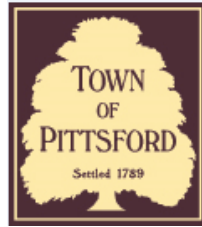


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kim Taylor, Deputy Supervisor
Naveen Havannavar
Cathy Koshykar
Stephanie Townsend

Town Board Agenda
Town Hall – 11 S. Main Street, Pittsford – Lower Level
Thursday, February 22, 2024 – 6:00 PM

Call to Order

Pledge of Allegiance

Public Hearing

Proposed Local Law No. 3: Increase Maximum Number of Members on Environmental Board

Minutes

Approval of Minutes of the Meeting of February 6, 2024

Legal Matters

Public Comment

Local Law #3 of 2024 – Increasing number of members on Environmental Board

Resolution setting size of Environmental Board for 2024 for quorum purposes

Resolution setting size of Parks and Recreation Board for 2024 for quorum purposes

Coventry Ridge Subdivision – MCWA Easement

Financial Matters

Public Comment

Budget Transfers

Surplus Inventory

Vouchers

Recreational Matters

Public Comment

2024 Community Events – Band Contracts

2024 Community Festival Temporary Access Licenses

2024 Community Events – Infrastructure

Personnel Matters

Public Comment

Amendments to 457 Deferred Comp Plan

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

2. On-Demand Video

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

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

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
FEBRUARY 6, 2024**

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, February 6, 2024, at 6:00 P.M. local time in the Lower-Level Meeting Room of Town Hall, 11 South Main Street, in person.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Naveen Havannavar, Cathy Koshykar, Stephanie Townsend, and Kim Taylor.

ABSENT: None.

ALSO PRESENT: Staff Members: Robert Koegel, Town Attorney; Paul Schenkel, Commissioner of Public Works; Renee McQuillen, Town Clerk; Jessie Hollenbeck, Recreation Director; Angel Martinez, Director of IT; Kelly Eldred, Assistant to the Supervisor; Shelley O'Brien, Communications Director; Spencer Bernard, Chief of Staff; Doug DeRue, Director of Planning and Zoning.

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

Supervisor Smith introduced Lauren Perina, the new ASL interpreter and informed the audience of her availability if needed.

Following the fatal accident Sunday evening in Perinton a reminder to motorists and bicyclists to exercise caution when traveling along heavily trafficked roads.

February is Black History Month, and all month long there will be programming at the library. More information can be found on the Town's website.

Zoning Code update meetings will be resuming starting at 12:00 PM in the basement meeting room on the following dates: February 28, March 27, April 24, May 29, and June 26.

PUBLIC HEARING FOR BRIDLERIDGE FARMS PARK DISTRICT

Supervisor Smith opened the public hearing asking for public comment. Hearing none, the hearing was declared closed.

**PUBLIC HEARING FOR BRIDLERIDGE FARMS 1-2 POLE LIGHTING DISTRICT EXTENSION
NO. 13**

Supervisor Smith opened the public hearing asking for public comment. Hearing none, the hearing was declared closed.

**PUBLIC HEARING FOR LOCAL LAW #1 OF 2024:
AMENDING ARTICLE I OF CHAPTER 133 OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED TAXATION - PARTIAL REAL PROPERTY TAX EXEMPTION**

PUBLIC HEARING FOR LOCAL LAW #2 OF 2024:

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

AMENDING ARTICLE I OF CHAPTER 133 OF THE TOWN OF PITTSFORD MUNICIPAL CODE ENTITLED TAXATION - PARTIAL REAL PROPERTY TAX EXEMPTION FOR DISABLED PERSONS
Supervisor Smith opened the public hearing for both Local Laws and asked for public comments. Following comments from Benjamin Richards, Keith Wilson, Joan Lanier, and Cathy Doyle the hearing was declared closed.

MINUTES OF THE JANUARY 16 MEETING APPROVED

A Resolution to approve the minutes of the Town Board meeting of January 16, 2024, was offered by Deputy Supervisor Taylor, seconded by Councilmember Havannavar, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the January 16, 2024, Town Board meeting are approved.

LEGAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

APPROVAL OF BRIDLERIDGE FARMS 1-2 POLE LIGHTING DISTRICT EXTENSION NO. 13

On motion from Supervisor Smith, second by Councilmember Townsend and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the Extension of the above Lighting District; and

WHEREAS, the Commissioner of Public Works has submitted a Certificate, in writing, verifying that the aforesaid Petition was signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 16th day of January, 2024, for the hearing of all persons interested in the matter to be held on the 6th day of February, 2024, at 6:00 o'clock P.M., Local Time, at the Town Hall, 11 South Main Street, Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the said Notice has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petition that the creation of the Extension does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petition is signed and acknowledged or approved as required by law and is otherwise sufficient;

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

- (b) All the property and future property owners within the Extension are benefited thereby;
- (c) All the property and future property owners benefited are included within the limits of the Extension;
- (d) The expenses of the entire District, including the within Extension, are to be paid by the property owners of the District, annually, on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that “Extension No. 13 “Bridleridge Farms Subdivision”, be and the same hereby is created, as part of the “Pittsford Consolidated Lighting District 1-2 Pole” and that the boundaries of the said Extension, as hereby created, are described in “Exhibit A” and depicted on a map in “Schedule A” annexed hereto.

APPROVAL OF BRIDLERIDGE FARMS PARK DISTRICT

On motion from Supervisor Smith, second by Deputy Supervisor Taylor and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Bridleridge Farms Park District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petition was signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 16th day of January, 2024, for the hearing of all persons interested in the matter to be held on the 6th day of February, 2024, at 6:00 o’clock P.M., Local Time, at the Town Hall, 11 South Main Street, Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the said Notice has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petition that the creation of the Park District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petition is signed and acknowledged or approved as required by law and is otherwise sufficient;
- (b) All the property and future property owners within the District are benefited thereby;
- (c) All the property and future property owners benefited are included within the limits of the District;
- (d) The expenses of Maintenance of the District are to be paid by the property owners annually on an ad valorem basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Bridleridge Farms Park District”, be and the same hereby is created, and that the boundaries of the Park District, as hereby created, are as set forth in

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

“Exhibit A” annexed hereto, and as further set forth on the map annexed hereto as “Schedule A,” with the maintenance of such Park District, by the Town, to be in accordance with the Maintenance Schedule annexed hereto as “Exhibit B”; and it is further

APPROVAL OF LOCAL LAW #1 OF 2024

Following a review of Local Laws #1 and #2 and brief discussion among board members voicing their support for the legislation, Councilmember Townsend made a motion that the enactment of Local Law No. 1 of 2024, amending Chapter 133 of the Pittsford Town Code to increase the real property tax exemptions for senior citizens, is hereby approved, in accordance with the terms of the proposed written adoption resolution submitted herewith., seconded by Supervisor Smith and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, true and correct copies of proposed Local Law No. 1 of 2024: Amending Article I of Chapter 133 Of The Town Of Pittsford Municipal Code Entitled Taxation – Partial Real Property Tax Exemption, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 6th day of February, 2024; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 6th day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 1 of 2024.

WHEREAS, the said public hearing was duly held on the 6th day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 1 of 2024; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 1 of 2024; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 1 of 2024 should be adopted.

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

RESOLVED, that Local Law No. 1 of 2024: Amending Article I of Chapter 133 Of The Town Of Pittsford Municipal Code Entitled Taxation – Partial Real Property Tax Exemption, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 6th day of February, 2024, there shall be filed with the Secretary of State one certified copy of said Local Law No. 1 of 2024.

**LOCAL LAW NO. 1 OF 2024:
THE ADOPTION OF PROPOSED LOCAL LAW
NO. 1 OF 2024: AMENDING ARTICLE I OF CHAPTER 133
OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED TAXATION – PARTIAL
REAL PROPERTY TAX EXEMPTION**

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

Sec. 1 _____ Title

This Local Law shall be known as “Local Law No. 1 of 2024: Amending Article I of Chapter 133 Of The Town Of Pittsford Municipal Code Entitled Taxation – Partial Real Property Tax Exemption.”

Sec. 2 _____ Amendment to Existing Law

The Pittsford Town Code, Chapter 133, Article I, shall be amended to revise § 133-2 “Definitions,” §133-3 “Exemptions granted,” and §133-4 “Conditions upon exemption,” so as to redefine qualifying income and to increase the income levels of exemptions, consistent with recent state law revisions, as follows:

§ 133-2. Definitions.

This article is adopted pursuant to the authority of New York State Real Property Law § 467. All definitions, terms and conditions of such statute shall apply to this article. Additionally, as used in this article, the following terms shall have the meanings indicated:

INCOME OF OWNER OR OWNERS

The income of the owner or the combined income of the owners of the property for the second-latest calendar year immediately preceding the date of making application for the partial tax exemption shall be determinative of eligibility. Where title is vested in a married person, the combined income of such person and such person’s spouse shall be determinative of eligibility, except where one spouse or ex-spouse is absent from the property due to divorce, legal separation, or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered. The term “income” as used herein shall mean the “adjusted gross income” for federal income tax purposes as reported on the applicant’s federal or state income tax return for the applicable income tax year, subject to any subsequent amendments or revisions, plus any social security benefits not included in such federal adjusted gross income and any tax-exempt interest or dividends that were excluded from the applicant’s federal adjusted gross income. Income shall not mean distributions received from an individual retirement account or individual retirement annuity that were included in the applicant’s federal adjusted gross income, and any losses that were applied to reduce the applicant’s federal adjusted gross income shall be subject to the following limitations: 1) the net amount of loss reported on federal Schedule C, D, E, or F shall not exceed \$3,000 per schedule; 2) the net amount of any other separate category of loss shall not exceed \$3,000; and 3) the aggregate amount of all losses shall not exceed \$15,000. The applicant’s income shall not be offset by all medical and prescription drug expenses actually paid that were not reimbursed or paid by insurance.

§ 133-3. Exemptions granted.

Real property owned by one or more persons, each of whom is 65 years of age or older, or real property owned by a married couple or by siblings, one of whom is 65 years of age or older, shall be partially exempt from Town real property taxes in accordance with the following schedule:

<u>Annual Income</u>	<u>Percentage of Exemption</u>
Less than \$50,000	50%
\$50,000 to \$50,999.99	45%
\$51,000 to \$51,999.99	40%

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

\$52,000 to \$52,999.99	35%
\$53,000 to \$53,899.99	30%
\$53,900 to \$54,799.99	25%
\$54,800 to \$55,699.99	20%
\$55,700 to \$56,599.99	15%
\$56,600 to \$57,499.99	10%
\$57,500 to \$58,399.99	5%
\$58,400 or more	0%

§ 133-4. Conditions upon exemption.

No exemption shall be granted:

- A. If the income of the owner or the combined income of the owners of the property for the applicable income tax year equals or exceeds the sum of \$58,400.
- B. Unless the title of the property shall have been vested in the owner or one of the owners of the property for at least 12 consecutive months prior to the date of making application for exemption; provided, however, that in the event of the death of a married person in whose name title to the property shall have been vested at the time of death and then becomes vested solely in the survivor by virtue of devise by or descent from the deceased spouse, the time of ownership of the property by the deceased spouse shall be deemed also a time of ownership by the survivor and such ownership shall be deemed continuous for the purposes of computing such period of 12 consecutive months, and provided, further, that in the event of a transfer by either a married person to the other spouse of all of part of the title to the property, the time of ownership of the property by the transferor spouse shall be deemed also a time of ownership by the transferee spouse and such ownership shall be deemed continuous for the purpose of computing such period of 12 consecutive months, and provided, further, that where property of the owner or owners has been acquired to replace property formerly owned by such owner or owners and taken by eminent domain or other involuntary proceeding, except a tax sale, the period of ownership of the former property shall be combined with the period of ownership of the property for which application is made for exemption and such period of ownership shall be deemed to be consecutive for purposes of this section. Where a residence is sold and replaced with another within one year and both residences are within New York State, the period of ownership of both properties shall be deemed consecutive for purposes of the partial exemption from taxation by the Town.
- C. Unless the property is used exclusively for residential purposes.
- D. Unless the real property is the legal residence of and is occupied in whole or in part by the owner or by all the owners of the property.

Sec. 3 Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local law, but shall be confined in its operation and effect to

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the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Sec. 4 Effective Date

This Article shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after March 1, 2024.

APPROVAL OF LOCAL LAW #2 OF 2024

Councilmember Townsend made a motion that the enactment of Local Law No. 2 of 2024, amending Chapter 133 of the Pittsford Town Code to increase the real property tax exemptions for disabled persons, is hereby approved, in accordance with the terms of the proposed written adoption resolution submitted herewith, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, true and correct copies of proposed Local Law No. 2 of 2024: Amending Article VII of Chapter 133 Of The Town Of Pittsford Municipal Code Entitled Taxation – Real Property Tax Exemption for Disabled Persons, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 6th day of February, 2024; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 6th day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 2 of 2024; and

WHEREAS, the said public hearing was duly held on the 6th day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 2 of 2024; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 2 of 2024; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 2 of 2024 should be adopted.

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

RESOLVED, that Local Law No. 2 of 2024: Amending Article VII of Chapter 133 Of The Town Of Pittsford Municipal Code Entitled Taxation – Real Property Tax Exemption for Disabled Persons, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 6th day of February, 2024, there shall be filed with the Secretary of State one certified copy of said Local Law No. 2 of 2024.

**LOCAL LAW NO. 2 OF 2024:
THE ADOPTION OF PROPOSED LOCAL LAW
NO. 2 of 2024: AMENDING ARTICLE VII OF CHAPTER 133
OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED TAXATION – REAL PROPERTY TAX
EXEMPTION FOR DISABLED PERSONS**

Sec. 1 Title

This Local Law shall be known as “Local Law No. 2 of 2024: Amending Article VII of Chapter 133 Of The Town Of Pittsford Municipal Code Entitled Taxation – Real Property Tax Exemption for Disabled Persons”

Sec. 2 Amendment to Existing Law

The Pittsford Town Code, Chapter 133, Article VII, shall be amended to revise § 133-25 “Definitions,” §133-26 “Exemptions granted,” and § 133-27 “Conditions upon exemption,” so as to redefine qualifying income and to increase the income levels of exemptions, consistent with recent state law revisions, as follows:

§ 133-25 Definitions.

As used in this article, the following terms shall have the meanings indicated:

A PERSON WITH A DISABILITY

An individual who has a physical or mental impairment, not due to current use of alcohol or illegal drug use, which substantially limits such person’s ability to engage in one or more major life activities, such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, and who is certified to receive social security disability insurance (SSDI) or supplemental security income (SSI) benefits under the federal Social Security Act, or is certified to receive railroad retirement disability benefits under the federal Railroad Retirement Act, or has received a certificate from the State Commission for the Blind stating that such person is legally blind, or is certified to receive a United States Postal Service disability pension, or is certified to receive a United States Department of Veteran Affairs disability pension pursuant to 38 U.S.C. §1521.

INCOME OF OWNER OR OWNERS

The income of the owner or the combined income of the owners of the property for the second-latest calendar year immediately preceding the date of making application for the partial tax exemption shall be determinative of eligibility. Where title is vested in a married person, the combined income of such person and such person’s spouse shall be determinative of eligibility, except where one spouse or ex-spouse is absent from the property due to divorce, legal separation, or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered. The term “income” as used herein shall mean the “adjusted gross income” for federal income tax purposes as reported on the applicant’s federal or state income tax return for the applicable income tax year, subject to any subsequent amendments or revisions, plus any social security benefits not included in such federal adjusted gross income and any tax-exempt interest or dividends that were excluded from the applicant’s federal adjusted gross income. Income shall not mean distributions received from an individual retirement account or individual retirement annuity that were included in the applicant’s federal adjusted gross income, and any losses that were applied to reduce the applicant’s federal adjusted gross income shall be subject to the following limitations: 1) the net amount of loss reported on federal Schedule C, D, E,

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or F shall not exceed \$3,000 per schedule; 2) the net amount of any other separate category of loss shall not exceed \$3,000; and 3) the aggregate amount of all losses shall not exceed \$15,000. The applicant's income shall not be offset by all medical and prescription drug expenses actually paid that were not reimbursed or paid by insurance.

SIBLING

A brother or a sister, whether related through half blood, whole blood, or adoption.

§ 133-26. Exemptions granted.

Real property owned by one or more persons with disabilities, or real property owned by a married couple or by siblings, at least one of whom has a disability, and whose income, as herein defined, is limited by reason of such disability, shall be partially exempt from Town real property taxes in accordance with the following schedule:

<u>Annual Income</u>	<u>Percentage of Exemption</u>
Less than \$50,000	50%
\$50,000 to \$50,999.99	45%
\$51,000 to \$51,999.99	40%
\$52,000 to \$52,999.99	35%
\$53,000 to \$53,899.99	30%
\$53,900 to \$54,799.99	25%
\$54,800 to \$55,699.99	20%
\$55,700 to \$56,599.99	15%
\$56,600 to \$57,499.99	10%
\$57,500 to \$58,399.99	5%
\$58,400 or more	0%

§ 133-27. Conditions upon exemption.

No exemption shall be granted:

- A. If the income of the owner or the combined income of the owners of the property for the applicable income tax year equals or exceeds the sum of \$58,400.
- B. Unless the property is used exclusively for residential purposes: provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this chapter.

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- C. Unless the real property is the legal residence of and is occupied in whole or in part by the disabled person; except where the disabled person is absent from the residence while receiving health-related care as an in-patient of a residential health care facility, as defined in § 2801 of the New York State Public Health Law, provided that any income accruing to that person shall be considered income for purposes of this section only to the extent that it exceeds the amount paid by such person or spouse or sibling of such person for care in the facility.

Sec. 3 Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Sec. 4 Effective Date

This Article shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after March 1, 2024.

SETTING A PUBLIC HEARING FOR LOCAL LAW #3 of 2024

Supervisor Smith explained proposed Local Law #3 will allow for expansion of the Environmental Advisory Board up to eleven members, making it consistent with the Parks and Recreation Advisory Board. Deputy Supervisor Taylor moved for the public hearing of Local Law #3 to be set for the February 22 Town Board meeting, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, true and correct copies of proposed Local Law No. 3 of 2024, amending §185-162 of the Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board, were delivered to each member of the Town Board; and

WHEREAS, due consideration has been given to the adoption of said proposed Local Law No. 3 of 2024, by all members of the Town Board who were present; and

WHEREAS, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on the 22nd day of February, 2024, at 6:00 p.m. at the Town Hall, 11 South Main Street, Pittsford, New York, to consider the adoption of said proposed Local Law No. 3 of 2024;

NOW, on motion duly made and seconded, it was

RESOLVED, that a public hearing be held on the 22nd day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on the question of the adoption of said proposed Local Law No. 3 of 2024; and be it further

RESOLVED, that a Notice of Hearing and a copy of said proposed Local Law No. 3 of 2024, or a summary thereof, be published in a newspaper previously designated as an official newspaper for publication of public notices, not less than five (5) days prior to said hearing; and be it further

RESOLVED, that the Town Clerk shall post certified copies of both this resolution and said proposed Local Law No. 3 of 2024, or a summary thereof, on the bulletin board, maintained by the

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

Town Clerk pursuant to § 40(6) of the Town Law, for a period of not less than five (5) days prior to said public hearing.

DISCUSSION OF PITTSFORD OAKS, TOBEY PUD PARCELS 8 & 12

Anthony Daniele; Developer, Andrew Burns; Passero Associates, and Jerry Goldman; Attorney, appeared before the board as the applicant team of the proposed Pittsford Oaks project.

Supervisor Smith noted the purpose for the discussion is to review the current proposal in relation to potential amendments to the current Tobey PUD (Planned Unit Development) and to gain a clear understanding of information and actions needed in order for the Board to set a public hearing for amending the PUD. If the PUD is amended, the Planning Board then could consider the application. Following discussion among the applicant, Board members and Town staff, the Supervisor summarized the points requiring resolution in order to set a public hearing to amend the PUD:

1. Change in use from Senior housing to market rate housing.
2. Maximum number of units to be no greater than 175
3. Number of parking spaces to be determined by ratio of 1.75 spaces per dwelling unit, with some willingness of the Board to accept fewer spaces if developer provides precise height measurements showing same elevations as approved in 2018 PUD revision.
4. Resolution of setbacks insofar as related to Fire Department issues: fire lane restrictions/guidelines, access to the building by firefighting vehicles and ladders.
5. Landscaping plan to be part of application.
6. Consideration of building height to including impact on the historic home on Clover Street adjacent to Parcel 12
7. Parcel 12 – since nothing is intended for this parcel other than a lane for fire and emergency, Board to change permitted uses for Parcel 12.

The parties agreed that these are the open points. Once resolved, the applicant will supply revised plans and color renderings similar to those provided for the project previously approved for the site. Further discussion clarified that additional dumpsters would not be situated on parcel 12.

OPERATIONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

BID DATE SET FOR BAGGED, BUNDLED AND CONTAINERIZED YARD DEBRIS

The Town's contract for bagged, bundled, and containerized yard debris collection expired at the end of 2023, and so we need to set a bid date for the next contract term. Supervisor Smith moved a bid opening date be set for March 13, 2024, at 11:00 A.M., Deputy Supervisor Taylor seconded, and it was voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that Town Board authorizes a bid date be set for Wednesday, March 13, 2024, at 11:00 A.M. for the Bagged, Bundled, and Containerized Yard Debris Pickup.

RECREATIONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

2024 COMMUNITY EVENTS SCHEDULE APPROVED

Deputy Supervisor Taylor made a motion to approve the proposed 2024 Community Events Schedule, Councilmember Townsend seconded, and members voted as follows: Ayes: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:

RESOLVED, that the Town Board approve the proposed 2024 Community Events schedule.

APPOVAL OF THE SPRING 2024 RECREATION PROGRAMS

Director Hollenbeck reviewed the listing of new and returning programs proposed for the upcoming spring session. He observed that the spring schedule includes registration for summer camp programs and reminded residents that available places for summer camp typically are reserved quickly. Board members thanked the recreation staff for their work in offering new programs of interest to Town residents. Deputy Supervisor Taylor moved that the Town Board approve the Recreation Department's 2024 Spring programs and authorize the Town Supervisor to sign instructor contracts as required, Councilmember Havannavar seconded, and members voted as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:

RESOLVED, that the Town Board approve the Recreation Department's 2024 Spring programs and authorize the Town Supervisor to sign instructor contracts as required.

PERSONNAL 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 Supervisor Smith, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared passed as follows:

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

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

Name	Dept	Position	Rate	Date of Hire
Luke DesRosiers	Recreation	Rec Assistant	\$15.00	01/25/2024

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.

Name	Position	Reason	Rate	Effective Date
Melanie Davison	Sec to Comm PW	temporary-training	\$31.38	01/31/2024
Tyler Love	Laborer	Seasonal to FT	\$20.50	02/05/2024
Mark Schrom	MEO I	promo from MEO II	\$30.06	02/05/2024
Nicholas Schrom	MEO II	Promo from MEO III	\$27.32	02/05/2024

OTHER BUSINESS

PUBLIC COMMENT

There were no comments.

Minutes of the Pittsford Town Board for FEBRUARY 6, 2024

EXECUTIVE SESSION

Supervisor Smith then made a motion for the board to go into executive session to discuss both a real estate matter and Volunteer Board appointments, seconded by Deputy Supervisor Taylor, and voted on as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Town Board entered executive session at 7:52 P.M.

The Board returned from executive session at 8:49 P.M. and the general meeting reconvened.

On motion from Supervisor Smith, seconded by Councilmember Townsend, was a resolution to approve Volunteer Board appointments. Board members voted as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board's appointments of January 16, 2024, to the Planning Board, Assessment Review Board and Zoning Board of Appeals be and hereby are vacated, in recognition that the current term of the January 16 appointee to each such board has not yet expired and their terms continue in full force and effect pursuant to their original appointments to their current terms; and

FURTHER RESOLVED, that Hali Buckley be and hereby is appointed to the Planning Board for a term beginning January 1, 2024 and ending December 31, 2030; and

FURTHER RESOLVED, that Patti Borshoff be and hereby is appointed to the Assessment Review Board for a term beginning October 1, 2023 and ending September 30, 2028; and

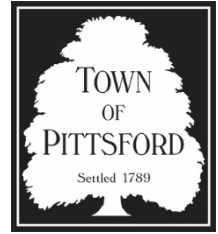
FURTHER RESOLVED, that Phil Castleberry be and hereby is appointed to the Zoning Board of Appeals for a term beginning January 1, 2024 and ending December 31, 2030.

With no further business, the meeting adjourned at 8:52 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk

MEMORANDUM



To: Town Board

From: Robert B. Koegel

Date: February 16, 2024

Regarding: Local Law #3 of 2024 - Increasing number of members on Environmental Board

For Meeting On: February 22, 2024

Ladies and Gentlemen:

The Town Board has previously received proposed Local Law #3 of 2024, which would increase the number of members on the Environmental Board from seven to a range between and including seven and eleven. This range is the same range that now applies to the Parks and Recreation Board.

A public hearing on the proposed local law has been scheduled for February 22, 2024.

Attached is the proposed adoption resolution for enacting Local Law #3 of 2024.

Recommendation is hereby made that the Town Board approve the proposed local law.

RESOLUTION

RESOLVED, that Local Law #3 of 2024, amending §185-162 of the Code of the Town of Pittsford to increase to eleven the maximum number of members on the Environmental Board, as set forth in the proposed written adoption resolution, be and hereby is approved; and it is further

RESOLVED, that within the maximum number of eleven members, the number of members of the Environmental Board comprising the full Environmental Board shall be determined annually by the Town Board as it appoints or reappoints members to the Environmental Board.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held at the Town Hall, Pittsford, New York, on the 22nd day of February, 2024.

PRESENT: William A. Smith, Jr., Supervisor
Kim Taylor, Deputy Supervisor
Naveen Havannavar, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: None

In the Matter

of

THE ADOPTION OF PROPOSED LOCAL LAW NO. 3 OF 2024:
AMENDING SECTION 185-62 OF THE CODE OF THE TOWN OF
PITTSFORD TO INCREASE THE MAXIMUM NUMBER OF
MEMBERS ON THE ENVIRONMENTAL BOARD

Adoption Resolution

WHEREAS, true and correct copies of proposed Local Law No. 3 of 2024: Amending Section 185-62 of the Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board, were placed upon the desks of all members of the Town Board of the Town of Pittsford, more than seven (7) calendar days, exclusive of Sunday, prior to the 22nd day of February, 2024; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 22nd day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 3 of 2024; and

WHEREAS, the said public hearing was duly held on the 22nd day of February, 2024, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local

Law No. 3 of 2024; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 3 of 2024; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 3 of 2024 should be adopted.

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

RESOLVED, that Local Law No. 3 of 2024: Amending Section 185-62 of the Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 22nd day of February, 2024, there shall be filed with the Secretary of State one certified copy of said Local Law No. 3 of 2024.

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

William A. Smith, Jr.	VOTING
Kim Taylor	VOTING
Naveen Havannavar	VOTING
Cathleen A. Koshykar	VOTING
Stephanie M. Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: February 22, 2024

Renee M. McQuillen, Town Clerk

I, RENEE M. McQUILLEN, Town Clerk 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 February, 2024.

Renee M. McQuillen, Town Clerk

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

**LOCAL LAW NO. 3 OF 2024:
AMENDING §185-162 OF THE CODE OF THE TOWN OF PITTSFORD TO
INCREASE THE MAXIMUM NUMBER OF MEMBERS ON THE
ENVIRONMENTAL BOARD**

Sec. 1 Title

This Local Law shall be known as “Local Law No. 3 of 2024: Amending §185-162 of The Code of the Town of Pittsford to increase the maximum number of members on the Environmental Board.”

Sec. 2 Amendment to Existing Law

The Code of the Town of Pittsford, Chapter 185, Article XXIII, shall be amended to revise §185-162 to read as follows:

§ 185-162. Membership; terms of office.

The Environmental Board shall consist of at least seven but no more than eleven members who shall be appointed by the Town Board and serve at the pleasure of the Town Board. Persons who are interested in the improvement and preservation of environmental quality shall be eligible for appointment as a member of the Environmental Board. Each member appointed to said Board shall serve until December 31 of the year in which he or she is appointed.

Sec. 3 Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Sec. 4 Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.

ENVIRONMENTAL BOARD RESOLUTIONS
February 22, 2024

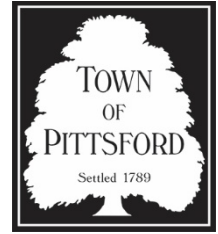
RESOLVED, that Audrey Clignett and Ethan Greene be and hereby are appointed to the Environmental Board, each for a term beginning January 1, 2024 and ending December 31, 2024; and

FURTHER RESOLVED, that for 2024 the number of members of the Environmental Board comprising the entire board be and hereby is set at nine.

PARKS and RECREATION BOARD RESOLUTIONS
February 22, 2024

RESOLVED, that for 2024 the number of members of the Parks and Recreation Board comprising the entire board be and hereby is set at nine.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: February 16, 2024

Regarding: Coventry Ridge Subdivision - MCWA Easement

For Meeting On: February 22, 2024

Ladies and Gentlemen:

The Town of Pittsford has received a request for a Monroe County Water Authority (MCWA) water main easement through Town-owned open space dedicated as part of the Coventry Ridge Subdivision, located on the east side of Clover Street and just north of the Thruway.

In order to install the 150 linear feet of water main needed to connect existing water mains on Clover Street and Coventry Ridge, MCWA has proposed a 20-foot-wide permanent easement through Open Space "H" of the Coventry Ridge Subdivision.

Attached to this Memo is a copy of the proposed easement, including a legal description and a map outlining the area of the proposed water main extension. The MCWA cover letter is also attached.

It is recommended that the Town Board approve the easement request, subject to the required permissive referendum period of 30 days.

RESOLUTION

I move that the Town Board authorize the Town Supervisor to sign the proposed water main easement to the Monroe County Water Authority, located on the Town's parcel known as Coventry Ridge Subdivision Open Space "H," near the intersection of Clover Street and Coventry Ridge. This resolution is subject to a permissive referendum and the Town Clerk is directed to post and publish the required notice of such permissive referendum.

EASEMENT

THIS INDENTURE made this _____ day of _____, 2024, between **Town of Pittsford** having a mailing address of 11 S. Main Street, Pittsford, NY 14534, herein called the "Owner", and **MONROE COUNTY WATER AUTHORITY**, a New York public benefit corporation, with offices at 475 Norris Drive, Rochester, New York 14610, herein called the "Authority."

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Authority, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby grants and conveys to the Authority, its successors and assigns, the permanent irrevocable easement and right-of-way as described below, and any temporary easements deemed necessary, to lay, relay, construct, reconstruct, maintain, operate, repair, enlarge, replace and remove a water main or mains, both supply and distribution, with appurtenances, including underground communications lines, (collectively, the "water main") on, through or under that certain tract of land situate in the Town of Henrietta, Monroe County, New York, belonging to the Owner, as described in Schedule A attached hereto and made a part hereof (the "Easement Area") and as depicted on Exhibit A attached hereto and made a part hereof.

TAX ACCOUNT NUMBER: 177.03-5-44
PROPERTY ADDRESS: OPEN SPACE H, COVENTRY RIDGE

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. The Authority, by its employees, servants, agents, and contractors, shall have the right to enter upon the Easement Area and a reasonable amount of the adjacent premises, and to utilize the same, whenever necessary for the exercise of the rights and privileges granted hereunder including free ingress and egress across Owner's other lands to reach the Easement Area and adjacent lands as necessary to access the Authority's water system.
2. The water main installed or to be installed by the Authority, its successors and assigns, shall be and remain the property of the Authority, its successors and assigns, forever.
3. Upon the completion of the construction and installation of said water main, or any maintenance, repair, replacement or removal activities, the premises of the Owner shall be left in as good condition as found or as reasonably close to the condition as found as possible under the circumstances. All displaced soil created by the installation or maintenance of the water main shall be deemed to belong to the Authority and may be relocated, sold, or taken offsite at the Authority's sole discretion. Owner shall not remove any displaced soil, except with the consent of the Authority.
4. Reasonable compensation shall be made by the Authority for any damage that cannot be restored, repaired or otherwise remedied, to the property of the Owner caused by the Authority in installing, maintaining, operating or repairing said water main. The Authority shall have the right to remove trees and shrubs or branches therefrom, within the Easement Area, which is necessary, in the sole opinion of the Authority, for the operation and maintenance of the water main, and for future water main installations or a replacement water main. Notwithstanding anything to the contrary, the Authority shall not be liable to Owner for the value of trees, shrubs or branches that are removed from within the Easement Area, or any value that they may add to the property of Owner.
5. The Owner shall have the right to use the surface of the Easement Area provided that such use shall not interfere with, obstruct or endanger any of the rights herein granted, and further provided that no house or other structure shall be erected within the Easement Area without prior written consent of the Authority.
6. Upon completion of the construction and installation of said water main Owner shall not change ground surface grades within easement area without prior written consent of the Authority.
7. The Owner warrants that Owner has good title to the Easement Area and the right to grant this easement.
8. The easement and right-of-way herein granted shall run with the land and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
9. Owner hereby represents and warrants that, to the best of Owner's knowledge, Owner has never released, stored, generated, transported, reclaimed, recycled, or disposed of any hazardous waste or substance, toxic substance, or any other regulated waste, waste water or substance within the Easement Area or on the Owner's adjacent property.

**Record & Return
To Box 278**

IN WITNESS WHEREOF, the Owner and the Authority have executed this instrument on the day and year first above written.

Town of Pittsford

MONROE COUNTY WATER AUTHORITY

**WILLIAM A. SMITH, JR.
TOWN SUPERVISOR**

**STEPHEN M. SAVAGE, P.E.
DIRECTOR OF ENGINEERING**

UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF) ss.:

On the _____ day of _____, in the year 2024, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF Monroe) ss.:

On the _____ day of _____, in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared **STEPHEN M. SAVAGE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

A 20 foot wide permanent easement and right-of-way in the premises of the Owner between Clover Street and Coventry Ridge, said premises conveyed to Owner by deed recorded in the Monroe County Clerk's Office in Liber 11532 of Deeds, page 33 on May 5, 2015, and latest Tax Account information referenced in Town of Pittsford, Monroe County Tax Map No. 177.03 dated April 16, 2021, the boundaries of which permanent easement and right-of-way being more particularly described as follows:

All that tract or parcel of land being part of the Town of Pittsford, County of Monroe, State of New York, as shown in the attached drawing entitled Exhibit "A", all being more particularly described as follows:

Commencing at Owner's northwesterly property corner, said property corner being a point on the easterly right-of-way line of Clover Street (NYS Route 65) and also being on the common property line of Owner's lands to the south (Tax Account No. 177.03-5-44, Open Space H, Coventry Ridge) and lands owned now or formerly by Christopher G. Berger and Mary E. Wilson (Tax Account No. 177.03-2-23, 3388 Clover Street) to the north; thence,

Southerly, along the easterly right-of-way line of Clover Street a distance of 700 feet more or less to a point, said point being the point of beginning; thence,

1. Southeasterly, through Owner's lands, along a line that is perpendicular to the easterly right-of-way line of Clover Street, to a point on the northwesterly right-of-way line of Coventry Ridge; thence,
2. Westerly, along the northwesterly right-of-way line of Coventry Ridge a distance of 20 feet, more or less to a point; thence,
3. Northwesterly, through Owner's lands, along a line that is 20 feet from, and parallel to, Course 1 to the easterly right-of-way line of Clover Street; thence,
4. Northeasterly, along said easterly right-of-way line of Clover Street to a point; said point being the point and place of beginning.

Intending to describe a 20-foot wide Permanent Easement in the premises of the Owner as shown on the attached drawing entitled Exhibit "A".



P.O.C.

3382

4

3388

N/F CHRISTOPHER G. BERGER &
MARY E. WILSON
177.03-2-23
3388 CLOVER STREET

3405

700'

CLOVER STREET NYS ROUTE 65
N/F TOWN OF PITTSFORD
177.03-5-44
OPEN SPACE H. COVENTRY RIDGE

COVENTRY RIDGE

3491

P.O.B.

21

17

3

15

11

5

9

7

4

7

9

6

5

15

ROCKDALE MEADOWS

8

17

10

12

130' x 20'
PERMANENT EASEMENT

Tax Account No: 177.03-5-44
Property Address: Coventry Ridge
Town of Pittsford, Monroe County



MONROE COUNTY
WATER AUTHORITY
ROCHESTER, NEW YORK

February 2024
Not To Scale

EXHIBIT "A"

PITTSFORD LEGAL NOTICE

NOTICE OF ADOPTION OF A RESOLUTION SUBJECT TO PERMISSIVE REFERENDUM

Notice is hereby given that on February 22, 2024, the Town Board of the Town of Pittsford, New York adopted a resolution authorizing the Town Supervisor to execute a "Water Main Easement" to the Monroe County Water Authority to allow the placement of a water main within a 20' strip of land on a parcel owned by the Town, located on the east side of Clover Street, just north of the Thruway and bearing Tax Account Number 177.03-5-44. Pursuant to Town Law, the resolution is subject to a permissive referendum, a petition for which must be filed within thirty (30) days hereof. Copies of the Town Board minutes of the above Town Board resolution may be obtained at the Town Hall from the Office of the Town Clerk.

Dated: February ____, 2024

Renee McQuillen, Town Clerk
Town of Pittsford, New York



Monroe County Water Authority

P.O. Box 10999 • 475 Norris Drive • Rochester, New York 14610-0999
585-442-2000

February 15, 2024

William A. Smith, Jr.
Town Supervisor
Town of Pittsford
11 S. Main Street
Pittsford, NY 14534

Re: Coventry Ridge Water Main Connection
Permanent Easement at Open Space H, Coventry Ridge
Tax Account No.: 177.03-5-44

Dear Mr. Smith,

The Water Authority will be installing about 150 linear feet of 8" ductile iron water main to connect the existing water mains on Clover Street and Coventry Ridge in the Town of Pittsford. The Authority would like to accomplish this by installing the water main connection through the property owned by the Town of Pittsford at the intersection of Clover Street and Coventry Ridge.

We need to obtain a 20 foot wide permanent easement through the Town's property north east of the above stated intersection in order to install the water main connection. A drawing showing the location of this is included in the easement document (last page).

If this is acceptable, kindly execute the enclosed easement document (the one with the blue backing) in the presence of a notary, and return it to my attention at the above address. If you have questions regarding the water main work, please contact me at (585) 442-2001 extension 402.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Matt Smith". The signature is written in a cursive style with a long, sweeping underline.

Matt Smith

Enclosures

cc: File, Eng. No. 24-004

2/22/2024

Budget Amendments & Transfers

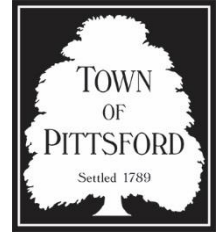
Be it resolved that the following are approved:

That \$ 9,000.00 be transferred from 1.9950.9000.1.1 (General Fund – Capital Improvements) to the Turf Maintenance Capital Reserve Fund per the contract agreement with Pittsford Central School District.

That line item 4.1989.2003 (Fleet Schedule – Highway) be increased by \$158,300.00, and item 1.1989.2025 (Fleet Schedule – Parks) be increased by \$25,000. The source of these funds will be an appropriation from the Whole Town Equipment Capital Reserve. Be it further resolved that this resolution is subject to a 30 day permissive referendum.

That line item 6.1989.2029 (Fleet Schedule – Sewer) be increased by \$72,946.00 and that the source of these funds will be an appropriation from the Sewer Equipment Capital Reserve. Be it further resolved that this resolution is subject to a 30 day permissive referendum.

MEMORANDUM



To: Pittsford Town Board

From: Brian Luke, Director of Finance

Date: February 15, 2024

Regarding: Surplus Inventory

For Meeting On: February 22, 2024

Attached is a list of surplus inventory for the Town Board to declare surplus 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 #	Description	Department	Cost	Status
11982	SKIL 7/4" CIRCULAR SAW	Highway	\$ 125.00	Disposed
11811	LINCOLN 10 TON FLOOR JACK	Highway	\$ 1,160.00	Disposed
18418	VOLVO L70H LOADER # 474-2	Highway	\$ 155,418.00	Trade in
20010	VOLVO L70 LOADER - # 475-3	Highway	\$ 157,390.00	Trade in
13933	RADAR SPEED TRAILER VEHICLE # 95	Highway	\$ 8,795.00	Disposed

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
FEBRUARY 2024

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
585 FITNESS	JRH	164935	022024585FITNESS	2024 FEBRUARY INSTRUCTOR PAYMENT	280.00
				VENDOR TOTAL	280.00
84 LUMBER COMPANY	PJS	164655	0603-666572	LUMBER FOR POP DOCK	12,288.40
	PJS	164763	0603-667206	6X6 POP GUIDERAIL	416.50
				VENDOR TOTAL	12,704.90
ABVI - GOODWILL	JRH	164748	4008	SENIORS KITCHEN SUPPLIES	430.00
	JRH	164958	IN0014740	2024 JANUARY SENIORS MEALS BILLING	3,056.10
				VENDOR TOTAL	3,486.10
ADAMS LECLAIR, LLP	BWL	164861	3633	PITTSFORD NORTHFIELD COMMONS	422.50
	BWL	164861	3634	PITTSFORD JP MORGAN CHASE BANK	292.50
	BWL	164861	3632	PITTSFORD MARK GIANNINY	325.00
				VENDOR TOTAL	1,040.00
AIRGAS USA, LLC	PJS	164562	9145562848	WELDING CYLINDER ADAPTOR	12.22
				VENDOR TOTAL	12.22
ALLIANCE DOOR & HARDWARE	PJS	164671	235637	PARKS DOOR LOCK REPAIR	153.11
				VENDOR TOTAL	153.11
AMAZON CAPITAL SERVICES, INC.	AMM	164732	1RL1-YYNJ-6YCR	IT SUPPLIES	394.76
	AMM	164733	1NY4-6M7C-3W4T	SEYMAC CASE FOR SAMSUNG GALAXY TAB	35.77
				VENDOR TOTAL	430.53
AMERICAN ROCK SALT COMPANY, LLC	PJS	164793	0760281	79.4	5,276.92

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
FEBRUARY 2024**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
AMERICAN ROCK SALT COMPANY, LLC	PJS	164793	0760040	96.01	6,380.84
	PJS	164793	0759364	473.38	31,498.72
	PJS	164793	0759729	354.69	23,601.09
	PJS	164618	0756062	196.33 TON	13,063.81
	PJS	164702	0758984	119.66 TON	7,962.18
	PJS	164702	0758460	275.52 TON	18,333.10
	PJS	164702	0757998	195.01 TON	12,975.97
	PJS	164702	0757447	156.31 TON	10,400.87
	PJS	164702	0756858	78.08 TON	5,195.45
	VENDOR TOTAL				
ANDERSON	JRH	164914	022024ANDERSON	2024 FEBRUARY INSTRUCTOR PAYMENT	1,102.50
VENDOR TOTAL					1,102.50
AP PLUMBING	PJS	164670	308368	SERVICE CALL FOR TOWN HALL BATHROOM	549.95
VENDOR TOTAL					549.95
ARMSTRONG	JRH	164925	022024ARMSTRONG	2024 FEBRUARY INSTRUCTOR PAYMENT	700.00
VENDOR TOTAL					700.00
AUTO VALUE PARTS STORES	PJS	164563	676643/L	WIPERS FOR PSD VEHICLES	55.92
	PJS	164646	677560/L	OIL FILTERS	35.24
	PJS	164802	679155/L	IGNITION COIL 336-1	101.99
VENDOR TOTAL					193.15
B.R. JOHNSON, LLC	PJS	164923	774518	LIBRARY FRONT DOOR REPAIR	250.00
VENDOR TOTAL					250.00
BEE RELENTLESS BOXING LLC	JRH	164942	022024CASTRO	2024 FEBRUARY INSTRUCTOR PAYMENT	168.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	168.00
BENEFIT RESOURCE, LLC	BWL	164751	105107	FSA MONTHLY ADMINISTRATION JAN 2024	700.00
				VENDOR TOTAL	700.00
BONADIO & CO., LLP	BWL	164784	BN364047	PROGRESS BILLING 2023 COURT AGREED-UPON	1,300.00
				VENDOR TOTAL	1,300.00
BRIDGE TOWER OP CO, LLC	RM	164540	7456665628	2024 TOWN AND COUNTY TAX NOTICE-2569315	109.56
	RM	164540	745667365	2024 TOWN AND COUNTY TAX NOTICE-2570693	109.56
	RM	164540	745667359	ZONING BRD PUBLIC HRG-2570690	54.54
	RM	164540	745666402	PLANNING BRD PUBLIC HRG-2569983	44.06
				VENDOR TOTAL	317.72
CASTLE BRANCH INC	BWL	164592	0916973-IN	EMPLOYMENT SCREENING	70.00
				VENDOR TOTAL	70.00
CCP INDUSTRIES INC	PJS	164967	3476340	REMOVAL OF WRONG NAME SPELLING	1.86
	PJS	164848	3470765	CARHARTT	96.85
	PJS	164577	IN03447906	T SHIRTS	440.37
	PJS	164707	03459911	CARHARTT JACKETS	3,794.24
				VENDOR TOTAL	4,333.32
CDW GOVERNMENT INC.	AMM	164599	PB51490	SAMSUNG GALAXY TAB S9 FE+ - TABLET - AND	629.99
				VENDOR TOTAL	629.99
CELEBRATIONS UNLIMITED	JRH	164601	01222024CU	SWEETHEART DANCE 2/9/24 BALLOON DECOR	900.00

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	900.00
CHARIOT LEARNING	JRH	164934	022024CHARIOTLEARNING	2024 FEBRUARY INSTRUCTOR PAYMENT	840.00
				VENDOR TOTAL	840.00
CHASE CARD SERVICES	BWL	164872	3741191	BRIDLERIDGE LIGHTING & PARK DISTRICT FEE	170.00
	BWL	164696	113-3401605-9230608	HISTORIAN OFFICE SUPPLIES	14.37
	BWL	164696	113-9755277-7051438	HISTORIAN OFFICE SUPPLIES	8.99
	JRH	164574	12152023AMAZONBO	AMAZON ORDER PANTHER PALS TOYS	45.99
	JRH	164582	111-9442373-7127411C	AMAZON ORDER PANTHER PALS TOYS	63.11
	JRH	164584	113-3895595-4743443	RECREATION OFFICE SUPPLIES	30.91
	JRH	164583	113-5556907-0527414	SENIORS OFFICE SUPPLIES	18.99
	JRH	164586	111-1053714-3154631	PANTHER PALS PRIZE BOX TOYS	7.99
	JRH	164585	111-2403955-3937869	AFTERSCHOOL SUPPLIES	38.57
	JRH	164833	113-8425693-8989865	AMAZON ORDER SENIORS SPECIAL EVENTS SUPP	32.20
	JRH	164805	111-8763013-9259439	AMAZON ORDER BREAK CAMP	30.97
	AMM	164828	926355183	AOEMI PARTITION ASSISTANCE PROFESSIONAL	52.46
	JRH	164832	111-8048489-4691451	AMAZON ORDER SWEETHEART DANCE SUPPLIES	170.31
	JRH	164834	111-6015653-3356218	AMAZON ORDER SWEETHEART DANCE SUPPLIES	198.01
	AMM	164668	INV238091080	ZOOM STANDARD BIZ ANNUAL - 01/26/2024-01	2,599.00
	AMM	164669	PITTENEWS2024	CONSTANT CONTACT-EMAIL PLUS (PREPAY-30%	854.00
	JRH	164602	113-3991932-0129014	SENIORS KITCHEN SUPPLIES	53.90
	BWL	164609	3713961	EASEMENT FEES	65.00
	JRH	164676	111-3798578-5235446	AFTERSCHOOL SUPPLIES	21.58
	JRH	164676	111-2361746-7517849	AFTERSCHOOL SUPPLIES	30.89
	JRH	164677	113-0198656-1353827	SENIORS SPECIAL EVENT SUPPLIES	21.38
	AMM	164890	1460987	SIGNUPGENIUS PRO SILVER (ANNUAL) 2/14/24	107.89
	JRH	164664	111-2361748-7517849	AMAZON ORDER AFTER SCHOOL SUPPLIES	30.89
				VENDOR TOTAL	4,667.40
CHURCHVILLE FIRE EQUIP - FIREMATIC	PJS	164573	209580	PAK HANDLE LOCKS	227.52
				VENDOR TOTAL	227.52

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CINTAS CORPORATION #411	PJS	164581	4180587014	RUG AND MOP SERVICE - ALL BLDGS	348.34
	PJS	164581	4174672621	RUG AND MOP SERVICE - PARKS	38.90
	PJS	164768	4182028294	RUG AND MOP SERVICE - ALL BUILDINGS	396.77
VENDOR TOTAL					784.01
CITY TWIRLERS	JRH	164918	022024PEREYRA	2024 FEBRUARY INSTRUCTOR PAYMENT	185.77
	VENDOR TOTAL				
COLONY HARDWARE CORP.	JRH	164743	INV-2010653	FIRST AID SUPPLIES FOR REC	344.17
	PJS	164612	1983093	2 WHEELBARROWS	382.95
	PJS	164626	1984781	GALVANIZED ROPE FOR RISERS	336.15
VENDOR TOTAL					1,063.27
COOK BROTHERS TRUCK PARTS	PJS	164862	2052850	6 FILTERS FOR 453	179.01
	VENDOR TOTAL				
COPPOLA	JRH	164900	022024COPPOLA	2024 FEBRUARY INSTRUCTOR PAYMENT	2,159.19
	VENDOR TOTAL				
CORTESE FORD	PJS	164617	52329	412 NYSI TYE ROD	1,033.00
	VENDOR TOTAL				
CREIGHTON SELF-DEFENSE INC	JRH	164913	022024CREIGHTON	2024 FEBRUARY INSTRUCTOR PAYMENT	4,054.61
	VENDOR TOTAL				
CUMMINS INC.	PJS	164895	S1-70880	TRANSFER SWITCH	4,401.00
	PJS	164650	W2-21987	BATTERIES FOR PS	182.42

ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CUMMINS INC.	PJS	164650	W2-21853	KENSINGTON PUMP STATION REPAIR	897.92
				VENDOR TOTAL	5,481.34
CYNCON EQUIPMENT INC.	PJS	164812	93386	RELAY,	23.90
	PJS	164812	93429	RELAY,	130.73
	PJS	164725	94210	PLOW MARKERS	77.51
	PJS	164629	94169	SPRING FOR PINS 486	70.50
	PJS	164628	94075	REAR DOOR SEAL	729.00
				VENDOR TOTAL	1,031.64
D.J.M. EQUIPMENT, INC. BOBCAT OF THE FINGER LAKE	PJS	164791	01-204212	FLUID HYDRAULIC OIL	73.77
				VENDOR TOTAL	73.77
DE LA COLINADOLORES	JRH	164929	022024LOURDES	2024 FEBRUARY INSTRUCTOR PAYMENT	458.43
				VENDOR TOTAL	458.43
DEBBIE SUPPLY INC	PJS	164726	669944	PROPANE	47.52
	PJS	164736	669945	FITTINGS FOR FLUSH TRUCK	152.94
	PJS	164640	669776	423 PLOW PARTS	20.86
				VENDOR TOTAL	221.32
DECKMAN OIL COMPANY	PJS	164639	785718	HYDRAULIC OIL	1,686.00
	PJS	164717	786341	5W30 ENGINE OIL	90.68
				VENDOR TOTAL	1,776.68
DEL 3750 MONROE AVENUE ASSOCIATES LLC	BWL	164686	01292024	FEBRUARY 2024 TOWN COURT RENT	8,415.87

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	8,415.87
DEMOCRAT & CHRONICLE	BWL	164827	DC01187406	MARCH NEWSPAPER	35.00
				VENDOR TOTAL	35.00
DENTON FAMILY AND SKI RESORT	JRH	164907	022024SWAINRESORT	2024 FEBRUARY INSTRUCTOR PAYMENT	2,131.50
				VENDOR TOTAL	2,131.50
DERO	BWL	164569	00067288	BIKE RACK	1,030.20
				VENDOR TOTAL	1,030.20
DIRECT ENERGY BUSINESS	PJS	164953	240330053616034	24 STATE ST LIBRARY	2,076.01
	PJS	164953	240330053616033	11 S. MAIN ST TOWN HALL	1,357.88
	PJS	164953	240330053616032	3899 MONROE AVE	269.62
	PJS	164953	240330053616030	22 N. MAIN POP	16.91
	BWL	164860	240360053630677	STREET LIGHTING 1-2 POLES	223.36
	BWL	164860	240360053630678	STREET LIGHTING 3-6 POLES	238.89
	BWL	164860	240360053630679	STREET LIGHTING 7 OR MORE POLES	408.20
	BWL	164860	240360053629924	STREET LIGHTING TN @ LARGE	294.04
	BWL	164860	240360053630680	STREET LIGHTING POLE MAIN	46.55
	BWL	164860	240360053630681	STEET LIGHTING STONETN	63.49
	PJS	164814	240250053557025	529 MARSH RD PS	80.10
	PJS	164814	240310053595646	AUTUMN WOODS PS	265.75
	PJS	164814	240310053595645	POINCIANA DR PS	29.43
	PJS	164814	240310053595644	CANDLEWOOD DR PS	28.39
	PJS	164814	240310053595643	BRICKSTON DR PS	6.37
	PJS	164814	240310053595642	PARK ROAD PS	177.87
	PJS	164814	240310053595640	PITTSFORD MANOR LANE PS	48.67
	PJS	164814	240260053565008	DOWNING PS	3.14
	PJS	164829	240310053595649	BARKER ROAD PARK	171.90
	PJS	164829	240310053595647	SCC	4,014.50
	PJS	164829	240310053595641	MILE POST	8.75
	PJS	164829	240290053579592	631 MARSH RD	17.59

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
DIRECT ENERGY BUSINESS	PJS	164829	240290053579591	KINGS BEND PARK	13.91
	PJS	164829	240260053565009	631 MARSH ROAD - GEP	0.35
	PJS	164829	240240053552124	HIGHWAY	1,991.07
VENDOR TOTAL					11,852.74
DOLOMITE PRODUCTS CO INC	PJS	164790	1153079	RISERS	400.00
	PJS	164790	1153068	RISERS	1,760.00
	PJS	164790	1143782	RISERS	719.00
	PJS	164790	1143742	RISERS	719.00
	PJS	164790	1143754	RISERS	719.00
	PJS	164790	1143767	RISERS	719.00
VENDOR TOTAL					5,036.00
EDP, KGS, LLC	JRH	164940	022024SOCCERSHOTS	2024 FEBRUARY INSTRUCTOR PAYMENT	1,680.35
VENDOR TOTAL					1,680.35
EJ USA, INC.	PJS	164819	110240003817	FRAMES AND GRATES	58,642.23
	PJS	164622	110240001663	MANHOLES AND COVERS	12,468.00
	PJS	164853	110240005655	FRAMES AND GRATES	15,336.65
VENDOR TOTAL					86,446.88
EMPIRE TENNIS, LLC	BWL	164915	022024SPEIRS	2024 FEBRUARY INSTRUCTOR PAYMENT	242.26
VENDOR TOTAL					242.26
EPIC TRAININGS	JRH	164931	022024FULMORE	2024 FEBRUARY INSTRUCTOR PAYMENT	891.80
VENDOR TOTAL					891.80
EVEVSKY	JRH	164959	5123	2024 JANUARY SENIORS TAI CHI, SUN AND GE	480.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	480.00
FAIRPORT CHILDREN'S THEATER	JRH	164909	022024ROCHA	2024 FEBRUARY INSTRUCTOR PAYMENT	1,172.50
				VENDOR TOTAL	1,172.50
FERGUSON ENTERPRISES INC	PJS	164673	0152666	FAUCETS	218.33
				VENDOR TOTAL	218.33
FINGER LAKES CASTLE	PJS	164892	896624	WINDSHEILD WASHER FLUID	20.14
	PJS	164964	117349	GLOVES	300.00
	PJS	164656	892227	CLEANER AND LUBES	214.20
	PJS	164648	98224	DIESEL TREATMENT	191.26
				VENDOR TOTAL	725.60
FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.	PJS	164840	012624	MENDON THORNELL SIDEWALK	14,175.96
				VENDOR TOTAL	14,175.96
FJ1, LLC	JRH	164910	022024FJ1	2024 FEBRUARY INSTRUCTOR PAYMENT	770.00
				VENDOR TOTAL	770.00
FLEET PRIDE	PJS	164965	114567249	VALVE 451	49.18
				VENDOR TOTAL	49.18
FORBES COURT REPORTING SERVICES, LLC	VM	164749	01302024	STENO FOR JAN. 11, 18, AND 25TH	360.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	360.00
FOUNDATION FOR WOMEN'S FINANCIAL EDUCATION	JRH	164926	022024FWFE	2024 FEBRUARY INSTRUCTOR PAYMENT	210.00
				VENDOR TOTAL	210.00
FRATICELLI	JRH	164941	022024MARONEY	2024 FEBRUARY INSTRUCTOR PAYMENT	1,113.00
				VENDOR TOTAL	1,113.00
FREEDOM FLAG CO.	PJS	164947	TPBM020724	INSTALL FLAG POLE	375.00
				VENDOR TOTAL	375.00
FRONTIER COMMUNICATIONS	PJS	164741	DPWFAX2124	DPW - FAX	63.89
	PJS	164735	HWYFIREALARM212024	HWY FIRE ALARM	128.45
	AMM	164761	0201/6430-092614-6	6430 KBP NORTH PHONE SERVICE 02/01/24 -	76.36
				VENDOR TOTAL	268.70
G.A. FLEET ASSOCIATES	PJS	164567	S0000034827	PUMP STATION PARTS	4,423.00
	PJS	164567	S0000034829	PUMP STATION PARTS	651.00
				VENDOR TOTAL	5,074.00
GENERAL CODE	AMM	164595	GC00124077	ECODE360 ANNUAL MAINTENANCE	1,195.00
				VENDOR TOTAL	1,195.00
GENERAL WELDING AND FABRICATION	PJS	164823	35739	2 REVERSE LIGHTS 423	89.07

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	89.07
GOTTA III	JRH	164681	GC240126	2024 JANUARY SENIORS SQUARE DANCE CALLIN	160.00
				VENDOR TOTAL	160.00
GRAINGER, INC.	PJS	164891	9006590278	OFFICE CHAIRS	227.16
	PJS	164894	9015146286	STORAGE TANK AND GUAGE	917.30
	PJS	164565	9964736020	MEDICAL SUPPLIES	196.86
	PJS	164727	9965458830	BULBS TFP BOLLARDS	85.92
	PJS	164806	9945528728	MOP SINK & WALL FAUCET	104.17
				VENDOR TOTAL	1,531.41
GRASSLAND EQUIPMENT AND IRRIGATION CORPORATION	PJS	164893	1357020	VENTRAC BOOM MOWER ARM	18,028.16
	PJS	164657	1356082	SEALS FOR TORO MOWERS	79.12
	PJS	164657	1356083	SEALS FOR TORO MOWERS	24.76
	PJS	164724	1356576	TORO WHEEL CAPS	18.11
	PJS	164801	1356705	NUT, SEALS	25.02
				VENDOR TOTAL	18,175.17
GREENLIGHT NETWORKS LLC	AMM	164731	2992126	GREENLIGHT: BUSINES BASIC 03/01/24 -03/3	150.00
				VENDOR TOTAL	150.00
GRUPO CULTURAL LATINOS EN ROCHESTER, INC	JRH	164912	022024GCLER	2024 FEBRUARY INSTRUCTOR PAYMENT	577.50
				VENDOR TOTAL	577.50
GUPP SIGNS, INC.	PJS	164766	24-040	KOLANEKA SIGN REPAIR	875.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	875.00
H&V EQUIPMENT SALES INC.	PJS	164631	501046-00	PARTS FOR BOILERS	259.74
				VENDOR TOTAL	259.74
HADLOCK PAINT CO. INC.	PJS	164949	P0156764	PAINT AND SUPPLIES	77.79
	PJS	164949	P0156711	PAINT	61.85
	PJS	164919	P0156962	PRIMER AND PAINT	407.39
				VENDOR TOTAL	547.03
HADLOCK'S ACE HARDWARE	PJS	164847	003379	SAW BLADE	29.98
	PJS	164566	003313	HARDWARE FOR VAN	28.16
	PJS	164566	003302	HARDWARE FOR VAN	46.96
	PJS	164634	003330	ELECTRICAL SUPPLIES AND LIGHT SWITCH	41.97
	PJS	164627	003307	PAINT SUPPLIES	215.45
	PJS	164636	003291	PROPANE CYLIDERS	11.98
	PJS	164713	003348	AAA BATTERIES	19.99
	PJS	164715	003339	TIE DOWN STRAPS	90.97
	PJS	164800	003365	MINERAL SPIRITS	17.99
	PJS	164866	003381	HARDWARE	3.18
	PJS	164866	003380	ELECTRICAL AND HARDWARE	58.30
				VENDOR TOTAL	564.93
HANSON	JRH	164924	022024HANSON	2024 FEBRUARY INSTRUCTOR PAYMENT	2,431.75
				VENDOR TOTAL	2,431.75
HARDICK	JRH	164600	20240209	SWEETHEART DANCE 2/9/24 DJ	400.00
				VENDOR TOTAL	400.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
HAUN WELDING SUPPLY, INC.	PJS	164653	0000010804	WELDING RODS FOR STAINLESS	92.09
					VENDOR TOTAL
HAWK COLLISION & FRAME	PJS	164705	3232	TYE ROD ALIGNMENT	534.47
					VENDOR TOTAL
HERZOG	JRH	164745	120	2024 JANUARY INSTRUCTOR PAYMENT	400.00
					VENDOR TOTAL
HILLYARD, INC.	PJS	164950	605390712	CLEANING AND PAPER SUPPLIES ALL BUILDING	156.34
		164675	605371472	1 PALLET OF ICE MELT	685.02
		164680	605363702	PAPER AND CLEANING SUPPLIES	143.93
		164680	605367283	PAPER AND CLEANING SUPPLIES	2,892.64
		VENDOR TOTAL	3,877.93		
HM CROSS & SONS, INC.	PJS	164714	21325-1	REAR SANDER BEARINGS 467	111.70
					VENDOR TOTAL
HOME DEPOT	PJS	164889	3012724	STORAGE SUPPLIES	157.64
		164922	3371052	RAMSET NAILS AND PAINT	325.48
		164661	5972601	TOOLS, WRENCHS, PLIERS	1,304.79
		164659	3026312	LUMBER, PAINT, SUPPLIES	137.90
		164659	3012208	LUMBER, PAINT, SUPPLIES	227.54
		164660	5026038	MAPP GAS, SCREWS	48.24
		164693	8030086	SHELF SUPPLIES	66.03
		164693	80110897	SHELF SUPPLIES	212.33
		164662	H1246-217031	MOP SINK AND DRAIN PLUMBING ACCESSORIES	897.28
		164692	3010471	PIPE FOR CHAINSAW BENCH	342.17
		164843	9361277	IMPACT GUN FOR TUB GRINDER	349.00
		164787	5610121	SPANNER WRENCH	29.54
		164549	5024897	SHOP SUPPLIES, WIPER BLADES	255.17

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
HOME DEPOT	PJS	164564	5014931	WOOD, HARDWARE	147.74
	PJS	164632	4010393	CLEANING SUPPLIES	46.12
	PJS	164632	3037620	ELECTRICAL SUPPLIES	32.13
	PJS	164647	8010190	PLYWOOD, WOOD AND HARDWARE	245.34
	PJS	164728	1026541	SANDING SUPPLIES	415.80
	PJS	164728	8020009	PAINT	165.99
	PJS	164728	8030014	REFLECTIVE TAPE	34.00
	PJS	164728	6020296	SANDING SUPPLIES	101.57
	PJS	164683	2037770	DRILL BITS, FASTENER	20.01
	PJS	164682	202417	PVC, ELBOWS, REFLECTIVE TAPE	537.96
	PJS	164689	8030087	SEWER DRAIN & GRATE, CEMENT	39.26
	PJS	164545	1025423	NITRILE GLOVES	43.85
	PJS	164605	12470009785429	PEG BOARD HOOKS	38.98
	PJS	164608	WG53186817	FERRELS FOR RISERS	297.96
	PJS	164611	0036855	WOOD FOR BENCH	23.97
	PJS	164611	0036853	WOOD FOR BENCH	200.83
	PJS	164606	3902502	CREDIT	-19.97
	PJS	164606	8546373	BLUE DEF,LEVEL, SAW BLADES	451.84
	PJS	164606	8775475	BLUE DEF,LEVEL, SAW BLADES	497.51
	PJS	164610	1622897	KEYS	47.64
	PJS	164764	5020492	HARDWARE KBP BENCHES	12.96
	PJS	164695	7371007	MISC HARDWARE	67.30
	PJS	164876	4021713	PAINT, RAMSET NAILS	390.26
	PJS	164877	9021222	KNEE PADS, DREMEL, GLUE	229.87
PJS	164877	7021418	CAULK GUN	12.16	
VENDOR TOTAL					8,434.19
INTERSTATE BATTERY SYSTEM	PJS	164844	24474146	BATTERIES 476	279.90
	PJS	164557	2345533	BATTERIES	125.86
	PJS	164546	2345590	BATTERIES 338-2	264.98
	PJS	164712	23505343	BATTERIES FOR SWEEPER	303.88
VENDOR TOTAL					974.62
INTIVITY, INC.	JRH	164603	1887955-0	RECREATION OFFICE SUPPLIES	31.56
	JRH	164849	1891808-0	SENIORS OFFICE SUPPLIES	24.90

ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	56.46
JACOB	JRH	164744	9	2024 JANUARY INSTRUCTOR PAYMENT	200.00
				VENDOR TOTAL	200.00
JESSIE HOLLENBECK - PETTY CASH	JRH	164575	01172024	PETTYCASHREC AFTER SCHOOL SUPPLIES	18.38
	JRH	164747	02012024	PETTYCASH PETTY CASH REIMBURSEMENT AFTER SCHOOL SU	11.16
	JRH	164796	02062024	PETTYCASH PETTY CASH REIMBURSEMENT ACTIVITY BOX SU	7.48
	JRH	164604	01222024	PETTYCASH PETTY CASH REIMBURSEMENT AFTER SCHOOL SU	19.98
	JRH	164854	02092024	PETTYCASH PETTY CASH REIMBURSEMENT SWEETHEART DANC	30.00
				VENDOR TOTAL	87.00
JOE JOHNSON EQUIPMENT INC	PJS	164570	042686	SEWER CAMERA, WIDE ANGLE KIT, PULL PIN C	18,640.00
				VENDOR TOTAL	18,640.00
JOHNSON CONTROLS FIRE PROTECTION LP	PJS	164730	51595289	TOWN HALL EXT INSPN, MAINT	190.00
	PJS	164730	51600932	LIBRARY EXT INSPN, MAINT	80.00
	PJS	164730	51600806	PARKS GARAGE EXT INSPN, MAINT	90.00
	PJS	164762	51604703	FIRE EXTINGUISHER INSPN, MAINT & REPLAC	497.50
	PJS	164871	51607169	FIRE EXTINGUISHER INSPN, MAINT & REPLAC	95.00
				VENDOR TOTAL	952.50
JTD CHEMICAL ENTERPRISES	PJS	164571	8298	WET WELL DEGREASER	1,602.70
				VENDOR TOTAL	1,602.70
KAWCZYNSKI	JRH	164679	012024	KAWCZYNSKI 2024 JANUARY SENIORS YOGA CLASSES	240.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	240.00
KENWORTH NORTHEAST GROUP, INC	PJS	164818	R67907	INSPECTION 460	20.00
	PJS	164818	R67906	INSPECTION 463	20.00
	PJS	164818	R67923	INSPECTION 455	20.00
	PJS	164645	R67706	OIL PAN #456	997.23
	PJS	164649	R67759	INSPECTIONS 456/459	20.00
				VENDOR TOTAL	1,077.23
KEYSTONE RIDGE DESIGNS, INC.	PJS	164547	0000027105	MEMORIAL BENCH	2,105.60
				VENDOR TOTAL	2,105.60
KOVALSKY-CARR ELECTRIC SUPPLY CO., INC.	PJS	164783	S2051769.001	LIGHT FIXTURES-SCHOOL BATHROOM	480.00
				VENDOR TOTAL	480.00
LANDSCAPE STRUCTURES INC	PJS	164789	140191	MEMORIAL BENCH - SCC	2,387.00
				VENDOR TOTAL	2,387.00
LEWIS GENERAL TIRES, INC.	PJS	164630	178811	TRAILER TIRES	132.61
	PJS	164630	178820	TRAILER TIRES	542.44
	PJS	164734	179514	TIRES FOR #519	924.08
	PJS	164619	178830	TIRES 459	1,574.75
	PJS	164620	178810	RAVO SWEEPER TIRES	1,382.12
	PJS	164874	179933	TRAILER TIRE	135.61
				VENDOR TOTAL	4,691.61
LORRAINE'S FOOD FACTORY	PJS	164811	2806	OIL FOR RISERS	100.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	100.00
LOWES CREDIT SERVICES	PJS	164948	17394	DRYWALL AND SUPPLIES, PLASTIC PANELS, HA	438.10
	PJS	164948	80013	LUMBER	8.91
	PJS	164663	84442	ELECTRICAL SUPPLIES	284.58
	PJS	164765	01611	RETAINING WALL CAPS AND PAINT STRIPPER	42.31
	PJS	164765	CR1611	CREDIT FOR TAX CHARGED	-3.13
	PJS	164765	ADJUSTMENT	ADJUSTMENT	-2.65
	PJS	164765	L240202	FINANCE CHARGE	1.12
	PJS	164865	998064	WATER SOFTENING PELLETS	706.70
	PJS	164873	83119	MISC HARDWARE AND CLEANING SUPPLIES	376.80
				VENDOR TOTAL	1,852.74
LUCKY'S TRUCK & TRAILER SALES INC	PJS	164792	186288H	AIR DRYER KIT	1,264.32
				VENDOR TOTAL	1,264.32
M R B GROUP	PJS	164739	53951	ENGINEER ASSESMENT FOR KILBOURN SEWERS	3,790.00
	BWL	164688	53945	PITTSFORD OAKS T30-168	825.00
	BWL	164804	53064	OAK HILL CLUB HOUSE EXPANSION	1,649.17
	BWL	164804	53943	OAK HILL CLUB HOUSE EXPANSION	1,375.00
	BWL	164804	53940	OAK HILL DRAINAGE PROJECT	900.00
				VENDOR TOTAL	8,539.17
M.E. SERVICES COMMUNICATION, INC.	VM	164786	25147	SPANISH INT FOR 1.18.24 (PEREZ / REYNOSO	130.00
				VENDOR TOTAL	130.00
MAGGIO	JRH	164943	022024MAGGIO	2024 FEBRUARY INSTRUCTOR PAYMENT	119.44
				VENDOR TOTAL	119.44

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
MAGLIATO	JRH	164928	022024MAGLIATO	2024 FEBRUARY INSTRUCTOR PAYMENT	864.50
				VENDOR TOTAL	864.50
MANITOU CONCRETE	PJS	164963	1144214	RISERS	719.00
	PJS	164963	1144232	RISERS	719.00
	PJS	164614	1142963	CONCRETE FOR RISERS	1,438.00
	BWL	164716	1143389	CONCRETE FOR RISERS	2,876.00
	BWL	164716	1143435	CONCRETE FOR RISERS	1,272.50
				VENDOR TOTAL	7,024.50
MANOHARAN	BWL	164842	02092024	MILEAGE REIMBURSEMENT	10.48
				VENDOR TOTAL	10.48
MCCABE	BWL	164594	01232024	LIBRARY REFUND: DEAD FALL BY BRAD THOR	22.99
				VENDOR TOTAL	22.99
MCVEAN	JRH	164905	022024MCVEAN	2024 FEBRUARY INSTRUCTOR PAYMENT	924.43
				VENDOR TOTAL	924.43
MIALE	JRH	164579	01182024MIALE	EMPLOYEE REIMBURSEMENT SENIOR TRIP BUS D	26.95
				VENDOR TOTAL	26.95
MITCHELL1	PJS	164813	IB30475830	FEBRUARY BILLING	410.51
				VENDOR TOTAL	410.51
MOFFETT TURF EQUIPMENT, INC.	PJS	164550	01-384501	VENTRAC CLIP AND NUT	12.83

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	12.83
MONROE COUNTY SUPERVISOR'S ASSOCIATION	BWL	164752	01222024	MCSA DUES 2024	125.00
				VENDOR TOTAL	125.00
MONROE COUNTY WATER	PJS	164809	183815	HOPKINS PARK	196.60
	PJS	164809	183588	WILLARD PARK	192.80
	PJS	164809	161736	KINGS BEND PARK	111.20
	PJS	164809	90526	REITZ PKWY	24.09
	PJS	164809	183587	THORNELL FARM PARK	223.62
	PJS	164809	82288	PSD	415.43
	PJS	164809	90633	SCC	365.40
	PJS	164809	60025	PARKS	43.31
	PJS	164809	183589	GEP 631 MARSH RD	124.25
	PJS	164809	90249	STATE ST. / LIBRARY	592.68
	PJS	164809	90517	TOWN HALL	94.93
	PJS	164809	90132	PORT OF PITTSFORD	60.31
	PJS	164809	73161	HIGHWAY	427.60
	PJS	164809	62330	MILE POST	24.09
	PJS	164809	83938	COPPER BEECH PARK	24.09
	PJS	164855	2024	BACKFLOW METER	350.00
				VENDOR TOTAL	3,270.40
MURRAY	JRH	164939	022024MURRAY	2024 FEBRUARY INSTRUCTOR PAYMENT	515.20
				VENDOR TOTAL	515.20
NAPA AUTO PARTS	PJS	164856	176330	BEARING RETAINER	22.36
				VENDOR TOTAL	22.36
NEW YORK MARKING DEVICES CORP.	RM	164542	102720	DATED RECEIVED STAMPS FOR BUILDING DEPT	144.50

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	144.50
NOCO ENERGY CORP.	PJS	164966	SP12757303	FUEL 80.30	246.92
	PJS	164817	SP12748135	188.8 GALLONS	547.34
	PJS	164817	SP12745852	147.9 GALLONS	420.48
	PJS	164852	SP12753999	75 GALLONS	219.50
	PJS	164852	SP12752039	100.3 GAL	290.77
				VENDOR TOTAL	1,725.01
NORTHEAST SWEEPERS AND RENTALS, INC.	PJS	164625	10853	ROMAN CABLE	26.73
	PJS	164624	10841	BROOMS RAVO	2,640.00
				VENDOR TOTAL	2,666.73
NORTHERN STAR MEDICAL HEALTH, PLLC	BWL	164754	8992	DRUG SCREENING JANUARY 2024	325.00
				VENDOR TOTAL	325.00
NORTHERN SUPPLY INC	PJS	164615	122187	FLOW SHOES 423	260.00
	PJS	164616	121893	FLOW SHOE 458	68.00
	PJS	164863	122754	FLOW BLADES, SHOES	1,604.00
	PJS	164863	122352	FLOW BLADES, SHOES	7,160.00
				VENDOR TOTAL	9,092.00
NORTHRUP MATERIALS	BWL	164753	1152658		1,440.00
	BWL	164753	1152662		960.00
				VENDOR TOTAL	2,400.00
NRG BUSINESS MARKETING, LLC	PJS	164952	HS44065117	DIRECT ENERGY TOWN WIDE AND PUMP STATION	5,225.79

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	5,225.79
NY GOVERNMENT FINANCE OFFICERS ASSOCIATION	BWL	164869	INV_47109	ONLINE TRAINING	170.00
	BWL	164816	INV_47009	2024 ANNUAL PRE-CONFERENCE TRAINING	200.00
				VENDOR TOTAL	370.00
NYS D.E.C.	PJS	164773	9990000623312	2022 - EAST AVE SIDEWALK	110.00
				VENDOR TOTAL	110.00
NYS UNEMPLOYMENT INSURANCE	BWL	164962	E.R. NO 52-76470 7	DEMAND FOR PAYMENT OF LEVY - EMPIRE TENN	215.89
				VENDOR TOTAL	215.89
NYSAMCC, INC.	VM	164561	01182024	NYS CLERK'S ASSOC. 2024 DUES	120.00
				VENDOR TOTAL	120.00
OECHSLE	JRH	164698	282189	PANTHER PALS REPTILE SHOWS 1/30/24 & 1/3	300.00
				VENDOR TOTAL	300.00
OIL FILTER SERVICE, INC.	PJS	164968	65904	OIL, FUEL, AIR FILTERS	175.68
	PJS	164845	65784	FORD OIL FILTER	71.08
	PJS	164642	65307	FILTERS FOR STOCK	265.18
	PJS	164642	65292	FILTERS FOR STOCK	1,186.61
				VENDOR TOTAL	1,698.55
OPERA GUILD OF ROCHESTER	JRH	164902	022024OPERAGUILD	2024 FEBRUARY INSTRUCTOR PAYMENT	507.50

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	507.50
ORNELAST.	JRH	164938	022024ORNELAS	2024 FEBRUARY INSTRUCTOR PAYMENT	172.20
				VENDOR TOTAL	172.20
OTIS ELEVATOR CO.	PJS	164729	100401431682	QUARTERLY ELEVATOR MAINTENANCE	2,656.14
				VENDOR TOTAL	2,656.14
PAYCHEX, INC.	BWL	164898	28519571	ANALYSIS AND MONITORING SERVICE FEBRUARY	416.47
	BWL	164771	2024020100	PAYROLL PROCESSING JANUARY/FEBRUARY 2024	9,993.40
	BWL	164568	4567506	TIME AND ATTENDANCE SERVICES JANUARY 202	160.00
	BWL	164803	4673080	ONBOARDING MONTHLY SERVICES	100.00
				VENDOR TOTAL	10,669.87
PERINTON RV RENTALS INC.	PJS	164822	WR1229	TRAILER CONNECTOR	131.24
	PJS	164633	WR1138	PARTS FOR TRAILER	22.30
	PJS	164613	WR1184	TRAILER HITCH	105.05
				VENDOR TOTAL	258.59
PERINTON YOUTH HOCKEY	JRH	164937	022024PYH	2024 FEBRUARY INSTRUCTOR PAYMENT	112.56
				VENDOR TOTAL	112.56
PHOENIX GRAPHICS, INC.	BWL	164961	74169	WINTER MESSENGER	12,132.75
	RM	164593	74054	BUSINESS CARDS FOR NAVEEN HAVANAVAR/ MA	96.00
	RM	164672	74073	OFFICE OF THE SUPERVISOR ENVELOPES AND	1,459.00
				VENDOR TOTAL	13,687.75

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
PIPITONE ENTERPRISES, LLC	PJS	164580	18175	PRESSURE GUAGE INSTALL ON BOILER	246.42
				VENDOR TOTAL	246.42
PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC	JRH	164578	3318588896	RECREATION POSTAGE METER BILLING 11/28/2	104.49
				VENDOR TOTAL	104.49
PITNEY BOWES INC	BWL	164864	1024750139	CAUTO POSTAGE MACHINE W/ SCALE & PRINTER	4,835.61
				VENDOR TOTAL	4,835.61
PITTSFORD AUTO SERVICE, INC.	PJS	164927	01252024/PO 103340	REPAIR PULLEY BELT - VEHICLE #519	277.14
				VENDOR TOTAL	277.14
PITTSFORD CENTRAL SCHOOLS	PJS	164897	3953-24A	MONTHLY PARKS FUEL USAGE	1,242.09
	PJS	164896	3954-24A	PSD DIESEL AND UNLEAD FUEL	1,698.48
	PJS	164788	3952-24A	HIGHWAY FUEL	12,573.46
	BWL	164589	3938-24A	PSD DIESEL AND UNLEADED FUEL	1,288.02
	JRH	164799	3950-24A	2024 JANUARY SENIORS GASOLINE	189.98
	PJS	164888	3955-24A	DPW MONTHLY FUEL CHARGES	957.30
				VENDOR TOTAL	17,949.33
PITTSFORD YOUTH SERVICES INCORPORATED	BWL	164785	4759	COUNSELING SERVICES FEBRUARY 2024	5,665.00
				VENDOR TOTAL	5,665.00
PMG PIZZA LLC	JRH	164837	02082024SALVATORES	PIZZA FOR SENIORS MOVIE	27.00
				VENDOR TOTAL	27.00
POWER DRIVES, INC.	PJS	164820	RRS965441	FUEL HOSE	159.50

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
POWER DRIVES, INC.	PJS	164821	RRS965002	HOSES AND ELBOWS	134.93
	PJS	164737	S690602	HYDRAULIC FITTINGS	36.60
	PJS	164635	RRS963045	HYDROLIC FITTING FOR PORTOPOWER	23.89
	PJS	164706	RRS964670	HOSE FOR BUCKET	90.26
				VENDOR TOTAL	445.18
POWERS	PJS	164704	4830	HEAT IN RISER ROOM	1,602.50
				VENDOR TOTAL	1,602.50
R.M. PUTNEY & ASSOCIATES, INC	JRH	164760	5285	2024 JANUARY & FEBRUARY COMMERCIAL ORGAN	120.00
				VENDOR TOTAL	120.00
RAY KERHAERT'S TOWING,INC	PJS	164846	026351	457 TOW	300.00
				VENDOR TOTAL	300.00
REGIONAL DISTRIBUTORS INC	PJS	164772	S2021203.001	ANTIBACTERIAL WIPES	522.08
				VENDOR TOTAL	522.08
ROBINSON	JRH	164906	022024ROBINSON	2024 FEBRUARY INSTRUCTOR PAYMENT	358.79
				VENDOR TOTAL	358.79
ROC THE PARTY, INC.	JRH	164697	14011-001	SWEETHEART DANCE 2/9/24 PHOTO BOOTH	547.00
				VENDOR TOTAL	547.00
ROCHESTER FENCING CLUB	JRH	164936	022024ROCFENCING	2024 FEBRUARY INSTRUCTOR PAYMENT	109.20

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	109.20
ROCHESTER GAS & ELECTRIC	PJS	164831	11811243477	WILLARD RD PARK	335.64
	PJS	164831	11311292760	BARKER RD PARK	144.31
	PJS	164830	12611089895	295 FAIRPORT RD PUMP STATION	25.91
	BWL	164826	0188930224000002	MONTHLY GAS LIGHTS FEBRUARY 2024	64.19
				VENDOR TOTAL	570.05
ROCHESTER STORE FIXTURE CO. INC.	JRH	164746	206441	SENIORS KITCHEN SUPPLIES	96.30
				VENDOR TOTAL	96.30
ROSE	JRH	164710	012024ROSE	2024 JANUARY SENIORS FITNESS SESSIONS	400.00
				VENDOR TOTAL	400.00
RP FEDDER CORP	PJS	164720	130201	FILTERS	296.89
				VENDOR TOTAL	296.89
S & S WORLDWIDE, INC	JRH	164835	IN101340927	AFTER SCHOOL CRAFT SUPPLIES	86.97
	JRH	164597	IN101331823	PANTHER PALS CRAFT SUPPLIES	198.26
	JRH	164596	IN101331041	SENIORS CRAFT CLUB SUPPLIES	156.02
	JRH	164956	IN101342772	PANTHER PALS CRAFT SUPPLIES	18.12
	JRH	164956	IN101342634	AFTER SCHOOL CRAFT SUPPLIES	44.08
	JRH	164666	IN101332409	AFTER SCHOOL CRAFT SUPPLIES	62.16
				VENDOR TOTAL	565.61
SAFETY - KLEEN CORP.	PJS	164623	93539938	PARTS WASHER	253.36

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	253.36
SAXBY IMPLEMENT CORP.	PJS	164738	594	TIRES FOR KUBOTA	525.13
				VENDOR TOTAL	525.13
SCHOTT	JRH	164903	022024SCHOTT	2024 FEBRUARY INSTRUCTOR PAYMENT	609.00
				VENDOR TOTAL	609.00
SENECA PARK ZOO SOCIETY	JRH	164665	22067	PANTHER PALS ZOOMOBILE VISIT 2/16/24	95.00
	JRH	164665	22066	PANTHER PALS ZOOMOBILE VISIT 2/13/24	105.00
				VENDOR TOTAL	200.00
SEYREK SEALERS, LLC	PJS	164951	PITTSTOWNJAN24	DISPOSAL SVC - TOWN WIDE	1,753.55
	PJS	164825	JAN24ROLLOFF	JAN ROLL OFF	2,957.50
				VENDOR TOTAL	4,711.05
SHERWIN-WILLIAMS	PJS	164556	1603-9	PAINT	20.32
				VENDOR TOTAL	20.32
SICA	JRH	164916	022024SICA	2024 FEBRUARY INSTRUCTOR PAYMENT	399.00
				VENDOR TOTAL	399.00
SLAUGHTER	JRH	164933	022024SLAUGHTER	2024 FEBRUARY INSTRUCTOR PAYMENT	2,842.00
				VENDOR TOTAL	2,842.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
SMITH METAL WORKS OF NEWARK, INC.	PJS	164654	15512	PARTS FOR PARKS SALTER	237.00
				VENDOR TOTAL	237.00
SNAP-ON INDUSTRIAL	PJS	164810	60268924	A/C MACHINE	111.04
	PJS	164850	ARV/60314509	A/C MACHINE	5,714.82
				VENDOR TOTAL	5,825.86
SOCOLA	JRH	164945	022024SOCOLA	2024 FEBRUARY INSTRUCTOR PAYMENT	399.00
				VENDOR TOTAL	399.00
SOFTWARE HOUSE INTERNATIONAL, INC.	AMM	164759	B17913779	ADOBE ACROBAT PRO FOR TEAMS - SUBSCRIPTI	21.36
				VENDOR TOTAL	21.36
STAN-CAL SPRAYER REPAIR	PJS	164548	01092024	SERVICE LINE MARKER	305.00
				VENDOR TOTAL	305.00
STEIDLE	JRH	164576	012024STEIDLE	EMPLOYEE REIMBURSEMENT FOR SENIORS	55.43
				VENDOR TOTAL	55.43
STREET SKILLS, LLC	JRH	164920	022024DELVECCHIO	2024 FEBRUARY INSTRUCTOR PAYMENT	70.00
				VENDOR TOTAL	70.00
SUPER VACUUM STORE, INC.	PJS	164946	12358	MOTOR REPAIR	223.99
	PJS	164946	44389	BAGS	37.98

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	261.97
TEPPER	JRH	164960	022024TEPPER	2024 FEBRUARY INSTRUCTOR PAYMENT	21.00
				VENDOR TOTAL	21.00
THE GOLDEN DOODLE RULES	JRH	164944	022024DELL'ANNO	2024 FEBRUARY INSTRUCTOR PAYMENT	84.00
				VENDOR TOTAL	84.00
THOMSON REUTERS - WEST	BWL	164859	849648429	JANUARY 2024 WESTLAW DATABASE	336.70
				VENDOR TOTAL	336.70
THRU-WAY SPRING, INC	PJS	164643	191402	8 FT FISHER PLOW	7,730.00
				VENDOR TOTAL	7,730.00
TOLLS BY MAIL	PJS	164722	1801541820	MISC THRUWAY TOLLS - FLEET VEHICLES	19.12
				VENDOR TOTAL	19.12
TOPS MARKETS LLC	JRH	164798	012024TOPSREC	2024 JANUARY SENIORS BILLING	38.38
				VENDOR TOTAL	38.38
TOSHIBA BUSINESS SOLUTIONS	VM	164560	6190588	COPIER BILL DECEMBER 2023	50.25
	PJS	164908	6214733	TOSHIBA MONTHLY COPIER MAINT - PSD	450.00
	AMM	164875	6213410	DOCUWARE-SOLUTIONS SOFTWARE SUPPORT 2/1/	1,000.00
	AMM	164552	6192835	MANAGED PRINT SERVICES-NETWORKED PRINTER	158.25
	AMM	164587	6192836	MANAGED PRINT SERVICES-STAND-ALONE PRINT	257.40
	JRH	164797	6213549	RECREATION COPIER BILLING 01/01/24-01/31	229.79
	VM	164838	6214820	COURT OFFICE PRINTER MAINTENANCE JAN 202	53.11

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
TOSHIBA BUSINESS SOLUTIONS	BWL	164559	6190604	CPC BILLING SENIORS	11.00
	PJS	164851	6214777	FEB BILLING	32.93
	JRH	164957	6214650	SENIORS COPIER BILLING 01/10/24-02/09/24	42.49
VENDOR TOTAL					2,285.22
TOWN OF BRIGHTON	BWL	164769	23-006	BRIGHTON OUT OF DISTRICT RENT FOR 2534 &	159.58
	VENDOR TOTAL				
ULINE INC.	PJS	164558	172747371	NITRILE GLOVES	615.42
	VENDOR TOTAL				
URMC DEPARTMENT OF PSYCHIATRY	BWL	164770	TOP0224	EAP SERVICES FEBRUARY 2024	210.83
	VENDOR TOTAL				
VALLEY FAB & EQUIPMENT, INC.	PJS	164794	136079	5 ANCHOR CHAIN	878.90
	VENDOR TOTAL				
VAN BORTEL FORD	JRH	164721	F0CQ104391	SENIORS BUS INSPECTION	21.00
	JRH	164721	444479	SENIORS BUS OIL CHANGE	112.86
	PJS	164651	F0CS102915	336-1 REPAIR	1,266.30
	PJS	164652	444078	GAS CAP 338-2	18.27
VENDOR TOTAL					1,418.43
VICTOR POWER EQUIPMENT	PJS	164808	317698	BAR OIL	29.98
	PJS	164969	317877	BELT/CLUTCH DRUM	248.57
	PJS	164711	317614	TRIM SAW	350.00

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	628.55
VILLAGE OF PITTSFORD	PJS	164807	90249	24 STATE ST LIBRARY	1,011.85
	PJS	164807	90517	11 S. MAIN ST TOWN HALL	278.65
	PJS	164807	90633	35 LINCOLN AVE SCC	605.77
	PJS	164807	91272	1 HIGH ST	128.25
	PJS	164807	91271	5 HIGH ST	75.61
	PJS	164807	91263	6 HIGH ST	83.13
	PJS	164807	179505	7 HIGH ST	116.97
	PJS	164807	91264	8 HIGH ST	177.13
	PJS	164807	91270	9 HIGH ST	128.25
	PJS	164807	91265	10 HIGH ST	34.25
	PJS	164807	91269	11 HIGH ST	68.09
	PJS	164807	91266	14 HIGH ST	124.49
	PJS	164807	91268	17 HIGH ST	135.77
	PJS	164807	91267	20 HIGH ST	34.25
				VENDOR TOTAL	3,002.46
VP SUPPLY CORP.	PJS	164572	5540852	ELECTRICAL SUPPLIES	608.34
	PJS	164718	5538747	LIGHT BULBS	237.42
	PJS	164723	5548826	PLUMBING SUPPLIES	197.49
	PJS	164723	5552412	PLUMBING SUPPLIES	53.49
	PJS	164870	5563247	ELECTRICAL SUPPLIES	66.09
	PJS	164870	5563248	ELECTRICAL SUPPLIES	5.97
				VENDOR TOTAL	1,168.80
W. B. MASON CO., INC.	RM	164541	243624686	GENERAL OFFICE SUPPLIES	44.98
				VENDOR TOTAL	44.98
WAGSTAFF	JRH	164917	022024WAGSTAFF	2024 FEBRUARY INSTRUCTOR PAYMENT	350.00

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	350.00
WARD	RM	164674	01292024	COURIER REIMBURSEMENT FOR MILEAGE	18.83
				VENDOR TOTAL	18.83
WEGMANS FOOD MARKETS INC	JRH	164839	012024WEGREC	2024 JANUARY RECREATION WEGMANS BILLING	1,480.34
	JRH	164841	012024WEGSRS	2024 JANUARY SENIORS WEGMANS BILLING	446.57
				VENDOR TOTAL	1,926.91
WEIDERS HARDWARE INC.	PJS	164637	20187015	MAILBOXES	875.50
				VENDOR TOTAL	875.50
WERNER	JRH	164901	022024WERNER	2024 FEBRUARY INSTRUCTOR PAYMENT	422.10
				VENDOR TOTAL	422.10
WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT	JRH	164598	240019	PANTHER PALS HELMER NATURE CENTER PROGRA	160.00
				VENDOR TOTAL	160.00
WISSET	JRH	164921	022024WISSET	2024 FEBRUARY INSTRUCTOR PAYMENT	541.70
				VENDOR TOTAL	541.70
WORKREADY @ ROCHESTER REGIONAL HEALTH	BWL	164899	39EM196	DRUG SCREENINGS	347.00
				VENDOR TOTAL	347.00
WRIGHT	JRH	164904	022024EDGE11	2024 FEBRUARY INSTRUCTOR PAYMENT	183.75

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
WRIGHT	JRH	164678	0124	2024 JANUARY SENIORS CHORUS AND NIA FITN	460.00
				VENDOR TOTAL	643.75
ZHANG	JRH	164911	022024ZHANG	2024 FEBRUARY INSTRUCTOR PAYMENT	770.00
				VENDOR TOTAL	770.00
ZIOLKO	JRH	164836	4	2024 JANUARY SENIORS INSTRUCTOR PAYMENT	160.00
				VENDOR TOTAL	160.00
				REPORT TOTAL	559,230.10

END OF REPORT

PREPAID ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
AETNA INC.	BWL	164644	62698527	FEBRUARY 2024 HEALTH BILL	17,181.46
		VENDOR TOTAL			
BRIGHTON FIRE DISTRICT	BWL	164757	2024 TAX LEVY	2024 TAX LEVY PAYMENT	725,042.00
		VENDOR TOTAL			
CHARTER COMMUNICATIONS	AMM	164553	141705201011424	BUSINESS CLASS DIGITAL ADAPTERS 1/17/24-	48.96
	AMM	164641	142206901012124	FIBER INTERNET 50MBPS & 5 STATIC IPS - 1	540.00
	VENDOR TOTAL				588.96
CROWN CASTLE INTERNATIONAL CORP.	AMM	164767	1500476	FIBER SERVICE #S269684 - 170 W. JEFFERSO	968.52
		VENDOR TOTAL			
DIRECT ENERGY BUSINESS	BWL	164543	240050053402837	22 NORTH MAIN ST P O P	21.54
	BWL	164543	240050053402838	24 STATE ST LIBRARY	1,959.39
	BWL	164544	240100053437945	PUMP STATION	0.14
	BWL	164667	240180053501368	REITZ PARKWAY PS	121.59
	BWL	164667	240190053512659	1 ROBBINS RD PARKS	238.33
	VENDOR TOTAL				2,340.99
EXCELLUS	BWL	164658	000037855233	55086-0001:	57.48
	BWL	164658	000037855315	55086-0002:	67.06
	BWL	164658	000037854876	55086-0003:	47.90
	BWL	164658	000037856115	55086-0004:	19.16
	BWL	164658	000037855480	55086-0005:	23.95
	BWL	164658	000037855335	55086-0006:	47.90
	BWL	164658	000037855732	55086-0007:	62.27
	BWL	164658	000037855366	55086-0008:	62.27
	BWL	164658	000037855483	55086-0009:	4.79
	BWL	164658	000037855490	55086-0010:	71.85
	BWL	164658	000037855948	55086-0011:	14.37

PREPAID ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
EXCELLUS	BWL	164658	00003785507	55086-0012:	301.77
	BWL	164658	000037855247	55086-0013:	86.22
	BWL	164658	000037854643	55086-0014:	9.58
VENDOR TOTAL					876.57
FIDELITY SECURITY LIFE COMPANY OF NY	BWL	164709	166150324	EYEMED VISION PREMIUM FEBRUARY 2024	448.85
VENDOR TOTAL					448.85
FRATICELLI	BWL	164685	022024FRATICELLI	2024 JANUARY INSTRUCTOR PAYMENT	84.00
VENDOR TOTAL					84.00
FRONTIER COMMUNICATIONS	PJS	164551	585-100-1313-010717-6	PUMP STATION PHONE LINES	629.28
	PJS	164551	585-218-9325-061517-6	AUTUMN WOODS PHONE LINE	58.77
	PJS	164554	585-248-2520-052517-6	PARKS FIRE SECURITY	64.57
	PJS	164554	585-248-3897-052517-6	PSD FIRE SECURITY	65.14
	PJS	164555	585-248-6205-052517-6	HWY FIRE SECURITY	64.57
	PJS	164555	585-586-4739-052517-6	SCC FIRE SECURITY	97.88
	PJS	164555	585-198-6080-060617-6	COURT FIRE SECURITY	66.82
	PJS	164555	585-385-3241-052517-6	LIBRARY FIRE SECURITY	0.00
	PJS	164555	585-248-6202-052517-6	TOWN HALL FIRE SECURITY	441.74
	AMM	164638	012224-6431-052517-6	IT DEPT EMERGENCY PHONE SERVICE 1/22/24	64.80
	PJS	164690	585-248-6202-052517-6	TOWN HALL	442.59
	PJS	164690	585-248-6205-052517-6	HIGHWAY	64.62
	PJS	164690	585-586-4739-052517-6	SCC	97.95
	PJS	164690	585-198-6080-060617-6	COURT	66.87
	PJS	164690	585-385-3241-052517-6	LIBRARY	0.00
	PJS	164691	585-248-3897-052517-6	PSD FIRE SECURITY	65.23
	PJS	164691	585-248-2520-052517-6	PARKS FIRE SECURITY	64.62
	PJS	164694	585-100-1313-010717-6	PUMP STATION PHONE LINES	639.84
	PJS	164694	585-218-9325-061517-6	AUTUMN WOODS PHONE LINE	58.80
	BWL	164700	012024FRONTIERREC	RECREATION TELEPHONE SERVICE 01/22/24-02	1.09
	BWL	164701	012024FRONTIERSENIORS	SENIORS TELEPHONE SERVICE 01/22/24-02/21	63.82
	BWL	164742	01222024	COURT PHONE BILL FOR FEB 2024	64.60
	BWL	164750	585-100-2618-050219-6	MONTHLY PHONE PYMT	1,253.64

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	4,437.24
MUTUAL OF OMAHA	BWL	164607	001643176157	LIFE & DISABILITY INSURANCE PREMIUM	3,256.30
				VENDOR TOTAL	3,256.30
MVP HEALTH CARE	BWL	164591	000000019144025	MONTHLY HEALTH CARE BILL	187,899.61
				VENDOR TOTAL	187,899.61
NOCO ENERGY CORP.	PJS	164621	SP12735085	400.30 GAL	1,142.25
	PJS	164621	SP12732899	64.30 GALLONS	183.48
	PJS	164703	SP12742627	150.3 GAL	427.31
	PJS	164703	SP12738771	200.GAL	568.20
				VENDOR TOTAL	2,321.24
PITTSFORD FIRE DISTRICT	BWL	164755	2024 TAX LEVY	2024 TAX LEVY PAYMENT	2,513,550.00
				VENDOR TOTAL	2,513,550.00
PITTSFORD VOL. AMBULANCE	BWL	164756	2024 TAX LEVY	2024 TAX LEVY PAYMENT	306,000.00
				VENDOR TOTAL	306,000.00
ROCHESTER GAS & ELECTRIC	BWL	164588	18000160595	MONTHLY STREET LIGHTING PYMT	7,492.91
	BWL	164684	18000160668	ELECTRIC & GAS TOWNWIDE	10,488.15
	PJS	164687	12611080432	631 MARSH ROAD RG&E	319.48
				VENDOR TOTAL	18,300.54
TOWN - VILLAGE OF EAST ROCHESTER	BWL	164758	2024 TAX LEVY	2024 TAX LEVY PAYMENT	18,045.00

**PREPAID ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	18,045.00
VERIZON WIRELESS	BWL	164590	9953862900	MONTHLY CELL PHONE CHARGES	575.11
				VENDOR TOTAL	575.11
				REPORT TOTAL	3,801,916.39

END OF REPORT

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2024 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1010	TOWN BOARD								
0001	PERSONAL SERVICES	3,926.92	102,100.00	102,100.00	15,707.68	86,392.32	0.00	86,392.32	15.38
0004	CONTRACTUAL & MISC. EXPENSE	0.00	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
Total Dept 1010	TOWN BOARD	3,926.92	106,100.00	106,100.00	15,707.68	90,392.32	0.00	90,392.32	14.80
Dept 1110	TOWN JUSTICES								
0001	PERSONAL SERVICES	8,721.25	251,484.00	251,484.00	28,912.85	222,571.15	0.00	222,571.15	11.50
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	641.26	152,730.00	153,093.96	17,945.50	135,148.46	363.96	134,784.50	11.72
Total Dept 1110	TOWN JUSTICES	9,362.51	404,714.00	405,077.96	46,858.35	358,219.61	363.96	357,855.65	11.57
Dept 1220	TOWN SUPERVISOR								
0001	PERSONAL SERVICES	7,447.82	196,879.00	196,879.00	27,595.73	169,283.27	0.00	169,283.27	14.02
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	172.25	6,950.00	6,985.60	1,063.00	5,922.60	0.00	5,922.60	15.22
Total Dept 1220	TOWN SUPERVISOR	7,620.07	204,329.00	204,364.60	28,658.73	175,705.87	0.00	175,705.87	14.02
Dept 1230	COMMUNITY SERVICE								
0001	PERSONAL SERVICES	4,255.90	111,079.00	111,079.00	12,767.70	98,311.30	0.00	98,311.30	11.49
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	21,000.00	21,000.00	0.00	21,000.00	0.00	21,000.00	0.00
Total Dept 1230	COMMUNITY SERVICE	4,255.90	132,579.00	132,579.00	12,767.70	119,811.30	0.00	119,811.30	9.63
Dept 1310	DIRECTOR OF FINANCE								
0001	PERSONAL SERVICES	4,447.10	120,600.00	120,600.00	13,353.59	107,246.41	0.00	107,246.41	11.07
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	376.18	5,550.00	5,550.00	572.33	4,977.67	0.00	4,977.67	10.31
Total Dept 1310	DIRECTOR OF FINANCE	4,823.28	127,150.00	127,150.00	13,925.92	113,224.08	0.00	113,224.08	10.95
Dept 1320	INDEPENDENT AUDIT								
0004	CONTRACTUAL & MISC. EXPENSE	1,300.00	55,000.00	55,000.00	1,300.00	53,700.00	0.00	53,700.00	2.36
Total Dept 1320	INDEPENDENT AUDIT	1,300.00	55,000.00	55,000.00	1,300.00	53,700.00	0.00	53,700.00	2.36
Dept 1330	TAX COLLECTION								
0001	PERSONAL SERVICES	1,948.46	51,000.00	51,000.00	5,845.39	45,154.61	0.00	45,154.61	11.46
0004	CONTRACTUAL & MISC. EXPENSE	18.26	6,500.00	6,500.00	795.20	5,704.80	0.00	5,704.80	12.23
Total Dept 1330	TAX COLLECTION	1,966.72	57,500.00	57,500.00	6,640.59	50,859.41	0.00	50,859.41	11.55

TOWN OF PITTSFORD

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1355	ASSESSOR								
0001	PERSONAL SERVICES	6,749.55	196,311.00	196,311.00	20,248.65	176,062.35	0.00	176,062.35	10.31
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	1,500.00	0.00	1,500.00	1,000.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	162.79	19,535.00	19,559.55	513.13	19,046.42	0.00	19,046.42	2.62
Total Dept 1355	ASSESSOR	6,912.34	216,346.00	217,370.55	20,761.78	196,608.77	1,000.00	195,608.77	9.55
Dept 1375	CREDIT CARD FEES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	38,000.00	38,000.00	0.00	38,000.00	0.00	38,000.00	0.00
Total Dept 1375	CREDIT CARD FEES	0.00	38,000.00	38,000.00	0.00	38,000.00	0.00	38,000.00	0.00
Dept 1410	TOWN CLERK								
0001	PERSONAL SERVICES	7,368.76	200,000.00	200,000.00	23,945.87	176,054.13	0.00	176,054.13	11.97
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	1,000.00	0.00	1,000.00	442.00	558.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	411.90	11,900.00	12,852.85	1,672.57	11,180.28	0.00	11,180.28	13.01
Total Dept 1410	TOWN CLERK	7,780.66	212,900.00	213,852.85	25,618.44	188,234.41	442.00	187,792.41	11.98
Dept 1420	ATTORNEY								
0001	PERSONAL SERVICES	1,968.16	51,173.00	51,173.00	7,872.65	43,300.35	0.00	43,300.35	15.38
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	250.00	250.00	0.00	250.00	0.00	250.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	1,382.79	21,375.00	23,657.00	1,388.85	22,268.15	2,282.00	19,986.15	5.87
Total Dept 1420	ATTORNEY	3,350.95	72,798.00	75,080.00	9,261.50	65,818.50	2,282.00	63,536.50	12.34
Dept 1430	PERSONNEL								
0001	PERSONAL SERVICES	3,367.06	84,864.00	84,864.00	10,101.18	74,762.82	0.00	74,762.82	11.90
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	10,589.03	145,200.00	145,315.42	11,395.03	133,920.39	79.70	133,840.69	7.84
Total Dept 1430	PERSONNEL	13,956.09	231,064.00	231,179.42	21,496.21	209,683.21	79.70	209,603.51	9.30
Dept 1440	ENGINEERING								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00
Total Dept 1440	ENGINEERING	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00
Dept 1450	ELECTIONS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Total Dept 1450	ELECTIONS	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
Dept 1460	RECORDS MANAGEMENT								
0004	CONTRACTUAL & MISC.	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00

TOWN OF PITTSFORD

Expense Control Report

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1460	RECORDS MANAGEMENT EXPENSE								
Total Dept 1460	RECORDS MANAGEMENT	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 1490	PUBLIC WORKS								
0001	PERSONAL SERVICES	9,637.15	257,200.00	257,200.00	25,323.86	231,876.14	0.00	231,876.14	9.85
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	224.87	19,770.00	19,888.69	583.15	19,305.54	1,200.00	18,105.54	2.93
Total Dept 1490	PUBLIC WORKS	9,862.02	277,970.00	278,088.69	25,907.01	252,181.68	1,200.00	250,981.68	9.32
Dept 1620	BUILDING								
0001	PERSONAL SERVICES	199.44	5,200.00	5,200.00	598.32	4,601.68	0.00	4,601.68	11.51
0004	CONTRACTUAL & MISC. EXPENSE	14,723.88	313,615.00	313,959.83	18,637.22	295,322.61	1,868.73	293,453.88	5.94
Total Dept 1620	BUILDING	14,923.32	318,815.00	319,159.83	19,235.54	299,924.29	1,868.73	298,055.56	6.03
Dept 1670	CENTRAL MAILING								
0004	CONTRACTUAL & MISC. EXPENSE	429.45	65,000.00	65,000.00	429.45	64,570.55	0.00	64,570.55	0.66
Total Dept 1670	CENTRAL MAILING	429.45	65,000.00	65,000.00	429.45	64,570.55	0.00	64,570.55	0.66
Dept 1680	DATA PROCESSING								
0001	PERSONAL SERVICES	9,223.18	243,000.00	243,000.00	27,669.54	215,330.46	0.00	215,330.46	11.39
0002	EQUIPMENT & CAPITAL OUTLAY	202.69	2,500.00	2,958.06	660.75	2,297.31	96.08	2,201.23	22.34
0004	CONTRACTUAL & MISC. EXPENSE	2,988.15	162,615.00	201,364.75	16,851.78	184,512.97	38,749.75	145,763.22	8.37
Total Dept 1680	DATA PROCESSING	12,414.02	408,115.00	447,322.81	45,182.07	402,140.74	38,845.83	363,294.91	10.10
Dept 1910	UNALLOCATED INSURANCE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	264,000.00	264,000.00	0.00	264,000.00	0.00	264,000.00	0.00
Total Dept 1910	UNALLOCATED INSURANCE	0.00	264,000.00	264,000.00	0.00	264,000.00	0.00	264,000.00	0.00
Dept 1920	MUNICIPAL ASSOCIATION DUES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,900.00	1,900.00	1,650.00	250.00	0.00	250.00	86.84
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	0.00	1,900.00	1,900.00	1,650.00	250.00	0.00	250.00	86.84
Dept 1930	JUDGEMENTS/CLAIMS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	6,000.00	6,000.00	0.00	6,000.00	0.00	6,000.00	0.00
Total Dept 1930	JUDGEMENTS/CLAIMS	0.00	6,000.00	6,000.00	0.00	6,000.00	0.00	6,000.00	0.00
Dept 1950	PROPERTY TAX								
0004	CONTRACTUAL & MISC.	0.00	8,500.00	8,500.00	7,886.95	613.05	0.00	613.05	92.79

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Fund 0001	GENERAL FUND								
Dept 1950	PROPERTY TAX EXPENSE								
Total Dept 1950	PROPERTY TAX	0.00	8,500.00	8,500.00	7,886.95	613.05	0.00	613.05	92.79
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	4,835.61	101,250.00	274,168.23	5,465.60	268,702.63	172,918.23	95,784.40	1.99
Total Dept 1989	UNCLASSIFIED	4,835.61	101,250.00	274,168.23	5,465.60	268,702.63	172,918.23	95,784.40	1.99
Dept 1990	CONTINGENCY								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
Total Dept 1990	CONTINGENCY	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
Dept 2620	CUSTODIAL								
0001	PERSONAL SERVICES	18,862.14	479,000.00	479,000.00	57,310.28	421,689.72	0.00	421,689.72	11.96
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	4,600.00	18,600.00	14,299.18	4,300.82	400.00	3,900.82	76.88
0004	CONTRACTUAL & MISC. EXPENSE	10,513.66	197,379.00	210,965.06	26,881.60	184,083.46	61,951.80	122,131.66	12.74
Total Dept 2620	CUSTODIAL	29,375.80	680,979.00	708,565.06	98,491.06	610,074.00	62,351.80	547,722.20	13.90
Dept 3120	CROSSING GUARDS								
0001	PERSONAL SERVICES	7,935.23	193,000.00	193,000.00	22,479.63	170,520.37	0.00	170,520.37	11.65
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,450.00	1,450.00	0.00	1,450.00	0.00	1,450.00	0.00
Total Dept 3120	CROSSING GUARDS	7,935.23	194,450.00	194,450.00	22,479.63	171,970.37	0.00	171,970.37	11.56
Dept 3310	TRAFFIC								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	9,000.00	9,000.00	0.00	9,000.00	0.00	9,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	8,000.00	8,996.75	945.97	8,050.78	39.00	8,011.78	10.51
Total Dept 3310	TRAFFIC	0.00	17,000.00	17,996.75	945.97	17,050.78	39.00	17,011.78	5.26
Dept 3510	CONTROL OF ANIMALS								
0001	PERSONAL SERVICES	2,525.91	66,560.00	66,560.00	7,577.73	58,982.27	0.00	58,982.27	11.38
0004	CONTRACTUAL & MISC. EXPENSE	64.32	4,960.00	4,960.00	71.06	4,888.94	0.00	4,888.94	1.43
Total Dept 3510	CONTROL OF ANIMALS	2,590.23	71,520.00	71,520.00	7,648.79	63,871.21	0.00	63,871.21	10.69
Dept 4210	YOUTH SERVICES								
0004	CONTRACTUAL & MISC. EXPENSE	5,665.00	67,980.00	67,980.00	11,330.00	56,650.00	0.00	56,650.00	16.67
Total Dept 4210	YOUTH SERVICES	5,665.00	67,980.00	67,980.00	11,330.00	56,650.00	0.00	56,650.00	16.67
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	325.00	1,400.00	1,400.00	395.00	1,005.00	0.00	1,005.00	28.21

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Fund 0001	GENERAL FUND								
Dept 4560	PHYSICIAN								
Total Dept 4560	PHYSICIAN	325.00	1,400.00	1,400.00	395.00	1,005.00	0.00	1,005.00	28.21
Dept 5010	SUPERINTENDENT OF HIGHWAYS								
0001	PERSONAL SERVICES	2,602.15	68,000.00	68,000.00	7,884.46	60,115.54	0.00	60,115.54	11.59
0002	EQUIPMENT & CAPITAL OUTLAY	32.93	500.00	500.00	32.93	467.07	400.00	67.07	6.59
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,000.00	1,000.00	102.98	897.02	0.00	897.02	10.30
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	2,635.08	69,500.00	69,500.00	8,020.37	61,479.63	400.00	61,079.63	11.54
Dept 5132	HIGHWAY GARAGE								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	26,000.00	35,300.00	0.00	35,300.00	9,300.00	26,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	4,180.81	56,200.00	56,200.00	7,354.52	48,845.48	150.00	48,695.48	13.09
Total Dept 5132	HIGHWAY GARAGE	4,180.81	82,200.00	91,500.00	7,354.52	84,145.48	9,450.00	74,695.48	8.04
Dept 5182	STREET LIGHTING								
0004	CONTRACTUAL & MISC. EXPENSE	294.04	35,000.00	35,000.00	294.04	34,705.96	0.00	34,705.96	0.84
Total Dept 5182	STREET LIGHTING	294.04	35,000.00	35,000.00	294.04	34,705.96	0.00	34,705.96	0.84
Dept 6410	PUBLICITY								
0001	PERSONAL SERVICES	4,291.76	112,760.00	112,760.00	12,782.44	99,977.56	0.00	99,977.56	11.34
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	12,138.84	54,785.00	66,920.00	12,144.90	54,775.10	0.00	54,775.10	18.15
Total Dept 6410	PUBLICITY	16,430.60	168,045.00	180,180.00	24,927.34	155,252.66	0.00	155,252.66	13.83
Dept 6510	VETERANS SERVICE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total Dept 6510	VETERANS SERVICE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Dept 6772	PROGRAMS FOR AGING								
0001	PERSONAL SERVICES	8,018.14	182,325.00	182,325.00	23,912.58	158,412.42	0.00	158,412.42	13.12
0004	CONTRACTUAL & MISC. EXPENSE	6,377.39	106,640.00	107,548.22	11,415.18	96,133.04	0.00	96,133.04	10.61
Total Dept 6772	PROGRAMS FOR AGING	14,395.53	288,965.00	289,873.22	35,327.76	254,545.46	0.00	254,545.46	12.19
Dept 7020	RECREATION ADMINISTRATION								
0001	PERSONAL SERVICES	23,133.23	772,227.00	772,227.00	66,380.09	705,846.91	0.00	705,846.91	8.60
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,000.00	5,000.00	552.88	4,447.12	0.00	4,447.12	11.06
0004	CONTRACTUAL & MISC.	33,958.35	439,050.00	442,423.30	53,018.24	389,405.06	566.00	388,839.06	11.98

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Fund 0001	GENERAL FUND								
Dept 9950	TRANSFER TO CAPITAL PROJECTS								
0009	INTERFUND TRANSFERS	0.00	100,000.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
Total Dept 9950	TRANSFER TO CAPITAL PROJECTS	0.00	100,000.00	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
Total Fund 0001	GENERAL FUND	317,975.21	11,550,629.00	11,875,902.52	1,064,744.22	10,811,158.30	331,437.01	10,479,721.29	8.97

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Fund 0002	PART TOWN FUND								
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	21,000.00	21,000.00	14,687.62	6,312.38	0.00	6,312.38	69.94
Total Dept 9040	WORKERS COMPENSATION	0.00	21,000.00	21,000.00	14,687.62	6,312.38	0.00	6,312.38	69.94
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	500.00	500.00	58.90	441.10	0.00	441.10	11.78
Total Dept 9045	LIFE INSURANCE	0.00	500.00	500.00	58.90	441.10	0.00	441.10	11.78
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,600.00	1,600.00	139.96	1,460.04	0.00	1,460.04	8.75
Total Dept 9055	DISABILITY INSURANCE	0.00	1,600.00	1,600.00	139.96	1,460.04	0.00	1,460.04	8.75
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	398.53	213,000.00	213,000.00	35,146.13	177,853.87	0.00	177,853.87	16.50
Total Dept 9060	HOSPITALIZATION	398.53	213,000.00	213,000.00	35,146.13	177,853.87	0.00	177,853.87	16.50
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	21.00	100.00	100.00	21.00	79.00	0.00	79.00	21.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	21.00	100.00	100.00	21.00	79.00	0.00	79.00	21.00
Total Fund 0002	PART TOWN FUND	25,532.24	1,692,108.00	1,862,872.48	129,181.46	1,733,691.02	169,348.33	1,564,342.69	6.93

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Fund 0003	LIBRARY FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
Total Dept 4560	PHYSICIAN	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
Dept 7410	LIBRARY								
0001	PERSONAL SERVICES	36,249.93	993,889.00	993,889.00	107,668.96	886,220.04	0.00	886,220.04	10.83
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,910.00	11,509.50	0.00	11,509.50	8,599.50	2,910.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	8,457.57	249,991.00	257,104.20	12,162.73	244,941.47	14,216.44	230,725.03	4.73
Total Dept 7410	LIBRARY	44,707.50	1,246,790.00	1,262,502.70	119,831.69	1,142,671.01	22,815.94	1,119,855.07	9.49
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	97,000.00	97,000.00	0.00	97,000.00	0.00	97,000.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	97,000.00	97,000.00	0.00	97,000.00	0.00	97,000.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	2,681.42	82,000.00	82,000.00	7,969.38	74,030.62	0.00	74,030.62	9.72
Total Dept 9030	SOCIAL SECURITY	2,681.42	82,000.00	82,000.00	7,969.38	74,030.62	0.00	74,030.62	9.72
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	9,725.00	9,725.00	5,323.24	4,401.76	0.00	4,401.76	54.74
Total Dept 9040	WORKERS COMPENSATION	0.00	9,725.00	9,725.00	5,323.24	4,401.76	0.00	4,401.76	54.74
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	550.00	550.00	68.20	481.80	0.00	481.80	12.40
Total Dept 9045	LIFE INSURANCE	0.00	550.00	550.00	68.20	481.80	0.00	481.80	12.40
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	1,500.00	117.02	1,382.98	0.00	1,382.98	7.80
Total Dept 9055	DISABILITY INSURANCE	0.00	1,500.00	1,500.00	117.02	1,382.98	0.00	1,382.98	7.80
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	692.27	236,500.00	236,500.00	39,145.32	197,354.68	0.00	197,354.68	16.55
Total Dept 9060	HOSPITALIZATION	692.27	236,500.00	236,500.00	39,145.32	197,354.68	0.00	197,354.68	16.55
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	35.00	300.00	300.00	35.00	265.00	0.00	265.00	11.67
Total Dept 9089	MISC. EMPLOYEE BENEFITS	35.00	300.00	300.00	35.00	265.00	0.00	265.00	11.67
Total Fund 0003	LIBRARY FUND	48,116.19	1,675,965.00	1,691,677.70	172,489.85	1,519,187.85	22,815.94	1,496,371.91	10.20

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Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	0.00	778,626.79	71,719.00	706,907.79	706,707.79	200.00	9.21
Total Dept 1989	UNCLASSIFIED	0.00	0.00	778,626.79	71,719.00	706,907.79	706,707.79	200.00	9.21
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Total Dept 4560	PHYSICIAN	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
Dept 5130	MACHINERY								
0001	PERSONAL SERVICES	3,868.44	124,000.00	124,000.00	12,100.18	111,899.82	0.00	111,899.82	9.76
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	14,500.00	14,820.00	1,130.42	13,689.58	0.00	13,689.58	7.63
0004	CONTRACTUAL & MISC. EXPENSE	10,922.95	250,700.00	264,287.84	35,539.37	228,748.47	23,025.56	205,722.91	13.45
Total Dept 5130	MACHINERY	14,791.39	389,200.00	403,107.84	48,769.97	354,337.87	23,025.56	331,312.31	12.10
Dept 5140	BRUSH & WEEDS								
0001	PERSONAL SERVICES	0.00	16,000.00	16,000.00	0.00	16,000.00	0.00	16,000.00	0.00
Total Dept 5140	BRUSH & WEEDS	0.00	16,000.00	16,000.00	0.00	16,000.00	0.00	16,000.00	0.00
Dept 5142	SNOW REMOVAL								
0001	PERSONAL SERVICES	66,860.06	1,041,248.00	1,041,248.00	210,121.32	831,126.68	0.00	831,126.68	20.18
0004	CONTRACTUAL & MISC. EXPENSE	90,353.59	526,330.00	555,139.03	185,503.18	369,635.85	11,804.53	357,831.32	33.42
Total Dept 5142	SNOW REMOVAL	157,213.65	1,567,578.00	1,596,387.03	395,624.50	1,200,762.53	11,804.53	1,188,958.00	24.78
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	150,000.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	5,216.37	90,000.00	90,000.00	16,422.65	73,577.35	0.00	73,577.35	18.25
Total Dept 9030	SOCIAL SECURITY	5,216.37	90,000.00	90,000.00	16,422.65	73,577.35	0.00	73,577.35	18.25
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	65,000.00	65,000.00	32,454.56	32,545.44	0.00	32,545.44	49.93
Total Dept 9040	WORKERS COMPENSATION	0.00	65,000.00	65,000.00	32,454.56	32,545.44	0.00	32,545.44	49.93
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	108.50	891.50	0.00	891.50	10.85
Total Dept 9045	LIFE INSURANCE	0.00	1,000.00	1,000.00	108.50	891.50	0.00	891.50	10.85
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00

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Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 9050	UNEMPLOYMENT INSURANCE								
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,545.00	2,545.00	191.35	2,353.65	0.00	2,353.65	7.52
Total Dept 9055	DISABILITY INSURANCE	0.00	2,545.00	2,545.00	191.35	2,353.65	0.00	2,353.65	7.52
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	1,057.49	436,000.00	436,000.00	62,964.41	373,035.59	0.00	373,035.59	14.44
Total Dept 9060	HOSPITALIZATION	1,057.49	436,000.00	436,000.00	62,964.41	373,035.59	0.00	373,035.59	14.44
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	28.00	225.00	225.00	28.00	197.00	0.00	197.00	12.44
Total Dept 9089	MISC. EMPLOYEE BENEFITS	28.00	225.00	225.00	28.00	197.00	0.00	197.00	12.44
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	178,306.90	2,721,548.00	3,542,891.66	628,282.94	2,914,608.72	741,537.88	2,173,070.84	17.73

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2024 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 1989	UNCLASSIFIED								
0522		0.00	350,000.00	350,000.00	0.00	350,000.00	0.00	350,000.00	0.00
Total Dept 1989	UNCLASSIFIED	0.00	350,000.00	350,000.00	0.00	350,000.00	0.00	350,000.00	0.00
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	347.00	2,600.00	2,600.00	347.00	2,253.00	0.00	2,253.00	13.35
Total Dept 4560	PHYSICIAN	347.00	2,600.00	2,600.00	347.00	2,253.00	0.00	2,253.00	13.35
Dept 5110	GENERAL REPAIRS								
0001	PERSONAL SERVICES	14,847.68	1,755,504.00	1,755,504.00	49,095.66	1,706,408.34	0.00	1,706,408.34	2.80
0004	CONTRACTUAL & MISC. EXPENSE	67,616.23	1,064,848.00	1,179,514.00	113,361.96	1,066,152.04	13,100.00	1,053,052.04	9.61
Total Dept 5110	GENERAL REPAIRS	82,463.91	2,820,352.00	2,935,018.00	162,457.62	2,772,560.38	13,100.00	2,759,460.38	5.54
Dept 5112	IMPROVEMENTS								
0002	EQUIPMENT & CAPITAL OUTLAY	15,446.65	273,000.00	337,078.52	15,446.65	321,631.87	48,078.52	273,553.35	4.58
Total Dept 5112	IMPROVEMENTS	15,446.65	273,000.00	337,078.52	15,446.65	321,631.87	48,078.52	273,553.35	4.58
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	175,000.00	175,000.00	0.00	175,000.00	0.00	175,000.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	175,000.00	175,000.00	0.00	175,000.00	0.00	175,000.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	1,110.04	135,000.00	135,000.00	3,700.14	131,299.86	0.00	131,299.86	2.74
Total Dept 9030	SOCIAL SECURITY	1,110.04	135,000.00	135,000.00	3,700.14	131,299.86	0.00	131,299.86	2.74
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	185,000.00	185,000.00	135,751.07	49,248.93	0.00	49,248.93	73.38
Total Dept 9040	WORKERS COMPENSATION	0.00	185,000.00	185,000.00	135,751.07	49,248.93	0.00	49,248.93	73.38
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	102.30	897.70	0.00	897.70	10.23
Total Dept 9045	LIFE INSURANCE	0.00	1,000.00	1,000.00	102.30	897.70	0.00	897.70	10.23
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,500.00	2,500.00	181.69	2,318.31	0.00	2,318.31	7.27
Total Dept 9055	DISABILITY INSURANCE	0.00	2,500.00	2,500.00	181.69	2,318.31	0.00	2,318.31	7.27
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	105.39	500,000.00	500,000.00	75,670.69	424,329.31	0.00	424,329.31	15.13

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2024 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 9060	HOSPITALIZATION								
Total Dept 9060	HOSPITALIZATION	105.39	500,000.00	500,000.00	75,670.69	424,329.31	0.00	424,329.31	15.13
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	35.00	325.00	325.00	35.00	290.00	0.00	290.00	10.77
Total Dept 9089	MISC. EMPLOYEE BENEFITS	35.00	325.00	325.00	35.00	290.00	0.00	290.00	10.77
Total Fund 0005	HIGHWAY PART TOWN FUND	99,507.99	4,454,777.00	4,633,521.52	393,692.16	4,239,829.36	61,178.52	4,178,650.84	8.50
Grand Total		669,438.53	22,095,027.00	23,606,865.88	2,388,390.63	21,218,475.25	1,326,317.68	19,892,157.57	10.12

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

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2024 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0001	GENERAL FUND							
Item 1001	REAL PROPERTY TAXES	3,790,954.87	(3,790,954.87)	6,488,498.00	6,488,498.00	6,492,123.87	(3,625.87)	100.06
Item 1081	OTHER PYMT IN LIEU OF TAXES	2,532.69	(2,532.69)	2,500.00	2,500.00	2,532.69	(32.69)	101.31
Item 1090	INTEREST & PENALTY ON PROP TAX	0.00	0.00	140,000.00	140,000.00	0.00	140,000.00	0.00
Item 1170	FRANCHISES	0.00	0.00	390,000.00	390,000.00	0.00	390,000.00	0.00
Item 1232	TAX COLLECTOR FEES	0.00	0.00	1,800.00	1,800.00	0.00	1,800.00	0.00
Item 1255	CLERK FEES	192.50	(192.50)	3,500.00	3,500.00	192.50	3,307.50	5.50
Item 1550	DOG WARDEN FEES	0.00	0.00	200.00	200.00	0.00	200.00	0.00
Item 2001	CULTURE & RECREATION FEES	(3,097.00)	3,097.00	891,400.00	891,400.00	167,257.17	724,142.83	18.76
Item 2228	GIS CHARGES, OTHER GOV'T	0.00	0.00	14,000.00	14,000.00	0.00	14,000.00	0.00
Item 2350	YOUTH SER/OTHER GOV'T.	0.00	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00
Item 2351	PROGRAMS FOR AGING - OTHER GOV'T	0.00	0.00	45,000.00	45,000.00	0.00	45,000.00	0.00
Item 2401	INTEREST & EARNINGS	0.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00
Item 2410	RENTAL OF LAND	8,577.31	(8,577.31)	188,500.00	188,500.00	26,122.31	162,377.69	13.86
Item 2411	FIELD USE FEES	0.00	0.00	10,100.00	10,100.00	60.00	10,040.00	0.59
Item 2450	COMMISSIONS	129.45	(129.45)	900.00	900.00	129.45	770.55	14.38
Item 2544	DOG LICENSES	1,012.00	(1,012.00)	14,000.00	14,000.00	1,012.00	12,988.00	7.23
Item 2560	STREET OPENING PERMITS	800.00	(800.00)	2,500.00	2,500.00	800.00	1,700.00	32.00
Item 2590	PERMITS	70.00	(70.00)	9,900.00	9,900.00	70.00	9,830.00	0.71
Item 2610	FINES & FORFEITED BAIL	0.00	0.00	35,000.00	35,000.00	0.00	35,000.00	0.00
Item 2665	SALE OF EQUIPMENT	0.00	0.00	250.00	250.00	0.00	250.00	0.00
Item 2701	REFUND OF PRIOR YEAR EXP.	1,619.88	(1,619.88)	500.00	500.00	3,843.19	(3,343.19)	768.64
Item 2705	GIFTS & DONATIONS	0.00	0.00	21,000.00	21,000.00	0.00	21,000.00	0.00
Item 2770	OTHER UNCLASSIFIED REVENUES	465.07	(465.07)	16,000.00	16,000.00	1,321.66	14,678.34	8.26
Item 2801	INTERFUND REVENUES	0.00	0.00	35,000.00	35,000.00	0.00	35,000.00	0.00
Item 3001	STATE AID PER CAPITA	0.00	0.00	108,081.00	108,081.00	0.00	108,081.00	0.00
Item 3005	MORTGAGE TAX	0.00	0.00	925,000.00	925,000.00	0.00	925,000.00	0.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	350,000.00	350,000.00	350,000.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	1,700,000.00	1,700,000.00	0.00	1,700,000.00	0.00
Total Fund 0001	GENERAL FUND	3,803,256.77	(3,803,256.77)	11,550,629.00	11,550,629.00	7,045,464.84	4,505,164.16	61.00

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2024 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0002	PART TOWN FUND							
Item 1001	REAL PROPERTY TAXES	70,808.00	(70,808.00)	170,808.00	170,808.00	170,808.00	0.00	100.00
Item 1120	SALES TAX	0.00	0.00	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00
Item 1560	SAFETY INSPECTION FEES	19,240.64	(19,240.64)	20,000.00	20,000.00	19,240.64	759.36	96.20
Item 1570	DEMOLITION PERMITS	0.00	0.00	500.00	500.00	0.00	500.00	0.00
Item 2110	ZONING FEES	75.00	(75.00)	2,500.00	2,500.00	75.00	2,425.00	3.00
Item 2115	PLANNING BOARD FEES	675.00	(675.00)	8,000.00	8,000.00	675.00	7,325.00	8.44
Item 2401	INTEREST & EARNINGS	0.00	0.00	35,000.00	35,000.00	0.00	35,000.00	0.00
Item 2545	LICENSES, OTHER	900.00	(900.00)	3,000.00	3,000.00	900.00	2,100.00	30.00
Item 2550	PERMITS - CERT. OF OCCUPANCY	250.00	(250.00)	4,000.00	4,000.00	250.00	3,750.00	6.25
Item 2555	BUILDING & ALTERATION PERMITS	37,611.05	(37,611.05)	91,000.00	91,000.00	37,611.05	53,388.95	41.33
Item 2590	PERMITS	760.00	(760.00)	3,300.00	3,300.00	760.00	2,540.00	23.03
Item 2591	FIRE ALARM PERMITS	40.00	(40.00)	500.00	500.00	40.00	460.00	8.00
Item 5999	APPROP FD BALANCE	0.00	0.00	153,500.00	153,500.00	0.00	153,500.00	0.00
Total Fund 0002	PART TOWN FUND	130,359.69	(130,359.69)	1,692,108.00	1,692,108.00	230,359.69	1,461,748.31	13.61

Date Prepared: 02/16/2024 10:09 AM

Report Date: 02/16/2024

Account Table: FUND 1-5

Alt. Sort Table:

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2024 Period From: 1 To: 12

GLR0116 1.0

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Prepared By: BRIAN

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0003	LIBRARY FUND							
Item 1001	REAL PROPERTY TAXES	617,365.00	(617,365.00)	1,417,365.00	1,417,365.00	1,417,365.00	0.00	100.00
Item 2081	COLLECTION FEES	0.00	0.00	500.00	500.00	110.00	390.00	22.00
Item 2082	LIBRARY FINES	647.01	(647.01)	28,000.00	28,000.00	2,381.84	25,618.16	8.51
Item 2083	PRINTING REVENUE	365.00	(365.00)	3,600.00	3,600.00	643.00	2,957.00	17.86
Item 2401	INTEREST & EARNINGS	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.00
Item 2760	SYSTEM GRANTS	0.00	0.00	6,500.00	6,500.00	0.00	6,500.00	0.00
Item 5999	APPROP FD BALANCE	0.00	0.00	200,000.00	200,000.00	0.00	200,000.00	0.00
Total Fund 0003	LIBRARY FUND	618,377.01	(618,377.01)	1,675,965.00	1,675,965.00	1,420,499.84	255,465.16	84.76

Date Prepared: 02/16/2024 10:09 AM

Report Date: 02/16/2024

Account Table: FUND 1-5

Alt. Sort Table:

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2024 Period From: 1 To: 12

GLR0116 1.0

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Prepared By: BRIAN

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND							
Item 1001	REAL PROPERTY TAXES	745,348.00	(745,348.00)	1,945,348.00	1,945,348.00	1,945,348.00	0.00	100.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	394,000.00	394,000.00	156,745.16	237,254.84	39.78
Item 2401	INTEREST & EARNINGS	0.00	0.00	26,000.00	26,000.00	0.00	26,000.00	0.00
Item 2650	SALE OF SCRAP & EXCESS	0.00	0.00	1,000.00	1,000.00	347.20	652.80	34.72
Item 5999	APPROP FD BALANCE	0.00	0.00	355,200.00	355,200.00	0.00	355,200.00	0.00
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	745,348.00	(745,348.00)	2,721,548.00	2,721,548.00	2,102,440.36	619,107.64	77.25

TOWN OF PITTSFORD

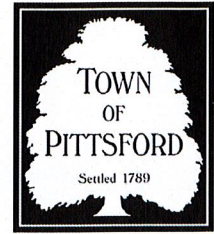
Revenue Control Report

Fiscal Year: 2024 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0005	HIGHWAY PART TOWN FUND							
Item 1001	REAL PROPERTY TAXES	351,277.00	(351,277.00)	451,277.00	451,277.00	451,277.00	0.00	100.00
Item 1120	SALES TAX	0.00	0.00	2,950,000.00	2,950,000.00	0.00	2,950,000.00	0.00
Item 2401	INTEREST & EARNINGS	0.00	0.00	70,000.00	70,000.00	0.00	70,000.00	0.00
Item 3501	CHIPS PROGRAM	0.00	0.00	228,000.00	228,000.00	0.00	228,000.00	0.00
Item 5999	APPROP FD BALANCE	0.00	0.00	755,500.00	755,500.00	0.00	755,500.00	0.00
Total Fund 0005	HIGHWAY PART TOWN FUND	351,277.00	(351,277.00)	4,454,777.00	4,454,777.00	451,277.00	4,003,500.00	10.13
Grand Total		5,648,618.47	(5,648,618.47)	22,095,027.00	22,095,027.00	11,250,041.73	10,844,985.27	50.92

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

MEMORANDUM



To: William A. Smith and Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: February 14, 2024

Regarding: 2024 Community Events - Band Contracts

For Meeting On: February 22, 2024

Ladies and Gentlemen:

The Town of Pittsford contracts musical entertainment for our community events and summer concert series. Attached are sample contracts from each event.

Please see schedule below:

Paddle & Pour

Saturday, May 25, 2024, 12:00pm-10:00pm

Band Name	Cost	Time of Performance
Peter Pitts and Friends	\$600	12:00-1:30pm
Tobey Village House Band	\$600	2:00-3:30pm
Acoustic Brew	\$700	4:00-5:30pm
Hey Mabel	\$700	6:00-7:30pm
Uptown Groove	\$2,200	8:00-10:00pm

Memorial Day Parade

Monday, May 27, 2024, 10:00am

Band Name	Cost
Prime Time Brass	\$1,500
Hitmen Brass Band	\$1,200
Towpath Volunteer Fife and Drum Corps	\$950
Gates Keystone Club Police Pipes and Drums	\$850
Pittsford Fire Department Band	\$0

Summer Concert Series

Fridays, 6:30pm-8:00pm

Date	Band Name	Cost
06/07/2024	Pittsford Mendon and Sutherland Jazz Ensembles	\$0
06/14/2024	Prime Time Funk	\$2,000
06/21/2024	Miller and the Other Sinners	\$1,500
06/28/2024	John Dady Band	\$1,200
07/12/2024	Earthtones	\$600
07/19/2024	Bill Tiberio Band	\$800
07/26/2024	The Downtown Men - Billy Joel Tribute	\$1,200
08/02/2024	Son Henry	\$800
08/09/2024	Todd East and Casino Royale	\$1,000
08/16/2024	Pittsford Fire Department Band	\$500
08/23/2024	Mambo Kings	\$800

Summer Concerts for Kids
Wednesdays, 6:30pm-7:30pm

Date	Band Name	Cost
07/17/2024	Mistergreene	\$200
07/31/2024	Mr. Loops	\$500
08/14/2024	The Happy Pirates	\$500

Main Street Food Truck and Music Fest
Saturday, September 14, 2024, 12:00pm-9:00pm

Band Name	Cost	Time of Performance
Hey Mabel	\$700	12:00-1:30pm
Begging Angels	\$900	2:00-3:30pm
BarnSalt	\$1,200	5:00-6:30pm
Atlas	\$2,000	7:00-9:00pm

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 authorizes the Town Supervisor to sign contracts with the aforementioned bands, which is within the Recreation Department's community events expense budget.

Paddle & Pour
Entertainment Vendor Agreement
Peter Pitts and Friends

SAMPLE

Entertainment Terms of Operation: Vendor agrees to provide musical entertainment for Paddle & Pour sponsored by the Town of Pittsford located on North Main St.

Saturday May 25, 2024. 12:00-1:30pm.

Fee: The Town shall pay to the Vendor \$600 for the event. Such fee shall be paid on the day of the event.

Equipment: Vendor shall furnish and install, at his/her own expense, any equipment for the event, other than the stage, lighting, and sound system. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the festival and such removal shall be completed no later than *11:00pm on the date of the event*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the festival.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left in the booth or at the festival site.

Vendor acknowledges that street sweepers and washers may be cleaning the festival site in the evening, and that such operations may cause damage to any equipment, fixtures and any other property left on the site by Vendor. Should damage or loss occur, Vendor agrees not to hold the Town of Pittsford responsible.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the festival shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the

event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit any other person to take up such space(s) as reserved for the Vendor.

Vendor Signature _____ Date _____
Peter Pizzutelli
Peter Pitts and Friends

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2024 TO:

Town of Pittsford
Department of Recreation
35 Lincoln Ave
Pittsford NY 14534
585-248-6280

Memorial Day Parade Bands Agreement

SAMPLE

Prime Time Brass

Entertainment Terms of Operation: **Vendor agrees to participate in the Memorial Day Parade sponsored by the Town of Pittsford on Monday, May 27, 2024 at 10:00am.**

Fee: The Town shall pay to the Vendor \$1,500 for the parade. Such fee shall be paid on the day of the parade.

Equipment: Vendor shall furnish and install, at his/her own expense, any equipment for the parade. When setting up their equipment, Vendor shall consider the safety of all parade patrons.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the parade.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the parade site.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the parade shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the parade is not held due to rain, there will be no reimbursement. However, if the parade has started and then is cancelled the performers will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated parade.

Vendor Signature _____ Date _____

Dave Cuff
Prime Time Brass

Town of Pittsford _____ Date _____

William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2024 IN THE ENCLOSED ENVELOPE TO:

Town of Pittsford
Department of Recreation
35 Lincoln Avenue
Pittsford NY 14534
585-248-6280

Summer Concert Bands Agreement

SAMPLE

Prime Time Funk

Entertainment Terms of Operation: Vendor agrees to participate in the Summer Concert Series sponsored by the Town of Pittsford during the following date and times:

6/14/2024 from 6:30-8:00pm

Vendor shall provide musical entertainment for the concert. Vendor may begin set up of any equipment at 4:00 pm. on the date of the concert located at the William A. Carpenter Park at Port of Pittsford, 22 North Main Street, Pittsford, NY, 14534.

Fee: The Town shall pay to the vendor **\$2,000** for the concert. Such fee shall be paid on the day of the concert.

Equipment: Vendor shall furnish and install, at his/her own expense, any equipment for the concert, other than the stage. When setting up their equipment, Vendor shall consider the safety of all concert patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the concert and such removal shall be completed no later than *10:00pm on the date of the concert*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the concert.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the concert site.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the concert shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the concert is cancelled on the day of the event due to inclement weather or natural disaster, there will be no reimbursement; provided, however that the concert is cancelled after 3pm, the Vendor will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated concert.

Vendor Signature _____ Date _____
Jim Richmond
Prime Time Funk

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2024 IN THE ENCLOSED ENVELOPE TO:

Town of Pittsford
Department of Recreation
35 Lincoln Ave
Pittsford NY 14534
585-248-6280

Summer Concert Bands Agreement

SAMPLE

The Happy Pirates

Entertainment Terms of Operation: Vendor agrees to participate in the Summer Concert Series sponsored by the Town of Pittsford during the following date and times:

8/14/2024 from 6:30-7:30pm

Vendor shall provide musical entertainment for the concert. Vendor may begin set up of any equipment at 4:00 pm. on the date of the concert located at the Pittsford Community Center, 35 Lincoln Ave, Pittsford, NY, 14534.

Fee: The Town shall pay to the Vendor **\$500** for the concert. Such fee shall be paid on the day of the concert.

Equipment: Vendor shall furnish and install, at his/her own expense, any equipment for the concert, other than the stage. When setting up their equipment, Vendor shall consider the safety of all concert patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the concert and such removal shall be completed no later than *10:00pm on the date of the concert*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the concert.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the concert site.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the concert shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the concert is cancelled on the day of the event due to inclement weather or natural disaster, there will be no reimbursement; provided, however that the concert is cancelled after 3pm, the Vendor will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated concert.

Vendor Signature _____ Date _____
Matthew Roy
The Happy Pirates

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2024 IN THE ENCLOSED ENVELOPE TO:

Town of Pittsford
Department of Recreation
35 Lincoln Ave
Pittsford NY 14534
585-248-6280

Pittsford Food Truck and Music Fest
Entertainment Vendor Agreement

SAMPLE

Hey Mabel

Entertainment Terms of Operation: Vendor agrees to provide musical entertainment for the Pittsford Food Truck and Music Fest sponsored by the Town of Pittsford located on South Main Street.

Saturday September 14, 2024. 12:00-1:30pm.

Fee: The Town shall pay to the Vendor \$700 for the event. Such fee shall be paid on the day of the event.

Equipment: Vendor shall furnish and install, at his/her own expense, any equipment for the event, other than the stage, lighting, and sound system. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the festival and such removal shall be completed no later than *11:00pm on the date of the event*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the festival.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left in the booth or at the festival site.

Vendor acknowledges that street sweepers and washers may be cleaning the festival site in the evening, and that such operations may cause damage to any equipment, fixtures and any other property left on the site by Vendor. Should damage or loss occur, Vendor agrees not to hold the Town of Pittsford responsible.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the festival shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit any other person to take up such space(s) as reserved for the Vendor.

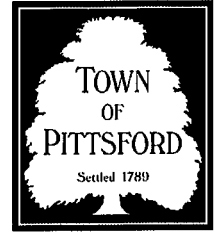
Vendor Signature _____ Date _____
Jonathan Lane
Hey Mabel

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2024 TO:

Town of Pittsford
Department of Recreation
35 Lincoln Ave
Pittsford NY 14534
585-248-6280

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: February 14, 2024

Regarding: 2024 Community Festival Temporary Access Licenses

For Meeting On: February 22, 2024

Ladies and Gentlemen:

Attached you will find sample temporary access licenses for the 2024 community festivals.

<u>Festival</u>	<u>Location</u>	<u>Time</u>
Paddle and Pour	North Main Street	Noon-10pm
Food Truck and Music Fest	South Main Street	Noon-9pm

Activity and vendor space will be provided at several properties along North & South Main Street. The attached sample documents were drafted in cooperation with 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 temporary access licenses in regards to the Pittsford community festivals.

TOWN OF PITTSFORD

SETTLED 1789

Recreation Department

35 LINCOLN AVENUE, PITTSFORD, NY 14534

TEL. 585-248-6280 FAX 585-248-6286

SAMPLE

Town of Pittsford Temporary Access License:

Owner's Name: Village of Pittsford
Property Address: 21 N. Main St
Pittsford, NY 14534

The undersigned, as owner of real property known as the Village of Pittsford at, 21 N. Main St, Pittsford, NY 14534, in consideration of one dollar, receipt whereof is hereby acknowledged, does hereby grant to the Town of Pittsford, a municipal corporation with offices at 11 South Main Street, Pittsford, New York, a Temporary Access License for permission to enter upon the premises above described, on foot or vehicle and with machinery, tools, or equipment, as necessary, for the following purposes:

Setup of an event tent in the parking lot of said property. Tent will be used for children's activities and entertainment. Area will also be used for additional community group and sponsor tents. Other items to be set up on the Village of Pittsford property include, but are not limited to, tables, chairs, and trash receptacles. The Town of Pittsford also has permission for general use of outside water and electric services for event needs.

Time of Temporary Access License – Paddle and Pour:

Start Time: 6:00pm Friday, May 24, 2024

Finish Time: 12:00pm Sunday, May 26, 2024

Actual Event Time: 12:00pm Saturday, May 25, 2024 - 10:00pm Saturday, May 25, 2024

This Temporary License is granted upon the following conditions:

1. The Town will remove property, restore the surface of all disturbed areas to substantially the same condition as existing prior to the Town's entering the premises.
2. The Town will use all reasonable precautions to preserve and save from damage or destruction any trees, shrubbery, fences, posts and lamps within the area.
3. The Town will name the Village of Pittsford as additional insured parties under the Town's liability insurance policy with respect to the Paddle and Pour event and provide evidence prior to the event.

Owner

Date

Town of Pittsford Representative

Date

TOWN OF PITTSFORD

SETTLED 1789

Recreation Department

35 LINCOLN AVENUE, PITTSFORD, NY 14534
TEL. 585-248-6280 FAX 585-248-6286

SAMPLE

Town of Pittsford Temporary Access License:

Owner's Name: 19 South Main Street LLC (Cyndi Weis)

Property Address: 19 South Main Street
Pittsford, NY 14534

The undersigned, as owner of real property known as 19 South Main Street, Pittsford, NY 14534, in consideration of one dollar, receipt whereof is hereby acknowledged, does hereby grant to the Town of Pittsford, a municipal corporation with offices at 11 South Main Street, Pittsford, New York, a Temporary Access License for permission to enter upon the premises above described, on foot or vehicle and with machinery, tools, or equipment, as necessary, for the following purpose:

To accommodate space for equipment, and permit parking during the Town's Food Truck and Music Fest. The Town of Pittsford also has permission for general use of outside water and electric services for event needs.

Time of Temporary Access License – Pittsford Food Truck and Music Fest:

Start Time: 5:00am Saturday, September 14, 2024

Finish Time: 11:30pm Saturday, September 14, 2024

Actual Event Time: 12:00pm Saturday, September 14 - 9:00pm Saturday, September 14, 2024

This Temporary License is granted upon the following conditions:

1. The Town will restore the surface of all disturbed areas to substantially the same condition as existing prior to the Town's entering the premises.
2. The Town will use all reasonable precautions to preserve and save from damage or destruction any trees, shrubbery, fences, posts and lamps within the area.
3. The Town will name 19 South Main Street LLC as an additional insured under the Town's liability insurance policy with respect to the Food Truck and Music Fest.

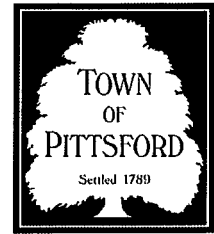
Owner

Date

Town of Pittsford Representative

Date

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: February 14, 2024

Regarding: 2024 Community Events-Infrastructure

For Meeting On: February 22, 2024

Ladies and Gentlemen:

In planning for the upcoming 2024 special events season, the Recreation Department has requested and received quotes from a number of vendors. The Recreation Department asks that you review the following:

- Audio Images, Inc. - Provides sound, lighting and a Stageline SL100 mobile stage for community festivals for a price not to exceed \$10,080.
- McCarthy Tents & Events - Provides tents, tables, table covers and chairs for community festivals for a price not to exceed \$17,050.
- STS Security and Event Management - Provides security for a rate of \$36.00 per hour for NYS Certified Security Supervisors and \$32.00 per hour for NYS Certified Security Officers.
- Young Explosives Corporation – Young explosives will provide a fireworks display at the conclusion of the Main Street Food Truck and Music Fest for a price not to exceed \$3,000.
- Adventures in Climbing – Provides inflatable movie screen, sound system and staff for Family Outdoor Movies held on July 11, July 25, August 8 & August 22 at Sutherland High School for a price not to exceed \$5,600.

The Town of Pittsford will obtain the appropriate documentation from vendors, including proof of insurance. Vendor payment amounts will be based on final orders and will be within the Recreation Department's 2024 events budget.

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, authorizes the Town Supervisor to sign a contract with the following vendors to allow them to provide their services for the Town of Pittsford's 2024 community events.

- Audio Images, Inc. for a fee not to exceed \$10,080.
- McCarthy Tents & Events for a fee not to exceed \$17,050.
- STS Security and Event Management for a fee not to exceed for a rate of \$36.00 per hour for NYS Certified Security Supervisors and \$32.00 per hour for NYS Certified Security Officers.
- Young Explosives Corporation for a fee not to exceed \$3,000.
- Adventures in Climbing for a fee not to exceed \$5,600.



Audio Images Sound & Lighting, Inc
 P.O. Box 1453
 Batavia, New York 14021
 Phone: (585) 343-4050
 Fax: (585) 343-4060
 www.audioimagesonline.com

Quote

Quote Number: 24-0075
 Pittsford Food Truck & Music Fest 2024

Client Town Of Pittsford Alison E. Burchett 35 Lincoln Ave. Pittsford, NY 14534 US Phone: 585-248-6280 Email: aburchett@townofpittsford.org	Bill to Town Of Pittsford 35 Lincoln Avenue Pittsford, New York 14534 US Phone: 585-248-6280	Venue / Site Four Corners N Main St Pittsford NY 14534
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Account Manager Joshua Rose	Customer PO	This quote is valid until
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Load In	Show Start	Show End	Load Out
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Terms Day of show	Tax Rule NYS Genesee County (NT)	Deposit \$0.00	Deposit Due Date 9/14/2024
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Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Note		Client to Provide Power..within 10 feet of stage.					
Staging							
Rental Tax	1	Stageline SL100	For Food Truck And Music Fest Only..	1	Day Rate	1,600.00	1,600.00
						Staging Total:	\$1,600.00
Package Price							
Rental Tax	1	Audio Package Price	Food Truck And Music	1	Day Rate	1,375.00	1,375.00
						Package Price Total:	\$1,375.00
Audio							
Rental Tax	1	Yorkville NX720S		1	Day Rate	0.00	0.00
Rental Tax	1	IEC Power Cable		1		0.00	0.00
Rental Tax	1	Whirlwind 40 channel snake package		1	Day Rate	0.00	0.00
Rental Tax	1	Whirlwind 40ch 3-way Head Case		1		0.00	0.00
Rental Tax	1	Whirlwind 40ch 250ft Snake		1		0.00	0.00
Rental Tax	1	Cable Ramp Kit - Guard Dog	Contains 14 cable ramp sections	1	Day Rate	0.00	0.00
Rental Tax	1	Stage Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Small Mic Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Feeder Kit		1	Day Rate	0.00	0.00
Rental Tax	1	SL100 Cable Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Audio Images LPD		1	Day Rate	0.00	0.00
Rental Tax	1	X32 FOH Package		1	Day Rate	0.00	0.00
Rental Tax	1	Behringer X32 Digital Mixer		1		0.00	0.00
Rental Tax	1	IEC Power Cable		1		0.00	0.00
Rental Tax	1	Behringer X32 Dust Cover		1		0.00	0.00
Rental Tax	1	Behringer X32 Case		1		0.00	0.00
Rental Tax	1	Whirlwind W1M-XLR F Fanout - 10ft		1		0.00	0.00
Rental Tax	1	Whirlwind W3 Fanout (40x0) - 10ft		1		0.00	0.00
Rental Tax	1	RCF HDL 30 System 8X4				0.00	0.00
Rental Tax	8	RCF HDL-30A		1		0.00	0.00
Rental Tax	2	RCF HDL30 Dolly Cart		1		0.00	0.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental Tax	2	RCF Cable Kit (HDL30)		1		0.00	0.00
Rental Tax	4	RCF SUB-9006AS		1		0.00	0.00
Rental Tax	2	RCF SUB-9006AS Dolly Board		1		0.00	0.00
Rental Tax	2	RCF HDL30 Fly Bar		1	Day Rate	0.00	0.00
Rental Tax	1	Monitor amps & wedges Package				0.00	0.00
Rental Tax	3	TX2 4ch Amp Rack				0.00	0.00
Rental Tax	6	Yorkville TX2M				0.00	0.00
Rental Tax	3	R&R TX2M Case				0.00	0.00
Rental Tax	1	NL4 Cable Kit				0.00	0.00
						Audio Total:	\$0.00
Rental Tax	2	LED tree lighting kit		1	Day Rate	0.00	0.00
Rental Tax	4	4-Bar LED Par64		1		0.00	0.00
Rental Tax	4	Ultimate Stand [Black]		1		0.00	0.00
Rental Tax	2	Leviton N1000-006 6 Fader DMX Controller		1		0.00	0.00
Rental Tax	2	Leviton N1000 Wall Wart Power Supply		1		0.00	0.00
Rental Tax	2	5pin M to 3pin F DMX		1		0.00	0.00
Rental Tax	2	Leviton N1000 Case		1		0.00	0.00
Crowd Control							
Note	Client to Provide 4 Hands to Unload and reload Bike Rack At no cost to Audio Images.						
Rental Tax	1	Small bike rack trailer package	66 8ft sections of crowd control fencing on a 20ft trailer.	1	Day Rate	425.00	425.00
Rental Tax	65	Crowd Control Fencing - 8ft		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Main Body - 8'		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Narrow Base Foot	Includes bolt and nylock nut	1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Wide Base Foot	Includes bolt and nylock nut	1		0.00	0.00
Rental Tax	1	Bike rack trailer - 20ft		1		0.00	0.00
						Crowd Control Total:	\$425.00
Transportation							
Rental Tax	1	Mitsubishi 16ft Box Truck		1	Day Rate	180.00	180.00
Rental Tax	2	1-ton Pickup Truck		1	Day Rate	130.00	260.00
						Transportation Total:	\$440.00
Labor							
Labor	1	FOH Engineer	Load In, Show, Load Out	1	Day Rate	400.00	400.00
		9/14/2024 8:00 AM - 11:00 PM					
Labor	1	Lighting Tech	Load In, Show, Load Out	1	Day Rate	400.00	400.00
		9/14/2024 8:00 AM - 11:00 PM					
Labor	1	SL100 Tech	Load In, Load Out	1	Day Rate	200.00	200.00
		9/14/2024 8:00 AM - 11:00 PM					
Labor	1	Driver - Pickup	Drive	1	Day Rate	200.00	200.00
		9/14/2024 8:00 AM - 11:00 PM					
						Labor Total:	\$1,200.00

Subtotal:	\$5,040.00
Sales Tax:	\$0.00
Total:	\$5,040.00
Total Applied Payments:	\$0.00
Balance Due:	\$5,040.00



New York
 P.O. Box 1453
 Batavia, New York 14021
 Phone: (585) 343-4050
 Fax: (585) 343-4060
 www.audioimagesonline.com

Quote Number	24-0075
Name	Pittsford Food Truck & Music Fest
Account Manager	Joshua Rose
Quote Date	1/31/2024

Client
Town Of Pittsford Alison E. Burchett 35 Lincoln Ave. Pittsford, NY 14534 US Phone: 585-248-6280 Email: aburchett@townofpittsford.org

Venue / Site
Four Corners N Main St Pittsford NY 14534

Ship Date	Return Date	Status	Terms	Total
9/14/2024 8:00 AM	9/14/2024 11:00 PM	Tentative	Day of show	\$5,040.00

This contract is issued pursuant to the quote/invoice(s) between Client named above and Audio Images Sound & Lighting Inc., effective see above for date (s) (the quote/invoice). This contract is subject to the terms and conditions listed on our website at audioimagesonline.com and also information contained in this quote/invoice between the parties and is made a part thereof. In the event of any conflict or inconsistency between the terms of this contract and the terms of this Agreement, the terms of this contract shall govern and prevail. This quote/invoice (hereinafter called the contract), effective as listed above is entered into by and between Audio Images and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this contract, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this contract and the terms of the Exhibit(s)/quote/invoice hereto, the terms of the body listed above of this contract shall prevail. Audio Images Sound & Lighting Inc. shall provide the Services and Equipment Deliverable(s) as follows: Please see list of equipment listed above in quote/invoice. Client Responsibilities at no additional cost to Audio Images Sound & Lighting Inc. To provide Audio Images with the Artist(s) most up to date rider or contract or Artist(s) equipment requests well in advance. To provide payment in full. To provide a safe clean work venue. To provide meal(s) during the event or hotels if discussed and noted on the quote/invoice above. To provide secure parking for the Audio Images workers and delivery vehicle(s). To provide Audio Images with a professional sober additional labor force if needed to assist with the set up and take down of the equipment as well as professional certified riggers, stage hands, fork operator, etc. while on site at the venue. ~~The client will indemnify, protect and hold Audio Images harmless from any losses, damages, injuries, claims, and expenses arising out of the use of the equipment regardless of where, how or by who operated. The client will assume the defense of and settlement of any legal proceedings brought to enforce such losses, damages, claims or demands and expenses. The client will also pay all costs and expenses, including reasonable counsel fees, incurred by Audio Images in enforcing any of its rights or remedies under this contract and the terms and conditions listed on our website at audioimagesonline.com.~~ The indemnities and assumptions of liabilities and obligations will continue in full force after the termination of this contract. Client will grant permission to Audio to repossess the equipment at the venue/job site or location elsewhere at any time. ~~In the event that the equipment is stolen lost or not returned within 7 days of the agreed return date, the client will be obligated to pay Audio Images the list price of the equipment. If damaged the Client will be obligated to pay Audio Images the repair cost. If the equipment is not returned to Audio Images on the date and time specified in good working order the client will continue to pay maximum rental rate until return plus a late charge of \$20.00 per item per day.~~ Equipment can only be used at the venue or job site listed above. The client will not remove any Audio Images Inventory label/barcode from the equipment for any reason. All deposit(s) and compensation agreed upon is NON-REFUNDABLE. ~~CLIENT SHALL NAME AUDIO IMAGES AS ADDITIONAL INSURED ON THEIR INSURANCE POLICY AND PROVIDE AUDIO IMAGES WITH A WRITTEN COPY OF VALID PROOF IN ADVANCE.~~ Client agrees to compensate Audio Images the full amount listed above on the quote/or final invoice less any deposit(s) ~~at time of load in before the truck is unloaded~~ on the date of the event. In the event the payment is not made in full Audio Images can cancel the rental/services or pursue full payment with legal action. If the Client is simply picking up the equipment at Audio Images warehouse the client must make payment in full before the equipment can be released. By signing below the Client has caused this contract to be effective as of the day, month and year first written above.

Please sign scan or take a photo and email to your account manager or fax to 585-343-4060

Date: _____

Date: _____

Company _____

Client _____

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

AB
2/12/24

AB
2/12/24

AB
2/12/24



Audio Images Sound & Lighting, Inc
 P.O. Box 1453
 Batavia, New York 14021
 Phone: (585) 343-4050
 Fax: (585) 343-4060
 www.audioimagesonline.com

Quote

Quote Number: 24-0074
 Pittsford Paddle & Pour 2024

Client Town Of Pittsford Alison E. Burchett 35 Lincoln Ave. Pittsford, NY 14534 US Phone: 585-248-6280 Email: aburchett@townofpittsford.org	Bill to Town Of Pittsford 35 Lincoln Avenue Pittsford, New York 14534 US Phone: 585-248-6280	Venue / Site N Main St Pittsford, NY 14534
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Account Manager Joshua Rose	Customer PO	This quote is valid until
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Load In	Show Start	Show End	Load Out
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Terms Day of show	Tax Rule NYS Genesee County (NT)	Deposit \$0.00	Deposit Due Date 5/25/2024
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Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Note		Client to Provide Power..within 10 feet of stage.					
Staging							
Rental Tax	1	Stageline SL100	For Food Truck And Music Fest Only..	1	Day Rate	1,600.00	1,600.00
						Staging Total:	\$1,600.00
Package Price							
Rental Tax	1	Audio Package Price	Food Truck And Music	1	Day Rate	1,375.00	1,375.00
						Package Price Total:	\$1,375.00
Audio							
Rental Tax	1	RCF HDL 30 System 8X4				0.00	0.00
Rental Tax	8	RCF HDL-30A		1		0.00	0.00
Rental Tax	2	RCF HDL30 Dolly Cart		1		0.00	0.00
Rental Tax	2	RCF Cable Kit (HDL30)		1		0.00	0.00
Rental Tax	4	RCF SUB-9006AS		1		0.00	0.00
Rental Tax	2	RCF SUB-9006AS Dolly Board		1		0.00	0.00
Rental Tax	2	RCF HDL30 Fly Bar		1	Day Rate	0.00	0.00
Rental Tax	1	Whirlwind 40 channel snake package		1	Day Rate	0.00	0.00
Rental Tax	1	Whirlwind 40ch 3-way Head Case		1		0.00	0.00
Rental Tax	1	Whirlwind 40ch 250ft Snake		1		0.00	0.00
Rental Tax	1	Monitor amps & wedges Package				0.00	0.00
Rental Tax	3	TX2 4ch Amp Rack				0.00	0.00
Rental Tax	6	Yorkville TX2M				0.00	0.00
Rental Tax	3	R&R TX2M Case				0.00	0.00
Rental Tax	1	Yorkville NX720S		1	Day Rate	0.00	0.00
Rental Tax	1	IEC Power Cable		1		0.00	0.00
Rental Tax	1	Cable Ramp Kit - Guard Dog	Contains 14 cable ramp sections	1	Day Rate	0.00	0.00
Rental Tax	1	Stage Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Small Mic Kit		1	Day Rate	0.00	0.00
Rental Tax	1	Feeder Kit		1	Day Rate	0.00	0.00
Rental Tax	1	SL100 Cable Kit		1	Day Rate	0.00	0.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental Tax	1	Audio Images LPD		1	Day Rate	0.00	0.00
Rental Tax	1	X32 FOH Package		1	Day Rate	0.00	0.00
Rental Tax	1	Behringer X32 Digital Mixer		1		0.00	0.00
Rental Tax	1	IEC Power Cable		1		0.00	0.00
Rental Tax	1	Behringer X32 Dust Cover		1		0.00	0.00
Rental Tax	1	Behringer X32 Case		1		0.00	0.00
Rental Tax	1	Whirlwind W1M-XLR F Fanout - 10ft		1		0.00	0.00
Rental Tax	1	Whirlwind W3 Fanout (40x0) - 10ft		1		0.00	0.00
						Audio Total:	\$0.00
Rental Tax	2	LED tree lighting kit		1	Day Rate	0.00	0.00
Rental Tax	4	4-Bar LED Par64		1		0.00	0.00
Rental Tax	4	Ultimate Stand [Black]		1		0.00	0.00
Rental Tax	2	Leviton N1000-006 6 Fader DMX Controller		1		0.00	0.00
Rental Tax	2	Leviton N1000 Wall Wart Power Supply		1		0.00	0.00
Rental Tax	2	5pin M to 3pin F DMX		1		0.00	0.00
Rental Tax	2	Leviton N1000 Case		1		0.00	0.00
Crowd Control							
Note	Client to Provide 4 Hands to Unload and reload Bike Rack At no cost to Audio Images.						
Rental Tax	1	Small bike rack trailer package	66 8ft sections of crowd control fencing on a 20ft trailer.	1	Day Rate	425.00	425.00
Rental Tax	65	Crowd Control Fencing - 8ft		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Main Body - 8'		1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Narrow Base Foot	Includes bolt and nylock nut	1		0.00	0.00
Rental Tax	65	Crowd Control Fencing Wide Base Foot	Includes bolt and nylock nut	1		0.00	0.00
Rental Tax	1	Bike rack trailer - 20ft		1		0.00	0.00
						Crowd Control Total:	\$425.00
Transportation							
Rental Tax	1	Mitsubisi 16ft Box Truck		1	Day Rate	180.00	180.00
Rental Tax	2	1-ton Pickup Truck		1	Day Rate	130.00	260.00
						Transportation Total:	\$440.00
Labor							
Labor	1	FOH Engineer	Load In, Show, Load Out	1	Day Rate	400.00	400.00
		5/25/2024 8:00 AM - 11:00 PM					
Labor	1	Lighting Tech	Load In, Show, Load Out	1	Day Rate	400.00	400.00
		5/25/2024 8:00 AM - 11:00 PM					
Labor	1	SL100 Tech	Load In, Load Out	1	Day Rate	400.00	400.00
		5/25/2024 8:00 AM - 11:00 PM					
Labor	1	Driver - Pickup	Drive	1	Day Rate	0.00	0.00
		5/25/2024 8:00 AM - 11:00 PM					
						Labor Total:	\$1,200.00
						Subtotal:	\$5,040.00
						Sales Tax:	\$0.00
						Total:	\$5,040.00
						Total Applied Payments:	\$0.00
						Balance Due:	\$5,040.00



New York
 P.O. Box 1453
 Batavia, New York 14021
 Phone: (585) 343-4050
 Fax: (585) 343-4060
 www.audioimagesonline.com

Quote Number	24-0074
Name	Pittsford Paddle & Pour 2024
Account Manager	Joshua Rose
Quote Date	1/31/2024

Client
Town Of Pittsford Alison E. Burchett 35 Lincoln Ave. Pittsford, NY 14534 US Phone: 585-248-6280 Email: aburchett@townofpittsford.org

Venue / Site
N Main St Pittsford, NY 14534

Ship Date	Return Date	Status	Terms	Total
5/25/2024 8:00 AM	5/25/2024 11:00 PM	Tentative	Day of show	\$5,040.00

This contract is issued pursuant to the quote/invoice(s) between Client named above and Audio Images Sound & Lighting Inc., effective see above for date (s) (the quote/invoice). This contract is subject to the terms and conditions listed on our website at audioimagesonline.com and also information contained in this quote/invoice between the parties and is made a part thereof. In the event of any conflict or inconsistency between the terms of this contract and the terms of this Agreement, the terms of this contract shall govern and prevail. This quote/invoice (hereinafter called the contract), effective as listed above is entered into by and between Audio Images and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this contract, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this contract and the terms of the Exhibit(s)/quote/invoice hereto, the terms of the body listed above of this contract shall prevail. Audio Images Sound & Lighting Inc. shall provide the Services and Equipment Deliverable(s) as follows: Please see list of equipment listed above in quote/invoice. Client Responsibilities at no additional cost to Audio Images Sound & Lighting Inc. To provide Audio Images with the Artist(s) most up to date rider or contract or Artist(s) equipment requests well in advance. To provide payment in full. To provide a safe clean work venue. To provide meal(s) during the event or hotels if discussed and noted on the quote/invoice above. To provide secure parking for the Audio Images workers and delivery vehicle(s). To provide Audio Images with a professional sober additional labor force if needed to assist with the set up and take down of the equipment as well as professional certified riggers, stage hands, fork operator, etc. while on site at the venue. ~~The client will indemnify, protect and hold Audio Images harmless from any losses, damages, injuries, claims, and expenses arising out of the use of the equipment regardless of where, how or by who operated. The client will assume the defense of and settlement of any legal proceedings brought to enforce such losses, damages, claims or demands and expenses. The client will also pay all costs and expenses, including reasonable counsel fees, incurred by Audio Images in enforcing any of its rights or remedies under this contract and the terms and conditions listed on our website at audioimagesonline.com.~~ The indemnities and assumptions of liabilities and obligations will continue in full force after the termination of this contract. Client will grant permission to Audio to repossess the equipment at the venue/job site or location elsewhere at any time. ~~In the event that the equipment is stolen lost or not returned within 7 days of the agreed return date, the client will be obligated to pay Audio Images the list price of the equipment. If damaged the Client will be obligated to pay Audio Images the repair cost. If the equipment is not returned to Audio Images on the date and time specified in good working order the client will continue to pay maximum rental rate until return plus a late charge of \$20.00 per item per day.~~ Equipment can only be used at the venue or job site listed above. The client will not remove any Audio Images Inventory label/barcode from the equipment for any reason. All deposit(s) and compensation agreed upon is NON-REFUNDABLE. ~~CLIENT SHALL NAME AUDIO IMAGES AS ADDITIONAL INSURED ON THEIR INSURANCE POLICY AND PROVIDE AUDIO IMAGES WITH A WRITTEN COPY OF VALID PROOF IN ADVANCE.~~ Client agrees to compensate Audio Images the full amount listed above on the quote/or final invoice less any deposit(s) ~~at time of load in before the truck is unloaded~~ on the date of the event. In the event the payment is not made in full Audio Images can cancel the rental/services or pursue full payment with legal action. If the Client is simply picking up the equipment at Audio Images warehouse the client must make payment in full before the equipment can be released. By signing below the Client has caused this contract to be effective as of the day, month and year first written above.

Please sign scan or take a photo and email to your account manager or fax to 585-343-4060

Date: _____
 Company Signature: _____
 Name/Title: _____

Date: _____
 Client Signature: _____
 Name/Title: _____

AB
2/12/24
 AB
2/12/24
 AB
2/12/24



TERMS AND CONDITIONS OF RENTAL CONTRACT
LARGE PRINT VERSION

1. For good and valuable consideration, you and McCarthy Tents & Events, LLC, a New York limited liability company ("MT&E") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on Page 1; "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean MT&E.

2. You agree to rent the Rented Item(s) from MT&E for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MT&E. Unless otherwise specifically agreed by MT&E, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for overtime, overuse, misuse and abuse. No allowance will be made for time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MT&E: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 25% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) MT&E may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of MT&E.

3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless MT&E. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

4. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by MT&E; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals (including without limitation, the approval of the owner(s) of any real property on which any tent(s) and/or other temporary structure(s) is/are to be installed); (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (you must call 811 at least 2 full business days in advance, unless you engage MT&E to do so for an additional fee); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place, an OSHA-COMPLIANT EVACUATION PLAN for all rented tents and other temporary structures; and (x) will ensure that all others comply with this Section.



TERMS AND CONDITIONS OF RENTAL CONTRACT
LARGE PRINT VERSION

5. You will ensure that each Item is used safely and only: (a) for the manufacturer's intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) permit the use of open flames other than chafing dishes, in or under any rented tent; (ii) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (iii) violate any applicable policy of insurance or warranty; or (iv) take possession of or exercise control over any Rented Item without MT&E's prior consent, granted, conditioned or withheld in our sole discretion.

6. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to MT&E on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay MT&E: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, MT&E may incur in connection with your failure to do so.

7. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are clean and properly Packed, using the same packing materials. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.

8. In the event of a Malfunction (as defined in Section 4), you will immediately notify MT&E, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. MT&E will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. WARNINGS: (A) TENTS AND EQUIPMENT USED FOR COOKING AND/OR HEATING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TEMPORARY STRUCTURES, SUCH AS TENTS, MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect all Rented Item(s) and its/their contents; and (c) PERMIT MT&E TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY RENTED ITEM(S) (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL ASSOCIATED RISKS, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E AS PROVIDED IN SECTION 15 HEREOF.

10. You agree to maintain at your sole cost, any and all insurance MT&E may require, which may include liability insurance coverage, host liquor liability ("Dram-Shop") coverage, and/or property damage/inland marine insurance covering the Rented Items, on such terms as MT&E deems appropriate, naming MT&E as an additional insured and loss payee, waiving subrogation against MT&E and being primary and non-contributory.

11. If and only if, we have offered, and you have elected to purchase the OPTIONAL DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to MT&E for 90% of the cost to repair or replace



TERMS AND CONDITIONS OF RENTAL CONTRACT
LARGE PRINT VERSION

Rented Item(s) covered by Damage Waiver ("Covered Items") which suffer physical damage during the Term; provided however, that you will remain 100% liable for: (a) damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) any failure to return Rented Item(s) to MT&E as required under this Contract; (C) gross negligence, misuse and/or abuse; (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) use of any Rented Item in violation of this Contract or any applicable law or policy of insurance; and (b) 10% of all repair/replacement costs for Covered Items. You may decline Damage Waiver by initialing in the appropriate space on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

12. Except with respect to Rented Items which MT&E rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), MT&E owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

13. **You may not transfer, sublease or assign any Rented Item or this Contract** without the prior written consent of MT&E (in its sole discretion). MT&E may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for any pre-existing obligations or liabilities of MT&E.

14. MT&E IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S) OTHER THAN ITEM(S) SPECIFICALLY IDENTIFIED AS "MT&E HANDBUILT ITEMS." ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, ALL SUCH ITEMS ARE PROVIDED "**AS-IS,**" AND **MT&E MAKES NO WARRANTY,** EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF **MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS, COURSE OF BUSINESS, USAGE OF TRADE, AND/OR WORKMANLIKE PERFORMANCE**) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY MT&E, NOR DOES MT&E MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY MT&E OR ANY OWNER SHALL BE DEEMED TO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

15. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, AND ANY AND ALL OTHER LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY RENTED ITEM(S) OR SERVICE(S); AND (B) **HEREBY RELEASE AND DISCHARGE MT&E AND EACH OWNER FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E, EACH OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You hereby waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including without limitation, the Uniform Commercial Code as adopted in New York), as well as all incidental, consequential, special, and punitive damages, against MT&E and each Owner.** *LESSEE DOES NOT WAIVE ANY CLAIMS ARISING FROM LESSOR'S ACTS OR OMISSIONS. AB*



80 SOVRAN DR
 WEBSTER, NY 14580
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote

Quote #: q37833-1

Event Beg: Sat 5/25/2024 9:00AM

Event End: Sat 5/25/2024 11:59PM

Operator: John Langkopf

Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

Phone 585-248-6281

35 LINCOLN AVE
 PITTSFORD, NY 14534

Job Descr: 2024 PADDLE & POUR - TENTS

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Sat 5/25/2024 6:00AM - 8:00AM

Pickup Sat 5/25/2024 10:00PM

35 LINCOLN AVE
 PITTSFORD, NY 14534

35 LINCOLN AVE
 PITTSFORD, NY 14534

DIG SAFE - TENT LOCATION?: NOT NEEDED - CONCRETE

EXACT SETUP LOCATION TBD - UPDATE DELIVERY ADDRESS ACCORDINGLY

Qty	Items Rented	Each	Price
TASTING TENT			
1	20'X60' HIGH PEAK TRACK FRAME WHAT SURFACE IS THE TENT GOING ON?: ASPHALT	\$1,395.00	\$1,395.00
1200	TENT SECURING, CONCRETE/SQ FT	\$0.40	\$480.00
1200	CONCRETE WEIGHT COVER/SQ FT	\$0.10	\$120.00
150	BISTRO LIGHTING, PER. FT.	\$2.50	\$375.00
1	DIMMER SWITCH 1000 WATT MAX LOAD	\$25.00	\$25.00
1	EXTENSION CORD, LIGHTING	\$15.00	\$15.00
6	GLOBE LANTERNS, WHITE PAPER IRR	\$20.00	\$120.00
1	EXTENSION CORD, LIGHTING	\$15.00	\$15.00
ARTISAN MARKET			
1	30'X30' WHITE, WIND-RATED FRAME WHAT SURFACE IS THE TENT GOING ON?: ASPHALT	\$1,485.00	\$1,485.00
6	8'X15' CAFE SIDEWALL, JT	\$75.00	\$450.00
900	TENT SECURING, CONCRETE/SQ FT	\$0.60	\$540.00
900	CONCRETE WEIGHT COVER/SQ FT	\$0.10	\$90.00
120	BISTRO LIGHTING, PER. FT.	\$2.50	\$300.00
1	DIMMER SWITCH 1000 WATT MAX LOAD	\$25.00	\$25.00
1	EXTENSION CORD, LIGHTING	\$15.00	\$15.00
1	DELIVERY, 14534	\$0.00	\$0.00
1	OFF HOURS DELIVERY/PICKUP EARLY MORNING DELIVERY / 10PM PICKUP	\$750.00	\$750.00
1	LABOR CHARGE, (10% OF RENTALS) 10% OF TOTAL RENTAL ITEMS COST - RECALCULATED BEFORE FINAL PAYMENT	\$545.00	\$545.00

Price quoted valid for 30 days.

There is no guarantee of product availability without deposit.

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. AB 2/13/24

Quote

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!

*If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.

*All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed

*Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.

*Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.

*LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER within 14 days prior to the delivery date.

*FINAL COUNTS are due 14 days prior to the delivery date. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!

*ALL DEPOSITS ARE NON REFUNDABLE but transferrable! A 3% Credit Card Convenience fee will be added to all orders over \$3500

*By signing below you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Rental:	\$5,450.00
Sales:	\$1,295.00
Subtotal:	\$6,745.00
Total:	\$6,745.00
Paid:	\$0.00
Amount Due:	\$6,745.00

Signature:

TOWN OF PITTSFORD



80 SOVRAN DR
 WEBSTER, NY 14580
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote

Quote #: q37834-2

Event Beg: Sat 5/25/2024 9:00AM
 Event End: Sat 5/25/2024 11:59PM
 Operator: John Langkopf
 Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

Phone 585-248-6281

35 LINCOLN AVE
 PITTSFORD, NY 14534

Job Descr: 2024 PADDLE & POUR - TABLES & CHAIRS

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Sat 5/25/2024 8:00AM - 10:00AM

Pickup Sat 5/25/2024 9:30PM

35 LINCOLN AVE
 PITTSFORD, NY 14534

35 LINCOLN AVE
 PITTSFORD, NY 14534

Qty	Items Rented	Each	Price
30	48" ROUND TABLE SETUP OF TABLES NOT INCLUDED	\$14.75	\$442.50
35	COCKTAIL TABLE, PEDESTAL, 30"X42" HIGH, RND	\$14.75	\$516.25
50	6' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$13.75	\$687.50
350	WHITE FOLDING CHAIR SETUP AND TAKEDOWN OF CHAIRS IS OPTIONAL & IS LISTED AS A SEPARATE LINE ITEM	\$2.75	\$962.50
25	WHITE, 90"X132"	\$27.50	\$687.50
32	KWIK COVER, 48" ROUND, WHITE	\$5.50	\$176.00
38	KWIK COVER, 30" ROUND, WHITE	\$4.25	\$161.50
25	KWIK COVER, 6' WHITE	\$5.00	\$125.00
1	DELIVERY, 14534	\$0.00	\$0.00
1	OFF HOURS DELIVERY/PICKUP 8-10PM PICKUP	\$250.00	\$250.00
1	LABOR CHARGE, (10% OF RENTALS) 10% OF TOTAL RENTAL ITEMS COST - RECALCULATED BEFORE FINAL PAYMENT	\$329.62	\$329.62

Price quoted valid for 30 days.

There is no guarantee of product availability without deposit.

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. JB 2/13/24

Quote

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
 *If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
 *All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed
 *Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
 *Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.
 *LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER within 14 days prior to the delivery date.
 *FINAL COUNTS are due 14 days prior to the delivery date. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
 *ALL DEPOSITS ARE NON REFUNDABLE but transferrable! A 3% Credit Card Convenience fee will be added to all orders over \$3500
 *By signing below you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Rental:	\$3,296.25
Damage Waiver:	\$68.75
Sales:	\$1,042.12
Subtotal:	\$4,407.12
Total:	\$4,407.12
Paid:	\$0.00
Amount Due:	\$4,407.12

Signature: _____

TOWN OF PITTSFORD



80 SOVRAN DR
 WEBSTER, NY 14580
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote

Quote #: q37838-1

Event Beg: Sat 9/14/2024 9:00AM
 Event End: Sat 9/14/2024 11:59PM
 Operator: John Langkopf
 Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

Phone 585-248-6281

35 LINCOLN AVE
 PITTSFORD, NY 14534

Job Descr: 2024 FOOD TRUCK RODEO - TENTS

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Sat 9/14/2024 8:00AM - 10:00AM

35 LINCOLN AVE
 PITTSFORD, NY 14534

Pickup Sat 9/14/2024 9:30PM

35 LINCOLN AVE
 PITTSFORD, NY 14534

DIG SAFE - TENT LOCATION?: NOT NEEDED - CONCRETE

EVENT 12PM - 9PM

NEED DIAGRAM FOR EXACT SETUP LOCATION

Qty	Items Rented	Each	Price
1	20'X60' HIGH PEAK TRACK FRAME	\$1,395.00	\$1,395.00
1200	TENT SECURING, CONCRETE/SQ FT	\$0.40	\$480.00
1200	CONCRETE WEIGHT COVER/SQ FT	\$0.10	\$120.00
1	8'X20' CAFE SIDEWALL, JT	\$90.00	\$90.00
160	PERIMETER LIGHTING, PER FT.	\$1.25	\$200.00
1	EXTENSION CORD, LIGHTING	\$15.00	\$15.00
4	GLOBE LANTERNS, PEACH/ORANGE CORAL PAPER	\$20.00	\$80.00
1	EXTENSION CORD, LIGHTING	\$15.00	\$15.00
4	GLOBE LANTERNS, DARK BLUE PAPER IRR	\$20.00	\$80.00
1	EXTENSION CORD, LIGHTING	\$15.00	\$15.00
10	WHITE PICKET EVENT FENCE, 10' SECTION	\$64.25	\$642.50
11	30LB RUBBER, PIPE & DRAPE / FENCE WEIGHT	\$15.00	\$165.00
1	DELIVERY, 14534	\$0.00	\$0.00
1	OFF HOURS DELIVERY/PICKUP	\$250.00	\$250.00
1	LABOR CHARGE, (10% OF RENTALS)	\$329.75	\$329.75
10% OF TOTAL RENTAL ITEMS COST - RECALCULATED BEFORE FINAL PAYMENT			

Price quoted valid for 30 days.

There is no guarantee of product availability without deposit.

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. 09/21/24

Quote

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
 *If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
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 *By signing below you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Rental:	\$3,297.50
Sales:	\$579.75
Subtotal:	\$3,877.25
Total:	\$3,877.25
Paid:	\$0.00
Amount Due:	\$3,877.25

Signature: _____
 TOWN OF PITTSFORD



80 SOVRAN DR
 WEBSTER, NY 14580
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote

Quote #: q37840-2

Event Beg: Sat 9/14/2024 9:00AM
 Event End: Sat 9/14/2024 11:59PM
 Operator: John Langkopf
 Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

Phone 585-248-6281

35 LINCOLN AVE
 PITTSFORD, NY 14534

Job Descr: 2024 FOOD TRUCK RODEO - TABLES/CHAIRS

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Sat 9/14/2024 9:00AM - 10:00AM

Pickup Sat 9/14/2024 9:30PM

35 LINCOLN AVE
 PITTSFORD, NY 14534

35 LINCOLN AVE
 PITTSFORD, NY 14534

Qty	Items Rented	Each	Price
30	48" ROUND TABLE SETUP OF TABLES NOT INCLUDED	\$14.75	\$442.50
20	COCKTAIL TABLE, PEDESTAL, 30"x42" HIGH, RND	\$14.75	\$295.00
45	6' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$13.75	\$618.75
32	KWIK COVER, 48" ROUND, WHITE	\$5.50	\$176.00
22	KWIK COVER, 30" ROUND, WHITE	\$4.25	\$93.50
1	DELIVERY, 14534	\$0.00	\$0.00
1	LABOR CHARGE, (10% OF RENTALS) 10% OF TOTAL RENTAL ITEMS COST - RECALCULATED BEFORE FINAL PAYMENT	\$135.62	\$135.62
1	OFF HOURS DELIVERY/PICKUP	\$250.00	\$250.00

Price quoted valid for 30 days.

There is no guarantee of product availability without deposit.

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURER 08/21/24

Quote

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
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 *All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed
 *Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
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 *By signing below you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines.

Rental:	\$1,356.25
Sales:	\$655.12
Subtotal:	\$2,011.37
Total:	\$2,011.37
Paid:	\$0.00
Amount Due:	\$2,011.37

Signature: _____

TOWN OF PITTSFORD



STS Security & Event Management

Safe. Trusted. Secure

THIS AGREEMENT executed on this _____ day of _____, 2024, by and between the Town of Pittsford (hereinafter "The Client") located in the State of New York, county of Monroe, and STS Security & Event Management, L.L.C (hereinafter "STS") located in the State of New York, County of Monroe, City of Rochester.

WHEREAS, STS is fully aware of the security and traffic control needs of the areas being operated by The Client for Pittsford Paddle and Pour, Pittsford Regatta, the Memorial Day Parade, Family Outdoor Movie Nights, the Main Street Food Truck & Music Fest, and Family Halloween Fest (hereinafter "The Events",) located at various locations throughout the Town of Pittsford. STS is familiar with The Events, the property and its surrounding areas. STS will provide the highest quality services available to The Client, so as to ensure that the property and The Events are operated and perceived as safe and secure, while STS Officers are on duty.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual promises and agreements contained herein, The Client hires STS, and STS agrees to work for The Client under the terms and conditions hereby agreed upon by the parties.

SECTION ONE - WORK WILL BE PERFORMED:

1.1 **Term:** The Client agrees to hire STS, to perform the services and work as stated in section 1.3 of this agreement for the The Events.

1.2 **Duties:** STS agrees to perform work for The Client on the terms and conditions set forth in section 1.3 of this agreement for the The Events.

- a. **Schedule A-1:** STS agrees to schedule all staff members based on Schedule A-3, included in this contract. This outlines the maximum number of hours that are to be scheduled per event, without prior (or on-site) authorization from The Client. In the event that The Client elects to increase hours worked, number of personnel, or days of coverage, STS shall attempt to honor the request and will do so at the same agreed upon rate which is listed in Schedule A-2. Any requests for additional staffing made less than 5 business days in advance of the date requested will be subject to a 15% increase in the hourly rate. Staffing numbers can be reduced at the discretion of The Client, with a minimum of 72 hour's notice.

1.3 **SERVICES TO BE PERFORMED:**

- a. STS will utilize NYS registered Security Officers wearing an appropriate and visible uniform to provide the following services to The Client:
 - Officers will monitor traffic flow on all established public highways utilized by The Client during The Events to ensure that traffic runs smoothly before, during, and after The Events.
 - Officers will monitor all crosswalks utilized by The Client for The Events.
 - Officers will direct all pedestrians to utilize the crosswalks and will assist the pedestrians in doing so.
 - Officers will ensure that The Client's policies regarding customer behavior are enforced in a fair and consistent manner.
 - Officers will enforce all applicable laws, within the powers afforded a NYS Certified Security Officer as stated in the NYS Security Guard Act, article 7-A of the General Business Law. Officers will attempt to apprehend any violators of these laws, again, within the power afforded a NYS Certified

Security Officer, and turn said violators over to local Law Enforcement for prosecution, whenever it is safe and reasonable to do so.

- Officers will respond to and assist with any crowd control or other emergency situations that may occur during The Events, and/or within 250 feet of The Events involving patrons of The Events. Officers will assess said situation and react accordingly based on the training levels of the officers and the overall threat level of the situation.
- Officers will render assistance to local law enforcement authorities and other emergency responders as necessary and when requested.
- Officers will be wearing a highly visible uniform and be in possession of lighted traffic wands in order to be visible and noticeable at all times while on duty.
- Officers will assist with any emergency evacuation of The Events, should it be warranted.
- Officers will assist in dispersing customers from The Events once concluded, if necessary.
- Officers will provide a command presence at all times while on duty.
- Officers will perform additional, and/or similar, duties, as requested by The Client.
- all STS employees provided to The Client will be unarmed.

SECTION TWO: COMPENSATION

Schedule A-2	Rates per Employee Class:
NYS Certified Security Supervisor	\$36/hour
NYS Certified Security Officer:	\$32/hour

2.2 In consideration of all services to be rendered by STS to The Client, The Client shall pay STS the rates specified in schedule A-2 of this agreement.

2.3 All hours worked by STS staff will be billed to The Client in fifteen (15) minute increments.

2.4 All shifts require a minimum of four (4) hours compensation, per officer assigned to work The Events.

2.5 These rates will not increase during the term of this agreement unless mandated by law.

2.6 The Client shall pay STS within fifteen (15) days of its receipt of an invoice setting forth a detailed statement of services rendered pursuant to the terms of this agreement.

Invoices that have not been paid by the listed due date are subject to a late fee charge of \$25.00. This fee will be applied every 15 days until the payment is made in full.

SECTION THREE: INSURANCE

3.1 Prior to providing the services described in this agreement, STS will deliver to The Client, a certificate issued by an insurance underwriter, licensed to conduct business in the State of New York, which confirms the issuance of comprehensive public liability insurance applicable to the services to be rendered by STS pursuant hereto, and which insures against liability for injured persons, or damaged property on The Client's premises, and provides minimum coverage of one (1) million dollars per occurrence and two (2) million dollars aggregate. Such certificates of insurance will specifically name The Client, as an additional insured, and will further state that the insurance coverage evinced thereby is not subject to termination, or amendment until thirty (30) days after written notice of such planned termination, or amendment is provided to The Client.

3.2 STS agrees to indemnify The Client and its affiliated companies, and their respective managers, directors, officers, employees and agents (collectively, the "Indemnified Parties") and to hold the Indemnified Parties harmless from and against, any and all liabilities, losses, damages, costs and expenses (including: attorney's fees and disbursements) whatsoever resulting from the performance by STS and its security officers of their service described in the agreement.

SECTION FOUR: MISCELLANEOUS PROVISIONS

- 4.1 The Client may terminate this agreement at any time with a thirty (30) day written notice to STS outlining the reason for such termination. Written notification can be delivered to STS at PO Box 67522, Rochester, NY 14617 or to RBoyan@sts-security-eventmanagement.com. If The Client requests to cancel the agreement with less than 30 days' notice, they agree to pay the entire amount for any planned days that remain.
- 4.2 ~~If The Client cancels or reduces any scheduled shifts with less than 72 hours' notice and more than six hours of notice, The Client will incur a two hour per shift charge. Any shifts that are cancelled or reduced with less than six hours of notice will incur a four hour per shift charge. These terms also apply if The Client cancels The Event in its entirety.~~ *AB 2/13/14*
- 4.3 All personnel provided by STS shall be employees of STS, it being agreed that there shall be no employment relationship between The Client and STS, or any of its employees. The relationship between The Client and STS shall be that of an independent contractor. STS shall cause its employees to be insured by worker's compensation, unemployment insurance and any other insurance required by applicable law, it being agreed that The Client shall have no responsibility.
- 4.4 STS will be the sole security provider at said location for The Client for the term of this contract, and no other firm shall be utilized for such services, except on-duty personnel from local law enforcement agencies (New York State Troopers and Monroe County Sheriff's Office) recognized to perform Special Event duties. There is no relationship between the stated agencies and STS.
- 4.5 STS agrees to comply with the New York State Security Guard Act and shall be in compliance with all Local, State and Federal Laws
- 4.6 Select STS personnel may be equipped with body cameras that will be periodically recording. Review and release of body camera footage will be at the discretion of STS management or where required by law.
- 4.7 Parking lot posts may be covered by either a Security Officer or an Event Staff member, based on STS available staffing.

Family Outdoor Movie	July 11 @ Dark
Family Outdoor Movie	July 25@ Dark
Family Outdoor Movie	August 8 @ Dark
Family Outdoor Movie	August 22 @ Dark
Main Street Food Truck & Music Fest	September 14, 12-9PM
Family Halloween Fest	October 20, 1:30-5:30PM

**And other Events as Requested by Client*

YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 7th day of February, 20 24 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Pittsford

11 South Main Street

Pittsford, NY 14534

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Powers Farm property: 91 Golf Ave, Pittsford, NY 14534

on the date of Saturday, September 14, 20 24 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. **Exhibition of Fireworks Display**

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. **Spectator Control**

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. **Permits**

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. **Insurance**

- a) Young agrees to procure liability insurance for \$2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. **Postponement or Cancellation**

- a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with *no extra charge*. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be *no charge*. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. **Terms of Payment**

a) The customer agrees to pay Young, or his agent, the total sum of three thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

Night of the Exhibition, or on _____, 20 24.

b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of 1 ½ % per month on any delinquent balance which is not paid until paid in full.

7. **Counterpart Execution; Electronic Signatures**

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. **Headings**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. **Entire Agreement**

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. **Amendments; New York Law**

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. **Miscellaneous**

(a) **Customer Contact Name(s) and Information**

1. Name: Jessie Hollenbeck

2. Name: Alison Burchett

Home/Work: (585) 248-6284

Home/Work: (585) 248-6287

Cell: (585) 944-6575

Cell: _____

Email: jhollenbeck@townofpittsford.org

Email: aburchett@townofpittsford.org

(b) **Contact Night of Display**

Name: Jessie Hollenbeck

(c) **Send Invoice to:**

Name: Jessie Hollenbeck

Cell: (585) 944-6575

P.O. #: _____

Time of Display: 9:00 AM PM

Email: jhollenbeck@townofpittsford.org

(d) **Insurance Information**

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Pittsford, NY; Roger S. Powers (property owner); Power's Schoen Property; Powers Pittsford Farms; Powers Farm Market

(e) Customer Requests

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc:

(f) Permits

Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

Young to apply for the Permit(s) on Customer's behalf:

Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the display price on the front of contract.

INCLUDE the above permit costs in the display price on the front of the contract.

Total sum \$ 3,000.00 Dollars

The parties sign below:

**Young Explosives Corp.
Display Fireworks**

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

www.youngexplosives.com

E-Mail: fireworks@youngexplosives.com

Young Explosives Corp.

 James R. Young

Customer

(Please Print Name)

 President

Title

Title

Adventures In Climbing

A Premier Entertainment Company

912 SR 104, Suite 100
 Ontario, NY 14519
 315-333-5003

Agreement

Client Information		Event Information	
Town of Pittsford		Date:	January 3, 2024
35 Lincoln Ave		Event Date:	Various dates
Pittsford, NY 14534		Event Location:	Pittsford Sutherland High School
Contact:	Kathleen Laskey	Phone:	
Email:	KLaskey@townofpittsford.org	Day of Event Cell:	Kathleen -585-645-9247

Event Type	Ground Surface	Client Volunteers	Electric	Est. Arrival	Balance Due
outdoor	grass	0	provided by: client	TBD	Aug 25th 2024

Equipment or Service provided:

Product	AIC Staff	Event Time	Hours	Amount
OUTDOOR MOVIE JULY 11	1	Dusk		\$1,400.00
OUTDOOR MOVIE JULY 25	1	Dusk		\$1,400.00
OUTDOOR MOVIE AUGUST 08	1	Dusk		\$1,400.00
OUTDOOR MOVIE AUGUST 22	1	Dusk		\$1,400.00

DATES MAY CHANGE KATHLEEN WILL CONTACT
 55 Sutherland Street, Pittsford

SPECIFIC CONDITIONS: customer must provide adequate electric unless generator is listed above. Checks should be made payable to: Adventures In Climbing, LLC	Sub Total	\$5,600.00
	Sales Tax	
	Total	\$5,600.00

Deposit	
---------	--

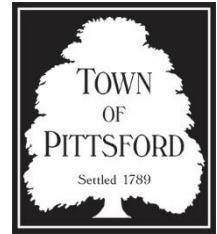
Balance Due	\$5,600.00
-------------	------------

This rental equipment has been received in very good condition and will be returned in the same condition (ordinary wear and tear acceptable). Customer assumes all responsibility for injuries to persons and damages to property, and agrees to release and hold harmless, Adventures In Climbing, LLC (AIC) for any and all claims, of whatsoever nature arising out of use of the rental equipment while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, customer hereby agrees to a limit on any damages claimed by customer to the total paid to AIC for the rental. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location. Customer grants AIC the right to enter premises of customer at anytime to repossess said equipment. Customer agrees to pay in full the replacement cost, including labor and shipping, for all damages to rental equipment. If the inflatable equipment is lost, stolen or damaged beyond repair the renter agrees to pay up to \$3,000.00 (Three thousand dollars) per inflated piece for replacement of inflatable. The person(s) or organization renting this equipment from AIC will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. Customer agrees to reimburse AIC for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by AIC to enforce collection or to preserve or enforce rights under this contract. There are no warranties of merchantability or fitness either expressed or implied.

I have read the above agreement and fully understand and accept the conditions above. I am aware that in my care I am fully responsible for the inflatable or other equipment rented and will pay for any loss or damages that may occur. **LESSEE DOES NOT WAIVE ANY CLAIMS ARISING FROM LESSOR'S ACTS OR OMISSIONS. 08/21/24**

Signature _____ Print Name _____ Date _____

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: February 8, 2024

Regarding: Amendment to 457 Deferred Comp Plan

For Meeting On: February 22, 2024

WHEREAS, the New York State Deferred Compensation Board (the "*Board*"), pursuant to Section 5 of the New York State Finance Law ("*Section 5*") and the Regulations of the New York State Deferred Compensation Board (the "*Regulations*"), had promulgated the Plan Document of the Deferred Compensation Plan for Employees of The Town of Pittsford (the "*Model Plan*") and offers the Model Plan for adoption by local employers;

WHEREAS, The Town of Pittsford, pursuant to Section 5 and the Regulations, has adopted and currently administers the Model Plan known as the Deferred Compensation Plan for Employees of The Town of Pittsford.

WHEREAS, effective December 08, 2023, the Board amended the Model Plan to adopt provisions associated with the SECURE Act 2.0.

WHEREAS, the Board has offered for adoption the amended and restated Model Plan to each Model Plan sponsored by a local employer in accordance with the Regulations; and

WHEREAS, upon due deliberation, The Town of Pittsford has concluded that it is prudent and appropriate to amend the Deferred Compensation Plan for Employees of The Town of Pittsford by adopting the amended Model Plan;

NOW, THEREFORE, BE IT

RESOLVED, that The Town of Pittsford hereby amends the Deferred Compensation Plan for Employees of The Town of Pittsford by adopting the amended Model Plan effective January 1, 2024, including the optional provisions selected in Schedules A and B, in the form attached hereto as Exhibit A.

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

William A. Smith
Naveen Havannavar
Cathleen Koshykar
Kim Taylor
Stephanie Townsend

The resolution was thereupon declared duly adopted.

Dated: 02/22/2024

TOWN CLERK CERTIFICATION

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 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 February, 2024.

Renee M. McQuillen, Town Clerk

Plan Document

for the

DEFERRED COMPENSATION
PLAN FOR EMPLOYEES OF THE
TOWN OF PITTSFORD

~~The Town of Pittsford~~

Amended and Restated as of January 1st, ~~2024~~2024

v. 12/~~41/2020~~08/2023

Amended and Restated as of the Effective Date January 1st, ~~2021~~2024

**Deferred Compensation Plan
for Employees of
The Town of Pittsford
Plan Document**

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**Deferred Compensation Plan
for Employees of
The Town of Pittsford**

Plan Document

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1 DEFINITIONS

When used herein, the following terms shall have the following meanings:

- 1.1 “Account” means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.
- 1.2 “Account Participant” means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.
- 1.3 “Administrative Service Agency” means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.
- 1.4 “Alternate Payee” means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.
- 1.5 “Alternate Payee Account” means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.
- 1.6 “Amounts Deferred or Contributed” means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).
- 1.7 “Before-Tax Deferral Account” means the Account or Accounts established under the Plan to record a Participant’s Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.
- 1.8 “Before-Tax Deferrals” means that part of a Participant’s Compensation which is deferred into the Plan and is not includable in the Participant’s taxable income which, in the absence of a Participant’s election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant’s taxable income.
- 1.9 “Beneficiary” means the beneficiary or beneficiaries established in accordance with the provisions of Section 9 to receive the amount, if any, payable under the Plan upon the death of a Participant or, if applicable, Beneficiary, including Designated Beneficiaries, Default Beneficiaries and Eligible Beneficiaries.
- 1.10 “Beneficiary Account” means the Account established for a Beneficiary in accordance with Section 6.2.
- 1.11 “Business Day” means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 “CARES Act” means the Coronavirus Aid, Relief and Economic Security Act of 2020, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All references to sections of the CARES Act are to such sections as they may from time to time be amended or renumbered.

1.13 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.14 “Committee” means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.15 “Compensation” means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee’s gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, *provided* that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.16 “Coronavirus-Related Distribution” means a distribution made from the Plan to a Qualified Participant on or after January 1, 2020 and before December 31, 2020 or such other date provided for under the CARES Act or other applicable law.

1.17 “Default Beneficiary” has the meaning set forth in Section 9.2(a).

1.18 “Designated Beneficiary” means a Beneficiary designated in accordance with Section 9.1 by a Participant (or by the Surviving Spouse of a Participant on or following the death of the Participant in accordance with Section 9.3).

1.19 “Distributee” means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.20 “Distribution Waiting Period” means 45 days following a Participant’s Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.21 “Earliest Retirement Date” means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.22 “Effective Date” means January 1st, ~~2021~~2024.

1.23 “Eligible Beneficiary” means, in accordance with Section 401(a)(9) of the Code, a Beneficiary who is, as of the time of the Participant’s death, (i) the Participant’s Surviving Spouse, (ii) the Participant’s child who has not yet reached the age of majority (within the meaning of Section 401(a)(9)(F) of the Code), (iii) a disabled Beneficiary (within the meaning of Section 72(m)(7) of the Code), (iv) a Beneficiary who is chronically ill (within the meaning of Section 7702B(c)(2) of the Code) or (v) a Beneficiary who is not more than 10 years younger than the Participant.

~~1.22~~1.24 “Eligible Retirement Plan” means:

- (a) an individual retirement account described in Section 408(a) of the Code;
- (b) an individual retirement annuity described in Section 408(b) of the Code;
- (c) a qualified trust under Section 401(a) or 401(k) of the Code;
- (d) an annuity contract or custodial account described in Section 403(b) of the Code;
- (e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and
- (f) a Roth IRA.

~~1.23~~1.25 “Eligible Rollover Distribution” means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code or (c) any distribution due to an Unforeseeable Emergency.

~~1.24~~1.26 “Employee” means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

~~1.25~~1.27 “Employer” means The Town of Pittsford

~~1.26~~1.28 “Enrollment Date” means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.

~~1.27~~1.29 “Financial Organization” means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

~~1.28~~1.30 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008.

~~1.29~~1.31 “Includible Compensation” means “includible compensation” as defined in Section 457(e)(5) of the Code.

~~1.30~~1.32 “Investment Fund” means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).

~~1.31~~1.33 “Investment Option” means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).

~~1.32~~1.34 “Loan Grace Period” means 90 days following the due date of a Participant’s scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.

~~1.33~~1.35 “Maximum Annual Number of Partial Distributions” means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

~~1.34~~1.36 “Minimum Installment Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.

~~1.35~~1.37 “Minimum Lump Sum Amount” means \$100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

~~1.36~~1.38 “Normal Retirement Age” means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in

such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65 and (ii) ending no later than age 72. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant's designation of a Normal Retirement Age shall not control the date that payment of such Participant's benefits shall commence pursuant to Section 8.

~~1.37~~1.39 "Participant" means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

~~1.38~~1.40 "Participation Agreement" means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

~~1.39~~1.41 "Plan" means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

~~1.40~~1.42 "Plan Benefit" has the meaning set forth in Section 6.5.

~~1.41~~1.43 "Plan Year" means the calendar year.

~~1.42~~1.44 "Qualified Domestic Relations Order" means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

~~1.43~~1.45 "Qualified Participant" means a Participant who meets the requirements of Section 2202(a)(4)(A)(ii) of the CARES Act.

~~1.44~~1.46 "Qualified Roth Contribution Program" means a qualified Roth contribution program as defined in Section 402A of the Code.

~~1.45~~1.47 "Regulations" means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

~~1.46~~1.48 "Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains ~~age 72~~the "applicable age" within the meaning of Section 401(a)(9)(C)(v) of the Code or (b) Severs from Employment.

~~1.47~~1.49 "Review Committee" means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

1.481.50 “Rollover Account” means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant’s Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.491.51 “Rollover Contribution” means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.501.52 “Roth Account” means the Account or Accounts established under the Plan to record a Participant’s Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant’s Roth Contributions may also be referred to as a Roth Account.

1.511.53 “Roth Contributions” means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in Compensation.

1.521.54 “Roth IRA” has the meaning set forth in Section 408A of the Code.

1.531.55 “Roth Program” means a Qualified Roth Contribution Program within the Plan.

1.541.56 “Section 457 Transfer” means a transfer made into an Account pursuant to Section 5.1.

1.551.57 “SECURE Act” means the Setting Every Community Up for Retirement Enhancement Act of 2019, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE Act are to such sections as they may from time to time be amended or renumbered.

1.58 “SECURE 2.0 Act” means the SECURE 2.0 Act of 2022, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE 2.0 Act are to such sections as they may from time to time be amended or renumbered.

1.561.59 “Severance from Employment” or “Severs from Employment” means a severance from employment with the Employer within the meaning of Section 457 of the Code.

1.571.60 “State” means the State of New York.

1.581.61 “Surviving Spouse” means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant’s death.

~~1.1~~—“Treasury Regulations” means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the

~~1.59~~1.62 Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

~~1.60~~1.63 “Trust Agreement” means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

~~1.61~~1.64 “Trust Fund” means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

~~1.62~~1.65 “Trustee” means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

~~1.63~~1.66 “Unforeseeable Emergency” means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant’s or Beneficiary’s spouse, or the Participant’s or Beneficiary’s dependent, (ii) loss of the Participant’s or Beneficiary’s property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

~~1.64~~1.67 “Unit” means a unit measuring the value of an Account Participant’s proportionate interest in an Investment Fund.

~~1.65~~1.68 “USERRA” means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

~~1.66~~1.69 “Valuation Date” means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

SECTION 2 PARTICIPATION

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee. ~~With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement is filed with the Administrative Service Agency.~~

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law. ~~With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement or amendment or modification thereto shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement or such amendment or modification is filed with the Administrative Service Agency.~~

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3 AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable, ~~subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).~~

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable, ~~subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).~~

(c) Roth Contributions. To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended, ~~subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).~~ For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable, ~~subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).~~

~~(a)~~ Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to ~~the~~ Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals

(e) _____ after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of \$10 and shall not exceed the lesser of:

- (i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and
- (ii) 100% of the Participant's Includible Compensation for the Plan Year;

provided, however, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

- (i) twice the dollar amount set forth in Section 3.2(a); and
- (ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) and Section 3.2(d) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

- (i) the excess of 100% of the Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and

(ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) Certain Deferrals Must Be Roth Contributions. Notwithstanding anything to the contrary in Section 3.2(c), in the case of a Participant whose wages (as defined in Section 3121(a) of the Code) for the preceding calendar year from the Employer exceed \$145,000 (or adjusted amount under Section 414(v)(7)(E) of the Code), any additional catch-up contributions made by such Participant pursuant to Section 3.2(c) on or after the date on which applicable employer plans are required to comply with Section 603 of the SECURE 2.0 Act shall be made only in the form of Roth Contributions.

~~(d)~~(e) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of:

- (i) the 457 catch-up contribution amount under Section 3.2(b); and
- (ii) the age 50 catch-up contribution amount under Section 3.2(c).

~~(e)~~(f) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

~~(f)~~(g) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions

involving Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result

of the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the

proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

SECTION 5 ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or Section 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each Section 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to Section 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan; *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the Section 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided, however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

SECTION 6 ACCOUNTS AND RECORDS OF THE PLAN

6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

SECTION 7
**WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF
SMALL AMOUNTS; LOANS**

7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant (or written certification by the Participant meeting the requirements of Section 457(d)(4) of the Code) of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of- (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(a)(b) Evidence of Other Relief. A Participant must provide evidence (or written certification meeting the requirements of Section 457(d)(4) of the Code) that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of \$5,000 or less (or such greater amount as may be permitted by Section ~~401~~411(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed \$5,000 (or such greater amount as may be permitted by Section 411(a)(11) of the Code) of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

- (i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and
- (ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a-

~~(a)~~ Roth Account pursuant to Section 8.8, but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant

to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided, however*, that in the event any such distribution is greater than \$1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall be made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least \$1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

(i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and

(ii) \$50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

~~(b)~~ Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last Business Day of the month preceding the application for the loan, or such other

(d) reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. The Committee shall be required to designate under Section 7.3(e) of Schedule A the source(s) of Plan loans. Plan loans shall be made solely from the source(s) designated by the Committee. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided, however*, that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

(i) CARES Act Loans. To the extent that the Employer has resolved to implement the loan provisions pursuant to Section 7.3(i) of Schedule B, upon the request of a loan-eligible Participant, the Administrative Service Agency may direct the Trustee to make a Plan loan to a Qualified Participant in accordance with the terms of this Section 7.3(i) and consistent with the CARES Act. Notwithstanding anything to the contrary in Section 7.3, the principal amount of a loan made to a Qualified Participant, from March 27, 2020 to September 23, 2020 shall not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of (x) the Plan's highest outstanding loan balance during the one-year period ending on the day before the date on which the loan is made over (y) the plan's outstanding balance on the date on which the loan is made; or (ii) the greater of (x) the present value of the nonforfeitable accrued benefit under the ~~Participant's Account and (y) \$10,000.~~ Participant's Account and (y) \$10,000.

~~(e)~~ CARES Act Loan Repayment. To the extent that the Employer has resolved to implement the repayment provisions pursuant to Section 7.3(j) of Schedule B and notwithstanding anything to the contrary in Section 7.3, a Qualified Participant with an

(j) outstanding loan with a repayment date during the period beginning on March 27, 2020 and ending on December 31, 2020 shall have the repayment date delayed by up to one year.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

7.5 Coronavirus-Related Distributions. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.5 of Schedule B and notwithstanding anything in Section 7.1, upon a showing by a Qualified Participant of a need for a Coronavirus-Related Distribution, the Administrative Services Agency may permit a payment to be made to the Participant in an amount that does not exceed \$100,000 or, to the extent that the Employer has designated a different amount under Section 7.5 of Schedule B, the amount as set forth in Section 7.5 of Schedule B.

7.6 Distribution for Qualified Birth or Adoption. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.6 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed \$5,000 for a qualified birth or adoption distribution as defined under Section 113 of the SECURE Act-, subject to the requirements and limitations imposed by Section 113 of the SECURE Act.

7.7 Distribution for Emergency Personal Expense. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.7 of Schedule B, the Administrative Services Agency may permit one distribution per calendar year to be made to a Participant in an amount not to exceed the lesser of (i) \$1,000 or (ii) an amount equal to the excess of (x) the Participant's Plan Benefit over (y) \$1,000, for an emergency personal expense distribution as defined under Section 115 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 115 of the SECURE 2.0 Act.

7.8 Distribution for Domestic Abuse. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.8 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the lesser of (i) \$10,000 or (ii) 50% of the Participant's Plan Benefit, for an eligible distribution to a domestic abuse victim as defined under Section 314 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 314 of the SECURE 2.0 Act.

7.9 Distribution for Federally Declared Disaster. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.9 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the maximum amount allowable under Section 72(t)(2)(M) of the Code,

for a qualified disaster recovery distribution as defined under Section 331 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 331 of the SECURE 2.0 Act.

7.10 Distribution for Long-Term Care Contract. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.10 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed the maximum amount allowable under Section 401(a)(39)(B) of the Code, for a qualified long-term care distribution as defined under Section 334 of the SECURE 2.0 Act, subject to the requirements and limitations imposed by Section 334 of the SECURE 2.0 Act.

SECTION 8 DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age 70^{1/2}; *provided, however,* that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code. Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided, however,* that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided, however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided, however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to \$3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan, or are paid to the Participant so long as the Participant satisfies the reporting requirements set forth in Section 402(l)(5)(A)(ii) of the Code.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) Calculation of Payments.

~~(i)~~—If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is

(i) withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however*, that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided, however*, that any such payments that would result in an account balance of less than \$500 may not commence earlier than at the end of the Distribution Waiting Period; *provided, further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

~~8.2~~ Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 401(a)(9) of the Code. Notwithstanding the foregoing, any distribution to

8.2 a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and Section 8.6.

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

~~(a)~~ In General. Notwithstanding any other provision of the Plan to the contrary, all distributions under the Plan shall be in accordance with the minimum distribution and timing

(a) _____ requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided, however*, that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant’s Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Occurring on or Prior to December 31, 2021, and Before the Required Beginning Date.

(i) If, prior to December 31, 2021, a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant’s Plan Benefit shall be distributed to his or her Beneficiary no later than December 31 of the-

calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(A) or (B) as follows:

~~(A)~~—The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the

(A) calendar year immediately following the calendar year in which the Participant dies; or

(B) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 72; *provided, further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(A)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(iii) If the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(e) Death of a Participant Occurring on or Prior to December 31, 2021, After the Required Beginning Date, and After Commencement of Distributions. If, prior to December 31, 2021, a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Designated Beneficiary or Default Beneficiary that is the Surviving Spouse, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

~~(i)~~(ii) If the Participant does not have a Designated Beneficiary or if the Default Beneficiary is not a Surviving Spouse, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

provided, however, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i); and *provided, further*, that if the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022

and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(f) Distributions After the Death of a Participant Occurring After December 31, 2021. If, after December 31, 2021, a Participant dies before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Beneficiary who is an Eligible Beneficiary and an individual, the Eligible Beneficiary may receive distributions of the Beneficiary's unpaid portion of Plan Benefit over his or her remaining life expectancy determined in accordance with applicable Treasury Regulations, *provided* that, if the Eligible Beneficiary dies, any remaining benefits must be distributed to his or her Beneficiary within 10 years of the Eligible Beneficiary's death; and *provided, further,* that, if the Eligible Beneficiary is a minor child, any remaining benefits must be distributed within 10 years after such child reaches the age of majority; and

(ii) If the Participant has a Beneficiary who is not an Eligible Beneficiary but is an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within 10 years following the date of the Participant's death; or

(iii) If the Participant has a Beneficiary who is not an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within five years following the date of the Participant's death.

(g) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

(h) 2020 Waiver. Notwithstanding anything to the contrary in Section 8.6, whether a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years-

~~(b)~~ (“Extended 2020 RMDs”), will receive those distributions as determined in accordance with the option chosen by the employer in Schedule B. Notwithstanding the option chosen by the employer in Schedule B, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. In addition, notwithstanding Section 8.4, and solely for purposes of applying the direct rollover provisions of the plan, certain additional distributions in 2020, as chosen by the employer in Schedule B, will be treated as

eligible rollover distributions. If no election is made by the employer in the adoption agreement, a direct rollover will be offered only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code. To the extent there is a conflict between this Section 8.6(h) of the Plan and Section 401(a) of the Code, the provisions of the Code shall prevail.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant's death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed \$1,000. For purposes of Section 8.7, "Special Proceeds" means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

8.8 In-Plan Rollover to Roth Account.

(a) A Participant who has not severed employment or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit not otherwise distributable under the Plan, and not attributable to Roth Contributions or outstanding loans, directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant or spousal Alternate Payee. After a Participant or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant or spousal Alternate Payee may elect to take distributions from such Account in accordance with Sections 8.1 or 8.3.

(b) Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant's Surviving Spouse or spouse Alternate-

Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c).

~~(e)~~—The provisions in Section 8.8 shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in

| (b)(c) accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

SECTION 9 DESIGNATION OF BENEFICIARIES

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Designated Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Designated Beneficiary designation without the consent of any prior Designated Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency “in good order” shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant’s death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if (i) it is in a written or electronic format acceptable to the Administrative Service Agency and (ii) the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated; Death of a Beneficiary. (a) If no such Beneficiary designation is in effect at the time of a Participant’s death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant’s death shall be made by the Trustee from the Trust Fund to the Participant’s Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant’s estate (such Beneficiary hereinafter referred to as the “Default Beneficiary”). If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If a Designated Beneficiary or Default Beneficiary dies after the death of the Participant but prior to receiving a complete distribution of the portion of the Plan Benefit that would have been paid to such Beneficiary had such Beneficiary’s death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary’s estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Designated Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Designated Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the Plan Benefit that would have been paid to such Surviving Spouse had such Surviving Spouse’s death not then occurred, then, for purposes

of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse's estate.

SECTION 10
QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

SECTION 11 ADMINISTRATION

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

- (a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;
- (b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;
- (c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;
- (d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;
- (e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;
- (f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and
- (g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, *provided* that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however*, that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or

any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided, however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided, however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other

personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12 AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13 GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other

person at his or her address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided, however*, that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term “including” means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: ~~05/21/2013~~

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

YES

NO

Effective date: ~~05/21/2013~~

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8.8 IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.8 of the Plan permits Roth Contributions only if the Committee has checked YES

above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the

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effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Plan Benefit that is not attributable to Roth Contributions or outstanding loans directly rolled over into a Roth Account in the Plan.

YES (do not check YES unless Roth Program is in effect)

NO

Effective date: 05/21/2013 or administratively feasible

3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will not be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

YES

NO

Effective date: 05/21/2013

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

YES

NO

Effective date: 05/21/2013

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below and indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) Automatic Distributions after a Severance from Employment.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below \$1,000, *Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code* to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

YES (do not check YES unless a permissible amount is specified above)

NO

Effective date: -05/21/2013

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3(a) of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

If the Committee elects "YES" under Section 7.3, the Committee must also make an election as to the source of Plan loans under Section 7.3(e).

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (requires an election regarding the source under 7.3(e))

NO

Effective date: 05/21/2013

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

YES (do not check YES unless Plan Loans are authorized for active Employees)

NO

Effective date: 05/21/2013

7.3(e) SOURCE OF PLAN LOANS

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee elects to permit Plan loans under Section 7.3, the Plan document states that the Committee must elect the source of Plan loans from the options set forth below. Only one option may be elected.

- Plan loans shall be made solely from the Before Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or
- Plan loans shall be made pro rata (based on the balance in the Participant's Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (i) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (ii) the Roth Account; or
- Participants shall elect whether to have a Plan loan made (i) entirely from such Participant's Before Tax Deferral Account and, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or (ii) pro rata (based on the balance in the Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (A) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (B) the Roth Account.

7.3(f) DURATION OF LOAN GRACE PERIOD

~~N.A.~~

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the “Loan Grace Period.”

Section 7.3 of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be days *[a*
90

number of days greater than 0 but less than 90] following the due date of a Participant’s scheduled loan repayment.

Effective date: 05/21/2013

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1 (c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Lump Sum Amount.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be \$ 100.

Effective date: 05/21/2013

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than \$100. The Plan document refers to this amount as the “Minimum Installment Amount.”

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the “none” or “0” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be \$ 100.

Effective date: 05/21/2013

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the “Maximum Annual Number of Partial Distributions.”

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be 12.

Effective date: 05/21/2013

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(e) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than \$500. The Plan document refers to this period as the “Distribution Waiting Period.”

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word “none” below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A.

The Distribution Waiting Period shall be 0 -days.

Effective date: 05/21/2013

SCHEDULE B

CARES Act, **SECURE Act** and SECURE **2.0** Act Optional Plan Provisions*

***FOR PLANS COMPLETING AND ADOPTING THIS SCHEDULE B FOR THE FIRST TIME, THE RELATED AMENDMENTS TO THE GOVERNING PLAN DOCUMENT SHOULD ALSO BE ADOPTED.**

Effective date of last completion or amendment of this Schedule B: ~~N.A.~~ 01/01/2021

Instructions

This Schedule B and all later amendments to this Schedule B are part of the Plan document and should remain attached to the Plan document.

Schedule B is used by the Employer (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule B must be completed by the Employer in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule B is later amended by the Employer.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Employer Elections – Optional CARES Act, SECURE Act and SECURE 2.0 Act Plan Provisions

7.3(i) CARES ACT PLAN LOANS FOR QUALIFIED PARTICIPANTS

Section 7.3(i) of the Plan allows the Employer to permit Qualified Participants to request a CARES Act Plan loan. If adopted, the provision applies to CARES Act loans made to Qualified Participants from March 27, 2020 to September 23, 2020. Unless the Employer designates a lower amount below, the maximum loan amount shall be capped as described in Section 7.3(i) of the CARES Act. Check YES to indicate that CARES Act loans will be permitted. Check NO to indicate that no CARES Act Plan loans will be permitted. Only one option may be elected.

Loan-eligible Participants who are Qualified Participants shall be eligible to request a CARES Act Plan loan and may be granted a loan pursuant to the requirements of Section 7.3(i) of the Plan.

YES

NO

If YES, the maximum loan amount shall be \$_____.

7.3(j) CARES ACT LOAN REPAYMENT DELAY

Section 7.3(j) of the Plan allows the Employer to permit repayment of certain Plan loans made to Qualified Participants to be delayed up to one year. If adopted, the provision applies to Qualified Participants with outstanding loans with repayment due between March 27, 2020 and December 31, 2020. Check YES to indicate that changes to loan repayment schedules pursuant to the CARES Act will be permitted. Check NO to indicate that no changes to loan repayment schedules pursuant to the CARES Act will occur. Only one option may be elected.

Qualified Participants with an outstanding loan under the Plan may have the due date of such loan delayed pursuant to the requirements of Section 7.3(j) of the Plan.

YES

NO

7.5 CORONAVIRUS-RELATED DISTRIBUTIONS

Section 7.5 of the Plan allows the Employer to permit Coronavirus-Related Distributions. The Plan document states that, unless the Committee makes a different election below, the maximum distribution amount shall be \$100,000, as capped by the CARES Act. If adopted, the provision applies to Coronavirus-Related Distributions made between January 1, 2020 and December 31, 2020. Check YES to indicate that Coronavirus-Related Distributions will be permitted. Check NO to indicate that Coronavirus-Related Distributions will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit Coronavirus-Related Distributions, pursuant to Section 7.5 of the Plan, in compliance with the relevant provisions of the Plan and the CARES Act.

YES

NO

The maximum distribution amount shall be \$ 100,000.00

7.6 DISTRIBUTION FOR A NEW CHILD

Section 7.6 of the Plan allows the Employer to permit penalty-free distributions for a new child. If adopted, the provision applies to ~~Distributions~~distributions for a ~~New Child~~new child made after December 31, 2019. Check YES to indicate that ~~Distributions~~distributions for a ~~New Child~~new child will be permitted. Check NO to indicate that ~~Distributions~~distributions for a ~~New Child~~new child will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for a new child as of the operational effective date described ~~below~~above, pursuant to Section 7.6 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE Act.

YES

NO

7.7 DISTRIBUTION FOR EMERGENCY PERSONAL EXPENSE

Section 7.7 of the Plan allows the Employer to permit one penalty-free distribution per calendar year for an emergency personal expense. If adopted, the provision applies to distributions for an emergency personal expense made after December 31, 2023. Check YES to indicate that distributions for an emergency personal expense will be permitted. Check NO to indicate that distributions for an emergency personal expense will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for an emergency personal expense as of the operational effective date described above, pursuant to Section 7.7 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

7.8 DISTRIBUTION FOR DOMESTIC ABUSE

Section 7.8 of the Plan allows the Employer to permit penalty-free distributions for domestic abuse. If adopted, the provision applies to distributions for domestic abuse made after December 31, 2023. Check YES to indicate that distributions for domestic abuse will be permitted. Check NO to indicate that distributions for domestic abuse will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for domestic abuse as of the operational effective date described above, pursuant to Section 7.8 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

7.9 DISTRIBUTION FOR FEDERALLY DECLARED DISASTER

Section 7.9 of the Plan allows the Employer to permit penalty-free distributions for a qualified federally declared disaster. If adopted, the provision applies to distributions for a qualified federally declared disaster made during the time period allowable under Section 72(t)(2)(M) of the Code. Check YES to indicate that distributions for a qualified federally declared disaster

will be permitted. Check NO to indicate that distributions for a qualified federally declared disaster will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for qualified federally declared disasters as of the operational effective date described above, pursuant to Section 7.9 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

7.10 DISTRIBUTION FOR LONG-TERM CARE CONTRACT

Section 7.10 of the Plan allows the Employer to permit penalty-free distributions for qualified long-term care contracts. If adopted, the provision applies to distributions for qualified long-term care contracts made after December 29, 2025. Check YES to indicate that distributions for qualified long-term care contracts will be permitted. Check NO to indicate that distributions for qualified long-term care contracts will not be permitted under the Plan. Only one option may be elected.

The Plan shall permit distributions for qualified long-term care contracts as of the operational effective date described above, pursuant to Section 7.10 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE 2.0 Act.

YES

NO

8.1(a) ELIGIBILITY FOR DISTRIBUTION

Section 8.1(a) of the Plan provides for the minimum age for in-service distributions to Participants. The Plan document states that, unless the Employer elects a different minimum age below, which shall be no lower than age 59½, the minimum age for in-service distributions shall be 70½. If adopted, the provision applies to distributions made after December 31, 2019. Check YES to indicate that the minimum age for in-service distributions will be changed to the age elected below. Check NO to indicate that no changes will be made to the minimum age for in-service distributions. Only one option may be elected.

YES

The minimum age for in-service distributions shall be 59 1/2.

NO

8.6(h) 2020 RMDS

Section 8.6(h) of the Plan provides for the waiver of required minimum distributions for calendar year 2020 and allows the employer to choose whether a Participant or Beneficiary-

will receive 2020 RMDs. If adopted, the provision applies to required minimum distributions for the period between January 1, 2020 and December 31, 2020. Only one option may be elected.

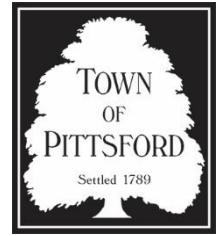
- A Participant or Beneficiary who would have been required to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary chooses not to receive the distribution; or
- A Participant or Beneficiary who would have been required to receive a 2020 RMD will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

Section 8.6(h) also provides for the treatment of certain distributions in 2020 as eligible rollover distributions. Check one or none.

- 2020 RMDs (as defined in the Plan);
- 2020 RMDs and Extended 2020 RMDs (both as defined in the Plan); or

- 2020 RMDs (as defined in the Plan), but only if paid with an additional amount that is an eligible rollover distribution without regard to section 401(a)(9)(I).

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: February 13, 2024

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: February 22, 2024

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

Name	Dept	Position	Rate	Date of Hire
Alexandria Lebo	Library	Library Aide – PT	\$17.14	02/26/2024
Susanna Buhrman-Deever	Library	Library Aide – PT	\$17.14	02/26/2024
Quintin LaFoe	Library	Library Aide – PT	\$17.14	02/26/2024

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

Name	Dept	Position	Rate	Date of Hire
Alexandria Lebo	Library	Library Aide – PT	\$17.14	02/26/2024
Susanna Buhrman-Deever	Library	Library Aide – PT	\$17.14	02/26/2024
Quintin LaFoe	Library	Library Aide – PT	\$17.14	02/26/2024