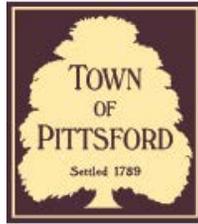


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy
Supervisor
Kevin Beckford
Cathy Koshykar
Stephanie Townsend

TOWN BOARD AGENDA

Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, February 4, 2020 – 6:00 pm

Call to Order

Pledge of Allegiance

Minutes

Public Comment
Approval of Minutes of Meeting of January 21, 2020

Legal Matters

Public Comment
Set Public Hearing on Local Law # 2 of 2020 regarding Light Industrial District (Linden Avenue)

Recreation Matters

Public Comment
Presentation by Recreation Department
Spring Recreation Programs
SORA Contract
Community Events Schedule
Community Events Band Contracts
Community Events Infrastructure
Community Events Temporary Access

Operational Matters

Public Comment
Set Bid Date for Erie Canal Park and Preserve Elevated Boardwalk
Rabies Clinic

Personnel Matters

Public Comment
Hiring Resolution
Training

Other Business

Public Comment

Adjournment

Minutes of the Town Board for January 21, 2020

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
JANUARY 21, 2020**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, January 21, 2020 at 6:00 P.M. local time in Pittsford Town Hall.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Kevin S. Beckford, Cathy Koshykar, Katherine B. Munzinger and Stephanie M. Townsend.

ABSENT: There were no Town Board members absent.

ALSO PRESENT: Staff Members: Paul J. Schenkel, Commissioner of Public Works; Robert B. Koegel, Town Attorney; Linda M. Dillon, Town Clerk, Suzanne Reddick, Assistant to Supervisor, Shelley O'Brien, Communications Director and Spencer Bernard, Chief of Staff.

ATTENDANCE: There were fourteen (14) members of the public in attendance. There were also two (2) additional staff members and an interpreter present.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M., noting that the Town has an interpreter present and available should anyone at the meeting need this service. The Town Clerk noted all board members present and Supervisor Smith invited Councilmember Beckford to lead in the Pledge to Flag.

MINUTES OF THE JANUARY 7, 2020 MEETING APPROVED

A Resolution to approve the Minutes of the January 7, 2020 meeting was offered by Deputy Supervisor Munzinger, seconded by Councilmember Beckford. Councilmember Koshykar asked the Town Clerk if she had received an email request for an amendment to the Minutes. Town Clerk Dillon said that she had received the request, but reminded the Board that the minutes are not a verbatim transcript of the meeting nor are intended to be, and that the Town videotapes Town Board meetings for broadcast and on-demand viewing as the means to let residents see exactly what was said and by whom. She noted that the statewide association for Town Clerks recommends against include public comments in Town Board minutes at all, to avoid such requests for amendments and because the purpose of the minutes is solely to report actions taken or considered by the Town Board.

Thereafter, the motion and the second was reconfirmed and the approval of the Minutes as written was voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the Meeting Minutes of the January 7, 2020 are approved as written.

SUPERVISOR'S ANNOUNCEMENTS

1. LED Streetlight Replacements – Supervisor Smith noted that one of the Town's recent environmental initiatives is being carried out, whereby our existing conventional street lights are being fitted with energy-saving LED lighting. If residents notice some street lights being out being out for a day or two around town, it is because of the LED refitting project.

2. NYSDOT – New York State Department of Transportation – State Street bridge replacement: Supervisor Smith announced that the State DOT has scheduled this project to begin in March 2021, and expects to complete it by Labor Day 2021.

LEGAL MATTERS

DISCUSSION – TIMELINE FOR INITIAL CODE REVISIONS REVIEWED

Town Attorney Koegel reviewed with Town Board members the draft of a timeline and plan for zoning updates for the area subject to the current building moratorium. It must be completed by June of this year. He indicated that he and a working group of Town staff members will identify key objectives to be achieved by modifications to the current RRAA zoning requirements that apply to the Extended RRSP area as contemplated by the Comprehensive Plan. He suggested that the group include a liaison from the Planning Board. He also noted that if the Town engages a consultant for the larger project of amending the Town Code in accordance with the Comprehensive Plan, that consultant could help with this component of the overall Code revision.

Councilmember Townsend suggested including in the code revision drafting group a member of the Design Review and Historic Preservation Board. She recommended that one or two members of the Town Board serve on the drafting group, which can make the process more efficient by avoiding need for significant and time-consuming revisions once the draft is presented to the Town Board for its consideration and approval. Following discussion among Board members and the Town Attorney, the Board and Supervisor concurred.

Councilmembers Beckford and Munzinger agreed to serve on the drafting board. Councilmember Beckford noted that he would like to explore possibilities of having the remaining developable land in the Town zoned to provide affordable housing.

Councilmember Koshykar asked about a provision in the timeline and plan providing for a first draft early in March and a final draft later in the month. The Town Attorney noted that this was driven by the need to set a public hearing in a timely manner, in light of the moratorium expiring in June.

PUBLIC COMMENT

Supervisor Smith noted that the Town Board will be taking the next comment, from Mayor Corby, out of the regular order of business, as he has important information and comments to make regarding our Erie Canal and the future vitalization of this important resource in Pittsford.

MAYOR ROBERT CORBY ADDRESSED THE BOARD REGARDING THE STATE'S NEW PLAN FOR THE ERIE CANAL

Supervisor Smith noted that he and Village Mayor Robert Corby have discussed mutual concerns about the State's proposed plan called "Re-Imagining the Canal." Mayor Corby has been in touch with the State Office of Historic Preservation about the matter. The Supervisor asked Mayor Corby to bring the Town Board current on the status of the plan and to explain reasons for concern about it that affect Pittsford.

Mayor Corby indicated that his research discloses how difficult it is to obtain concrete details about the proposed plan. The Mayor explained that the Erie Canal Corporation had, for years, been governed and operated by the New York State Thruway Authority. He noted that this made sense, given that it is a mode of transportation and runs parallel to much of the thruway. In 2017 Governor Cuomo placed the Canal under control of the New York State Power Authority, which has no real experience or knowledge of historic preservation nor of recreational or economic development. The Erie Canal is designated as a National Historic Landmark and should be given the attention it deserves as a significant landmark. Mayor Corby indicated that from the information available, the Power Authority's intentions for the canal, and its proposed plan, could be devastating to Pittsford and other canal communities throughout the state. A few of the changes that he understands have been quietly circulating as proposals by the Power Authority include lowering the water to the level of 4 -6 feet; limiting navigation to only small boats, such as kayaks and canoes; decommissioning some of the locks, which would diminish the number of fish and deter recreational use for fishing; and disconnecting the canal from other waterways along the canal system.

Minutes of the Town Board for January 21, 2020

The Mayor continued that these changes would be significant and would be for the worse; that we need to be vocal in our expression of these concerns. He plans to bring this up at the State Association of Mayors conference next month, as there are many Towns and Villages throughout the State of New York that the Erie Canal runs through and any significant changes could have a negative impact on them as well. Supervisor Smith thanked Mayor Corby for his presentation and indicated that he will follow the Mayor's lead, by expressing the Town's concerns at the upcoming Meeting of the New York State Association of Towns in February.

COMPREHENSIVE PLAN COMMENDED BY HISTORIC PITTSFORD

Peggy Caraberis Brizee, President of Historic Pittsford, presented and read a letter to the Supervisor and Board in support of the Town's Comprehensive Update. The letter encourages the Town to preserve more open space and review the Resource Inventory list developed by the Town during planning for the original Greenprint Plan in the 1990's. Supervisor Smith thanked Peggy for the letter and noted that she had been present at most or all meetings of the Town's Comprehensive Plan Citizens Committee and thanked her for her contributions to the process and to the final plan itself.

GREENPRINT 2.0

As a follow-on to the comments from Historic Pittsford, Supervisor Smith noted that the Community Survey completed last year indicated strong public support for further expansion of the Greenprint plan, that he has spoken with Board members of his intention to make this an initiative this year and that the Town Board can begin by considering the open space inventory ranking done in the 90's which remains substantially relevant. This material will be distributed to members of the Board to begin the process.

FINANCIAL MATTERS

PUBLIC COMMENTS

No public comments were offered.

BUDGET TRANSFERS APPROVED

Following brief discussion and discussion among the Board, Town Clerk Dillon and Commissioner Schenkel regarding the postage transfer to the Spiegel Center utilities, a Resolution to approve the proposed budget transfers, to be posted to the FY2019 Budget was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the following budget transfers are approved and posted to the FY2019 Budget:

- That \$8,110.00 be transferred from 1.1670.4601.1.1 (Postage – Expense) and \$10.00 be transferred to 1.1620.1000.1.1 (Messenger – Salaries) to cover FY2019 salaries and \$8,100.00 be transferred to 1.1620.4202.1.2 (Building – RG&E) to cover SCC FY2019 utilities.
- That \$950.00 be transferred from 4.5130.1000.53.4 (Mechanics – Salaries) to 4.5130.4106.53.4 (mechanics – Parts) to cover FY2019 part purchases.
- That \$955.00 be transferred from 6.9050.8000.1.6 (Sewer – Unemployment) to 6.9060.8002.1.6 (Sewer – Dental) to cover dental claims for the end of FY2019.
- That \$1,010.00 be transferred from 1.1670.4601.1.1 (Postage – Expense) to 1.2620.4118.9.1 (Building Maint. – Building Supplies) to cover FY2019 building supplies.

Minutes of the Town Board for January 21, 2020

JANUARY 2020 VOUCHERS APPROVED

A Resolution to approve January 2020 vouchers was moved by Deputy Supervisor Munzinger, seconded by Supervisor Smith, and voted on by the members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the January 2020 vouchers No. 145366 through No. 145657 in the amount of \$901,602.77 are approved for payment.

PERSONNEL MATTERS

PUBLIC COMMENTS

No public comments were offered.

HIRING RECOMMENDATIONS APPROVED

Having had the records audited for the proposed hires and noting that all the documents were in order, a Resolution to approve the proposed hiring and status change and/or salary change was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

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

Name	Department	Position	Rate	Date of Hire
Laura Mecca	Recreation	Asst IIIComm Cntr Supv-PT	\$13.50	01/15/2020

and be it further

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

Name	Position	Reason for Change	Rate	Effective Date
Dale Burgess	GEO I	salary adjustment	\$29.56	01/13/2020
Jeanne Steinbrenner	Librarian II	Civil Service Appt	\$27.83	01/13/2020
James Lane	MEO III	Promotion	\$20.19	01/31/2020
Christopher Coleman	MEO II	Promotion	\$23.12	01/31/2020
Caleb Sandburg	MEO III	Promotion	\$20.19	01/31/2020

OTHER BUSINESS

1. Update on Kilbourn Place: Supervisor Smith reported that Riedman Company recently met with Town staff, Councilmember Townsend and the Supervisor regarding the Kilbourn Place development to discuss the project. The Town Attorney and Assessor participated and noted that some of the figures provided by the developer regarding anticipated tax revenue from the site as-is as compared to the site if built pursuant to the developer's request for changes to the incentive zoning law were incorrect and needed revision. The developer will revise the figures and provide them to the Town. The Supervisor noted Councilmember Townsend's request at the meeting that the developer meet with representatives of the school district, to determine effects of the proposed project on Allens Creek School, which she understands to be at full capacity as it is. Once the developer revises the tax projections and can report on its discussion with the school district, the Supervisor will distribute this information to all Board members, in anticipation of another presentation to the Board by the developer.
2. Supervisor Smith indicated that the 2020 and 2021 Road repair schedule is being updated and will be presented upon its completion.

Minutes of the Town Board for January 21, 2020

3. Councilmember Townsend noted that she is acquainted with an archiving specialist, Dr. Carolyn Vacca, Monroe County Historian and a professor at St. John Fisher College. She would like to introduce her to Vicki Proffit, who recently came to work for the Town part-time as Archivist and assistant to the Town Historian, Audrey Johnson.
4. The Supervisor noted that the window is open for neighborhoods wishing to collect petitions to form Refuse Districts. The Town will add a map to its website showing the location of existing Refuse Districts. Councilmember Townsend stated that this could be a help to adjacent neighborhoods in defining their own districts.
5. Volunteer Boards – The Supervisor’s office is continuing to accept letters of interest from residents wishing to serve on the volunteer boards. Responding to a question from Councilmember Koshykar, Supervisor Smith noted that incumbent volunteer board members traditionally have been re-appointed when their terms end, if they wish to continue on a board. However, the Town Board has authority and discretion to install new members to seats whose term has expired. The Town will make this inquiry of incumbent Board members. Councilmember Beckford observed that the Town might consider term limits for these boards. Deputy Supervisor Munzinger indicated that she would not be opposed to this, but historically the challenge always has been finding people willing to serve.
6. Former Supervisor Paul Spiegel’s 100th Birthday – Deputy Supervisor Munzinger noted the 100th birthday, this past Saturday, of former Town Supervisor Paul Spiegel, the longest-serving Supervisor in the Town’s history, who served from 1966 to 1987. The Board joined her in wishing Supervisor Spiegel a Happy 100th birthday.
7. Councilmember Beckford recognized and thanked the Town and Town staff members by name who assisted in organizing the week-long events in recognition of the birthday of the Rev. Dr. Martin Luther King, Jr. He believed that Pittsford to be the only Town in the state with a 5-day series of events honoring the legacy of Dr. King.
8. Councilmember Koshykar referred to her recent communication to Board members suggesting that the Town Board consider moving its meeting place to the Library’s Fisher Meeting Room, as a way of engaging more residents. She suggested that this be tried for a few meetings on an experimental basis. Deputy Supervisor Munzinger stated that she would hesitate to support this on a regular basis, as our meeting rooms, especially the Fisher Meeting Room, are heavily used by Town residents and this would deprive them of this space twice a month, in circumstances where the Town Board already has a dedicated meeting space of its own. Many Library programs for residents and others are held in this room. Supervisor Smith noted that upon receiving Councilmember Koshykar’s message he inquired about availability of the Fisher Room for the rest of this year. He learned that, save for one date, it is already booked for the 1st and 3rd Tuesdays of every month in 2020. He noted that of all the Town’s meeting rooms the Fisher Room sees the heaviest demand for booking.

PUBLIC COMMENTS

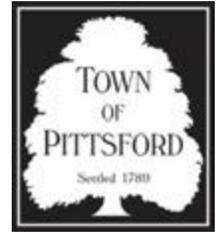
No additional public comments were offered.

As there was no further business, the Supervisor adjourned the meeting at 7:22 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: January 30, 2020

Regarding: Local Law #2 of 2020 - Town Code Change to Allow Car Rental and Washing in the Light Industrial District

For Meeting On: February 4, 2020

Ladies and Gentlemen:

The Light Industrial District is centered around Linden Avenue in the northeast corner of the Town. Altom Enterprises, Inc., doing business as Enterprise Rent-A-Car at 763 & 759 Linden Avenue, operates a car rental business there, which includes car washing. As currently written, our Town Code does not include automobile/truck rental or washing as a permitted use. However, at the time Enterprise started its rental and washing operations at the site, those activities were permitted uses under our Town Code. Hence, Enterprise's current use of the property is a legal, pre-existing non-conforming use. Still, under our Town Code, a non-conforming use (other than a single-family residential or farm use) may not be expanded, or the intensity of such use be increased, by the extension or enlargement of such use.

Enterprise Rent-A-Car is seeking Town permission to expand its car washing operation (all of which is indoors and would continue to be indoors). Town staff has been informed that without this proposed expansion, the whole business will not be sufficiently competitive and might have to be shut down. Staff is mindful of the zoning goal of phasing out unsightly, non-conforming automobile salvage operations. Staff is also sympathetic to the reasonable desire of Enterprise to expand indoor washing operations which will not adversely affect the appearance of Linden Avenue. To accommodate both of these concerns, Local Law #2 of 2020 amends the provisions of the Light Industrial District article to permit car rental and washing operations, but retains the prohibition on salvage operations.

A public hearing must be held to enact Local Law #2 of 2020, a copy of which is submitted herewith.

RESOLUTION

I move that a public hearing be set for February 25, 2020 at 6:00 pm, local time, at the Pittsford Town Hall, to consider Proposed Local Law #2 of 2020; Amending Article XI, entitled "Light Industrial District", of Chapter 185 of the Town Code.

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 4th day of February, 2020.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie Townsend, Councilmember

ABSENT: None

In the Matter

of

THE ADOPTION OF PROPOSED LOCAL LAW NO.2
of 2020: AMENDING ARTICLE XI OF CHAPTER 185
OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED LIGHT INDUSTRIAL DISTRICT

Resolution to Set Public Hearing

WHEREAS, true and correct copies of proposed Local Law No. 2 of 2020: Amending Article XI of Chapter 185 of The Town of Pittsford Municipal Code Entitled “Light Industrial District”, 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. 2 of 2020, 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 25th day of February 2020, 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. 1 of 2020;

NOW, on motion duly made and seconded, it was

RESOLVED, that a public hearing be held on the 25th day of February, 2020, 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. 2 of 2020; and be it further

RESOLVED, that a Notice of Hearing and a copy of said proposed Local Law 2 of 2020, 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. 2 of 2020, or a summary thereof, on the bulletin board, maintained by the 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.

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

William A. Smith, Jr.	VOTING
Katherine Bohne Munzinger	VOTING
Kevin S. Beckford	VOTING
Cathleen A. Koshykar	VOTING
Stephanie Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: February 4, 2020

Linda M. Dillon, Town Clerk

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of February, 2020.

Linda M. Dillon, Town Clerk

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

**LOCAL LAW NO. 2 OF 2020:
THE ADOPTION OF PROPOSED LOCAL LAW
NO. 2 of 2020: AMENDING ARTICLE XI OF CHAPTER 185
OF THE TOWN OF PITTSFORD MUNICIPAL CODE
ENTITLED “LIGHT INDUSTRIAL DISTRICT”**

Sec. 1 Title

This Local Law shall be known as “Local Law No.2 of 2020: Amending Article XI of Chapter 185 of The Town of Pittsford Municipal Code Entitled ‘Light Industrial District.’”

Sec. 2 Amendment to Existing Law

The Pittsford Town Code, Chapter 185, Article XI, shall be amended to revise §185-49 to read, as follows:

§ 185-49. Permitted uses.

The following uses are permitted:

- A. Light industrial uses.
- B. Business or professional office.
- C. Research and development.
- D. Ammunition/firearms sales.
- E. Warehouse/distribution.
- F. Wholesale operations.

- G. Automobile/truck sales, servicing, rental, washing, repair and refinishing that does not include salvage operations.
- H. Animal hospital, provided that the facility and all animals are contained in an enclosed structure.
- I. Adult entertainment subject to the requirements of § 185-53.3 of this Code.
- J. Indoor active recreation.

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.

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Pittsford, New York, at the Town Hall, 11 South Main Street, Pittsford, New York, on the 25th day of February, 2020, at 6:00 o'clock P.M., Local Time, on the proposed adoption of Local Law No. 2 of 2020 that would amend the Town Code to allow car rental and washing in the "Light Industrial" zoning district. The specific language contained in proposed Local Law No. 2 of 2020 is available for review in the Town Clerk's Office.

The aforesaid public hearing has been directed to be held pursuant to a Resolution of the Town Board of the Town of Pittsford, New York, duly adopted at a meeting of said Board on the 4th day of February, 2020.

Dated: February ____, 2020

Linda M. Dillon
Town Clerk
Town of Pittsford

MEMORANDUM

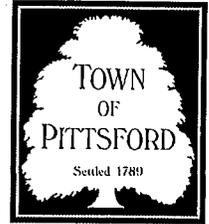
To: William A. Smith and Town Board

From: Jessie Hollenbeck, Recreation Director

Date: January 23, 2020

Regarding: Spring 2020 Recreation Programs

For Meeting On: February 4, 2020



The attached list of programs constitutes the list of spring 2020 recreation programs we anticipate offering.

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

I move that the Town Board approve the Recreation Department's 2020 spring programs and authorize the Town Supervisor to sign instructor contracts as required.

DUPLICATE

PROGRAM CONTRACT CONDITIONS SPRING SESSION 2020

VENDOR RESPONSIBILITIES

The Vendor is responsible for the following:

1. Designing the program, including the days and times at which it will be offered.
2. Determining the program fee to be charged to participants.
3. Creating advertising copy to be included in the Town's Recreation Department brochure.
4. Communicating with the public regarding program details and inquires.
5. Obtaining liability insurance for the protection of the Vendor and Vendor's employees.
6. Hiring personnel as needed and ensuring that all personnel possess necessary certificates, licenses and/or registrations.
7. Providing all instruction, supervision, equipment, and supplies needed to conduct the program.

PROGRAM SESSION

The program's session will commence the week of March 22, 2020 and will end June 20, 2020. Building closed on Memorial Day, May 25, 2020 unless otherwise agreed upon by the parties and noted in the Town's Recreation Department brochure. This contract covers this program and session, only. Separate or additional programs and/or sessions require a separate contract.

VENDOR PAYMENT TERMS

The Vendor will be paid the percentage of class fees set forth on the contract. Such percentage takes into consideration all Town expenses required for the class and an overhead charge.

Payments will be made to Vendor following preparation and submission of vouchers, which will be prepared in accordance with Town requirements. Payments will be computed on actual fees collected, less any refunds made to participants. Payments will be made monthly and will be for actual services performed to the date that vouchers to the Town are submitted. All vouchers are required to be approved by the Town Board before payments are made.

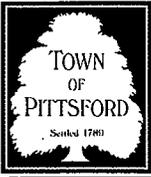
The Vendor shall be responsible for paying employees, including payment of workers' compensation, disability and unemployment insurance premiums.

PROGRAM MONITERING, LIABILITY AND CANCELLATION

The services performed by the Vendor will be observed by the Director of Recreation or his designees. The Town reserves the right to suspend or cancel classes if, in the Director's opinion, there is a threat posed to the public's safety or in the event of misconduct or incompetence by the Vendor or Vendor's personnel. The Director is not, however, permitted to discipline or terminate any of Vendor's personnel.

The Vendor shall be solely liable for all incidents occurring during or as the result of the program provided by the Vendor, and agrees to indemnify the Town for any such incidents resulting in any claim against the Town.

In the event that registrations fall below the agreed upon established minimums, the Director and the Vendor may agree to cancel the class. The Town also reserves the right to suspend, cancel or postpone classes in the event that the class location becomes unavailable.



**Town of Pittsford
Department of Recreation
2020 Spring Contract**

DUPLICATE

Mary Lyke
623 Ridgemont Drive
Rochester NY 14626

Fac Type
Classroom

Instructor Payment
70% of fees collected
per class per student

Fac Location
SCC Room 113

<u>Description</u>	<u>Dates</u>	<u>Days</u>	<u>Amount</u>
220818-01 Bridge: Play of the Hand Part 2	03/30/2020-04/27/2020	Thu	\$60.00
220804-01 Bridge: Beginning Bridge Part 2	03/31/2020-04/28/2020	Tue	\$60.00
220815-01 Bridge: Bridge Defense Part 1	03/30/2020-04/27/2020	Thu	\$60.00
220815-02 Bridge: Bridge Defense Part 1 (Materials Fee)	N/A	N/A	\$17.00

The Vendor and the Town of Pittsford agree that the Vendor will provide the course services listed in this contract. The course participant's fees will be as listed, with the Vendor to receive a percentage of such fees, as listed, as consideration for the Vendor's services. The Vendor and the Town also agree to all the terms and conditions of this contract set forth on the attached "program Contract Conditions". The original of this contract is to be signed by the Vendor and returned to Allyson Bilow, either by mail or in person.

William A. Smith, Jr.
Pittsford Town Supervisor

Dated

Jessie R. Hollenbeck
Recreation Director

Dated

Mary Lyke
Vendor / Instructor

Dated

Town of Pittsford – Recreation Department

New Proposed Programs for Spring 2020

Teen Activity Nights

Recreation Staff

Join us for teen outings to various community locations throughout the months of April, May and June! We are partnering with Perinton Recreation to offer exciting opportunities for teens. Spring outings will include a Splash Party at the Perinton Community Center, a Cinema & Dinner (Regal Henrietta), a Foam Dart Party at the Pittsford Community Center and a 3 on 3 Basketball Tournament in Perinton.

Mother's Day Royal Tea Party

Etiquette Chics

Celebrate that special day with a Royal Tea Party to celebrate Mother's Day. English pastries, sweets, tea (& apple cider) will be served on fine English china. Spend time learning proper British etiquette and enjoy special activities for all to enjoy. Come dressed up, if you choose, and enjoy some fun activities with a take home favor to enjoy.

"Frozen" Tea Party

Etiquette Chics

Head north into the enchanted forest and enjoy a morning/evening of learning etiquette and manners with a "Frozen" theme and lots of fun (& learning) sprinkled throughout. A morning/evening of pure delight awaits your, Elsa, Anna or Olaf. Enjoy "tea" with wintery punch and "Frozen" themed cupcakes. We will cover simple mealtime manners and tea etiquette.

Cupcake Creations

Anette Messer

Learn to decorate cupcakes using simple piping techniques, molding Fondant and using fun ingredients. We will decorate 4 cupcakes for you to bring home and show off (and eat, of course!). Our class will end with a snack. What else? A cupcake! Don't miss the fun! Bring a box to take your creations home in. Each class will highlight a different theme.

Jr. Sharks Basketball Clinic

Rochester RazorSharks

The Jr. RazorSharks Active Sharks™ Program is offering a clinic that focuses on active participation and practice to improve youth fitness, skills, and enjoyment of physical activity. Fun, manageable activities provide opportunities for engagement which include all fitness and skill levels to keep all participants involved and motivated. Participants will be coached by the RazorSharks players, who are trained and certified through the Jr. NBA program.

Jr. Sharks Basketball Program

Rochester RazorSharks

The Jr. RazorSharks will be offering an eight week basketball program designed for participants to learn the basic skills of basketball, with an emphasis on fun! Experience playing basketball is not necessary.

Flag Football for Teens

Michael Carney

Do you have a middle/high school aged child between the ages of 13 and 17 that loves playing flag football (a 5-person non-contact version of football)? Are you or your child scheduled such that an inclusive activity once-per-week is optimal? If so, you may be interested in Flag Football of Pittsford. Flag Football of Pittsford teaches the value of teamwork, practice, competition, social skills, and sportsmanship in the context of a modified form of the most popular sport in the U.S.A. with significantly less risk of injury. A game follows team practice.

Ultimate Frisbee

Michael Carney

Are you looking for a family sport this spring in a convenient location? Ultimate (Frisbee) of Pittsford provides a coeducational instructional and a competitive, non-contact experience for novice and experienced players 12 years old and older. Ultimate of Pittsford has only one division: the Family Division; however, individuals (children and adults) are encouraged to register! Ultimate combines the field movement of soccer with the passing/scoring/kickoffs of football with the agility of basketball with the jumping of volleyball! A game follows a lesson; rules are introduced throughout the season. Ultimate is truly the ultimate sport!

Adult Group Swimming Lessons

Pittsford Recreation Aquatics Staff

A class designed for adults using American Red Cross standards to provide an enjoyable opportunity to improve overall fitness and swimming skills and to provide a time for swimmers to interact socially. The emphasis in this program will be on stroke development and refinement.

Private Swim Lessons for Teens

Pittsford Recreation Aquatics Staff

This program is designed for those who need additional one-on-one assistance in learning to swim. Whether your teenager has not yet learned to swim or they need to refine their strokes before heading to a swim team, this program is for them. Students will be assigned to an instructor the first day of class.

Whole Food Plant Based Cooking

Lisa Svengsouk & Ann Pompa

This class is designed for anyone interested in Whole Food Plant Based (WFPB) cooking and especially for those who are or have participated in Rochester Lifestyle Medicine or Highland Plant Based programs. The recipes used in this program will be void of meat, dairy, eggs, highly processed foods, including fats and refined sugars. The first session of classes will cover soups and sauces, salads and dressings, snacks, breakfast, and side dishes. The second session of classes will cover sandwiches and wraps, spices and herbs, main dishes, and desserts. The cost of each class will include all ingredients. Participants will have hands on experience.

How to Protect Yourself from Your Computer

Marc-Anthony Arena

Frustrated with your computer? Is your computer dreadfully slow? Worried about the tech industry spying on us? In this course, you'll learn the basic concepts of computer technology, so you can have some confidence! You will also learn how the internet and email work, who is slowing down your computer and why, and discuss the latest scams in the industry. This course

will also cover the new security threats that are out there and how to protect yourself effectively from them.

Yoga Therapy

Kaitlyn Vittozzi

An empowered body is a strong body. This mindful movement yoga series is designed to align body with mind. Clients will learn postures with a focus on body-awareness, strength and safe movement to create a sense of flow and connection in their daily lives off the mat. Postures can be adapted to all abilities and skill levels, and will be tailored to each student's goals/needs. Yoga therapy helps you tap into your body's wisdom to de-stress and prioritize your life. No prior yoga experience is required.

Couples Massage Workshop

Kristen Wondrack

Want to help your special person feel better, get that knot out, reduce their stress, pain or headache, but get tired after a couple minutes of trying to massage them? Frustrated with your partner's weak attempt at massaging you? During this workshop, couples will learn basic Swedish and specific therapeutic massage techniques along with proper body mechanics that will allow you to deliver an effective massage, while maintaining endurance.

Qigong for Health & Healing

Usha Shah

Qigong is an energy healing practice from traditional Chinese medicine developed more than 5,000 years ago. The term Qi means energy that flows through the entire person – body, mind and spirit. Its gentle movements stretch and strengthen muscles, improve balance and flexibility, and reduces inflammation in joints. This movement helps to improve the circulation of blood and oxygen throughout the body and helps to release toxins and emotions.

Adult Coed Softball Leagues

Recreation Staff

This adult coed softball league will play games in Pittsford, Perinton, and Penfield. The league is limited to two Pittsford teams, so register early! Each team will compete against teams from all three participating towns. If you are interested in having a team in the league, please contact Kate at 248-6281 for more information. Any teams interested in playing in the adult coed softball league this spring/summer will be invited to attend an informational meeting at the Pittsford Recreation Department. The meeting will include an overall discussion regarding rosters, scheduling, cost, fields, and playoffs.

Town of Pittsford – Recreation Department Proposed Programs for Spring 2020

<u>Program</u>	<u>Instructor</u>
<u>Preschool</u>	
Child Watch	Recreation Staff
Preschool Adventures	Sherry Murray
Preschool Adventures: Celebrate Spring	Sherry Murray
Preschool Adventures: Baskets & Bunnies	Sherry Murray
Preschool Adventures: Opposite Day	Sherry Murray
Preschool Adventures: Are You My Mother?	Sherry Murray
Preschool Adventures: Strega Nona	Sherry Murray
Preschool Adventures: Bugs	Sherry Murray
Preschool Adventures: Water Science	Sherry Murray
Mad Science of WNY: Pre-K Mad Scientists!	Mad Science Instructor
S.T.E.A.M. Powered Play	Progressive Early Learning
Sensory and Science	Progressive Early Learning
Dynamo Sluggers & Kickers	Mary Slaughter
Spring Trainers	Mary Slaughter
Wiggles, Giggles, and Jiggles	Lisa Magliato
Lil Athletes	Lisa Magliato
Soccer Shots for Youth	Soccer Shots Staff
Little Ninja Class	James Creighton & Pete Reminicky
Baby Blades Ice Skating	Pamela Warren
Parent & Tot Open Gym	Recreation Staff
Youth Soccer- Summer	Recreation Staff
Teeny Tiny Tap and Ballet	Shirley Reback
Tiny Tap and Ballet	Shirley Reback
Fairytale Ballet I	Alexis Mueller
Fairytale Ballet II	Alexis Mueller
<u>Youth & Teen</u>	
Summer Fun Juniors Camp	Recreation Staff

Summer Fun Camp	Recreation Staff
Summer Fun Field Trips	Recreation Staff
Adventure Camp	Recreation Staff
The After School Program	Recreation Staff
Sports Birthday Parties	Recreation Staff
Artful Birthday Parties	The Artful Fairy
Harry's Wizard Birthday Parties	The Artful Fairy
Rochester Foam Dart League Birthday Parties	Rochester Foam Dart League
Martial Arts Birthday Parties	James Creighton
Spring Break Camp- Animal Adventures!	Recreation Staff
Fun Camp Day- Game Show!	Recreation Staff
Fun Camp Day- Let's Go Camping!	Recreation Staff
Kid's Night Out	Recreation Staff
Teen Activity Nights	Recreation Staff
Mealtime Manners	Etiquette Chics
Mealtime Manners II	Etiquette Chics
Mother's Day Royal Tea Party	Etiquette Chics
"Frozen" Tea Party	Etiquette Chics
Mad Science of WNY: Junior Scientist	Mad Science Instructor
Space Wars Robotics – Snapology!	Snapology of Pittsford
Attack Bots Robotics- Snapology!	Snapology of Pittsford
Cupcake Creations	Anette Messer
American Girl Doll Adventures	Sherry Murray
Private Piano Lessons	Beth Werner
Private Voice Lessons	Edward Rocha
Disney's The Little Mermaid	Edward Rocha
Disney's Moana JR.	Edward Rocha
Spring Break Theatre Camp	Edward Rocha
Summer Theatre Camps	Edward Rocha
American Red Cross – Babysitter's Training	Domenic Danesi
Safety First for Children	Domenic Danesi
College 101: Planning & Paying	Brenda Piazza
First Aid for Kids	EPIC Trainings

Pittsford Ballet Pre-Ballet	Karen Hanson
Pittsford Ballet School	Karen Hanson
Junior I Dance	Alexis Mueller
Junior II Dance	Alexis Mueller
Junior II Tap	Alexis Mueller
Dance Camp	Katie Elizabeth
FIT Kids: Fencers in Training	Rochester Fencing Club Staff
Indoor Junior Tennis	Jeff Wagstaff
Junior Group Tennis Lessons	Jason Speirs
Soccer Shots for Youth	Soccer Shots Staff
Edge 11 Elementary Soccer Academy Clinic	Edge11 Soccer
Martial Arts for Youth	James Creighton
Horseback Camp for Kidz	Park Place Farms
A Horse's Friend: Horsemanship	A Horse's Friend
Junior Golf Camp	Erik Yaekel
Jr. Sharks Basketball Clinic	Rochester RazorSharks
Jr. Sharks Basketball Program	Rochester RazorSharks
Flag Football for Teens	Michael Carney
Ultimate Frisbee	Michael Carney

Aquatics

Parent & Tot Swim	Aquatics Staff
Parent & Tot Swim Plus	Aquatics Staff
Group Swim Lessons	Aquatics Staff
Adult Group Swim Lessons	Aquatics Staff
Private Swim Lessons	Aquatics Staff
Private Swim Lessons for Teens	Aquatics Staff
Stroke Clinic for Advanced Swimmers	Aquatics Staff
Lap Swim for Senior Citizens	Aquatics Staff
Lap Swim for Adults	Aquatics Staff
Family Open Swim	Aquatics Staff

Adult Programs

Guided Hikes on Pittsford Trails

Cemetery Tour

Whole Food Plant Based Cooking

Antiques and Collectibles

Making Soap the Easy Way

Basic Cold Process Soap

Bath Salts

Bath Fizzies

Pamper Those Tootsies! Class

Fabulous Furnishings

Three Cheers All-Occasion Card Class

Floral Occasion Cards

Seriously the Best Card Class

Bridge: Play of the Hand Continued

Bridge: Beginning Bridge: Let's play

Bridge: Bridge Defense Part 1

Bridge for the Advancing Player: Structured Play Contd.

Pittsford Ballet School

Adult Tap Dance I

Adult Tap Dance II

Belly Dance

American Red Cross CPR/AED

American Red Cross First Aid

Becoming a Notary Public

Learn A New Language: Spanish Basics

Learn A New Language: Spanish Basics II

Learn A New Language: Spanish Basics III

Defensive Driving

Pre-Licensing 5 Hour Course

Martial Arts for Adults

Women's Self-Defense Class

Martial Arts for Women

Recreation Staff

Audrey Johnson & Vicki Profitt

Lisa Svengsouk & Ann Pompa

Price Prazar

Beth Byrne

Beth Byrne

Beth Byrne

Beth Byrne

Beth Byrne

Peggi Heissenberger

Pat Miller

Pat Miller

Pat Miller

Mary Lyke

Mary Lyke

Mary Lyke

Mary Lyke

Karen Hanson

Alexis Mueller

Alexis Mueller

Deborah Robinson

EPIC Trainings

EPIC Trainings

Kristin Cavallaro

Lourdes de la Colina-Scotfield

Lourdes de la Colina-Scotfield

Lourdes de la Colina-Scotfield

Cindy St. George

Jon DeVecchio

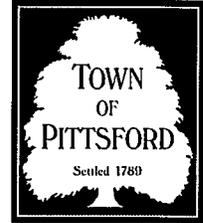
James Creighton

James Creighton

Tracy Maggio & Barb Malley

Debbie McVean Aerobics	Debbie McVean
Dance Fitness	Katie Elizabeth
Pilates	Eva Pazral
Yoga	Eva Pazral
Yoga Therapy	Kaitlyn Vittozzi
Couples Massage Workshop	Kristen Wondrack
Practicing Meditation & Mindfulness in Daily Life	Usha Shah
Qigong for Health & Healing	Usha Shah
Chakra Meditation with Reiki	Gina Pietropaoli
Meditation with Reiki	Gina Pietropaoli
Reiki Level 1 Training	Gina Pietropaoli
Introduction to Pickleball	Larry Shearer
Adult Ice Skating: Learn to Skate	Pamela Warren
Adult Beginner Golf - Intro to Golf	Erik Yaekel
Adult Advanced Golf	Erik Yaekel
Adult Coed Softball Leagues	Recreation Staff
Women's Soccer League	Recreation Staff

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: January 28, 2020

Regarding: 2020 Sports Officials of the Rochester Area (SORA) Contract

For Meeting On: February 4, 2020

The Town of Pittsford Recreation Department's 2020 Softball League (Coed) are Thursday evenings May 21 – July 9. League games will be hosted at Farm View Park 6-9pm in Pittsford, as well as town parks in Penfield and Perinton. We would like to continue using Sports Officials of the Rochester Area (SORA) for the 2020 season. There is a \$4.00 per game increase to the game fees from 2019.

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 Sports Officials of the Rochester Area (SORA) to allow them to provide their professional services for 2020 Town of Pittsford's Recreational Softball Leagues.

S O R A

Sports Officials of the Rochester Area
426 Ridge Road
Ontario, NY 14519

TAX ID # 16-1371909

Service Agreement

We, PITTSFORD RECREATION, do hereby request the Professional Services of the Sports Officials of the Rochester Area (SORA) for the 2020 slow pitch softball season.

We agree that the per game fee(s) will be as follows:

- A. Game fee of \$41.00 each will be paid for all single games, and \$30.00 each will be paid for all multiple game assignments scheduled in the 2020 season.
- B. A fee of \$58.00 will be paid for each game where two umpires are requested by the PITTSFORD RECREATION program director.
- C. A fee of \$17.00 will be paid for all games that are not played to completion of a legal game. Any game(s) canceled after 5:00 PM on game day and for which the umpire is not able to be notified, the \$17.00 fee will be charged.
- D. A fee of \$84.00 will be paid for each game where two umpires for the Fast Pitch Softball played in the PITTSFORD RECREATION program. A fee of \$42.00 will be paid for all games that are not played to completion of a legal game. Any game(s) canceled after 5:00 PM on game day and for which the umpire is not able to be notified, the \$42.00 fee will be charged.
- E. In the event that an umpire fails to cover an assignment, a credit will be issued to PITTSFORD RECREATION for these game(s), and the game(s) will be officiated by SORA at no cost at a mutually agreeable rescheduled time.

We agree that the method of payment will be the following:

- A. PITTSFORD RECREATION will be billed on the first and fifteenth of the month. Net amount due in full within 15 days of billing date. Services may be suspended for non-payment, at no penalty to SORA, until such payment is received.
- B. SORA will be notified of any and all game(s) cancellations NO LATER THAN sixty (60) minutes prior to the scheduled game time(s). Failure to make the proper notification to the SORA assignor will constitute the \$17.00 incomplete game fee as stated above.
- C. SORA will receive AT LEAST forty-eight (48) hours notification of any additions or rescheduling of game(s).

1. With proper notification, the **SORA** assignor should be able to provide the official(s) as needed.
2. Without proper notification, the **SORA** assignor may not be able to provide the official(s) as needed. Failure to provide services for these games will not constitute a "no show" on the part of **SORA**.
3. Late additions or changes may be billed at the single game fee of \$40.00 PER GAME.

D. Forfeits will be considered as complete games.

RULES: Any rules established by **PITTSFORD RECREATION** will supersede and take precedence over the USSSA rule book, which will otherwise be used to govern play.

PITTSFORD RECREATION has the right to refuse the services of any individual umpire, if a written request is received by the President of **SORA**.

We also agree that any problems relating to Umpires or Umpire Association disputes and/or problems will be handled by an arbitration board made-up of Umpires, player representatives, and the **PITTSFORD RECREATION** Management.

Sports Officials of the Rochester Area (**SORA**) will be responsible for maintaining its own liability insurance, which will protect them from any claims which may result from this agreement. In order for this insurance to be in effect, **Pittsford Recreation** must register all teams with the USSSA. **The cost for each adult team is \$ 25.00, payable to the USSSA.**

Sports Officials of the Rochester Area (**SORA**) will provide a contact number to be used in the event an umpire does not show. The **PITTSFORD** Representative making the call will be informed as to the status of having an umpire to the best of the ability of the **SORA** Representative handling the call.

If **SORA** fails to perform any obligations under this agreement, **PITTSFORD RECREATION** may, after seven (7) days written notice, during which time period **SORA** fails to perform such obligation, terminate this agreement.

In full acknowledgment of the above stated terms, I/We hereby render our legal signature(s) in full acceptance of this agreement for a period of time from April 1st, 2020 until completion of the softball season.

Dated: _____, 2020

Pittsford Recreation Representative

 Address

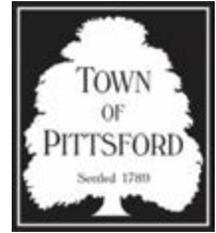
 City State ZIP

 Phone

SORA Association Representative

Acceptance Date: _____

MEMORANDUM

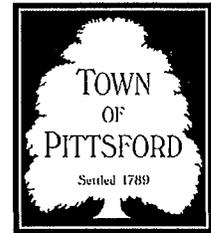


To: William A. Smith and Pittsford Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: January 28, 2020
Regarding: 2020 Community Events Schedule
For Meeting On: February 4, 2020

The Recreation Department is excited to offer another great year of events for the Pittsford Community! The schedule below outlines our community events schedule for 2020.

Paddle and Pour Art and Music Festival	Saturday, May 23, 12-10PM
Memorial Day Parade and Ceremony	Monday, May 25 at 10:00AM
Concert – Pittsford Sutherland Jazz Ensemble	Friday, June 12 at 6:30PM
Concert – Mud Creek	Friday, June 19 at 6:30PM
Concert – John Dady and John Michael Ryan	Friday, June 26 at 6:30PM
Concerts for Kids – Topher Holt	Wednesday, July 8 at 6:30PM
Concert – Jumbo Shrimp	Friday, July 10 at 6:30PM
Family Outdoor Movie – Frozen II	Thursday, July 16 at Dark
Concert – Up2Somethin (Duck Drop)	Friday, July 17 at 6:30PM
Concert – Rochester Metropolitan Jazz Orchestra	Friday, July 24 at 6:30PM
Family Outdoor Movie – Aladdin	Thursday, July 30 at Dark
Concert – Steve Grills and the Roadmasters (Car Show)	Friday, July 31 at 6:30PM
Concerts for Kids – Mr. Loops	Wednesday, August 5 at 6:30PM
Concert – Alfred St. John’s Trinidad and Tobago Steelband	Friday, August 7 at 6:30PM
Family Outdoor Movie – Toy Story 4	Thursday, August 13 at Dark
Concert – Pittsford Fire Department Band	Friday, August 14 at 6:30PM
Women’s Vote Centennial	August TBD
Concert – Mr. Mustard	Friday, August 21 at 6:30PM
Concert – Smugtown Stompers	Friday, August 28 at 6:30PM
Main Street Food Truck and Music Fest	Saturday, September 12, 12-9PM
Family Halloween Fest	Sunday, October 18, 2-5PM at SJFC
Veteran’s Day Ceremony	November 11 at 11:00AM

MEMORANDUM



To: William A. Smith and Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: January 27, 2020
Regarding: 2020 Community Events - Band Contracts
For Meeting On: February 4, 2020

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 23, 2020, 12:00pm-10:00pm

Band Name	Cost	Time of Performance
Tradewind Band	\$350	12:00-1:30pm
Grove Street Band	\$400	2:00-3:30pm
Tobey Village House Band	\$400	4:00-5:30pm
The Swooners	\$1,200	6:00-7:30pm
Skycoasters	\$1,800	8:00-10:00pm

Memorial Day Parade

Monday, May 25, 2020, 10:00am

Band Name	Cost
Prime Time Brass	\$1,500
East Ridge High School	\$1,500
Towpath Volunteer Fife and Drum Corps	\$900
Gates Keystone Club Police Pipes and Drums	\$750
Pittsford Fire Department Band	\$0

Summer Concert Series

Fridays, 6:30pm-8:00pm

Date	Band Name	Cost
06/12/20	Pittsford Sutherland Jazz Band & Ensemble	\$0
06/19/20	Mud Creek	\$600
06/26/20	John Dady and John Michael Ryan	\$800
07/10/20	Jumbo Shrimp	\$900
07/17/20	Up 2 Somethin (PYS Duck Drop)	\$1,000
07/24/20	Rochester Metropolitan Jazz Orchestra	\$500
07/31/20	Steve Grills and the Roadmasters	\$850
08/07/20	Alfred St. John Trinidad & Tobago Steel Drum Band	\$800
08/14/20	Pittsford Fire Department Band	\$500
08/21/20	Mr. Mustard	\$800
08/28/20	Smugtown Stompers	\$800

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

Date	Band Name	Cost
07/08/20	Topher Holt	\$500
08/05/20	Mr. Loops	\$500

Main Street Food Truck and Music Fest
Saturday, September 12, 2020, 12:00pm-9:00pm

Band Name	Cost	Time of Performance
Teagan and Lou	\$500	12:30-2:00pm
Old Main	\$1,200	2:30-4:00pm
David Miller and the Other Sinners	\$1,200	4:30-6:30pm
Prime Time Funk	\$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
Tradewind Band

Entertainment Terms of Operation: Vendor agrees to provide musical entertainment for Paddle & Pour sponsored by the Town of Pittsford located at 21 Schoen Place.

Saturday May 23, 2020. 12:00-1:30pm.

Fee: The Town shall pay to the Vendor \$350 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 *10:00pm 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 _____
Mike Nolan
Tradewind Band

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

PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2020 TO:

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

Memorial Day Parade Bands Agreement

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 25, 2020 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, 2020 IN THE ENCLOSED ENVELOPE TO:

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

Summer Concert Bands Agreement

Pittsford Fire Department Band

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:

8/14/2020 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 **\$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 _____
Cindy Lau
Pittsford Fire Department Band

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

**PLEASE RETURN THIS SIGNED AGREEMENT BY APRIL 1, 2020
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

Teagan and Lou

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 12, 2020. 12:30-2:00pm.

Fee: The Town shall pay to the Vendor \$500 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.

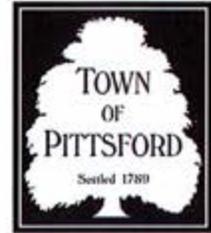
Vendor Signature _____ Date _____
Lou Giglio
Teagan and Lou

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

PLEASE RETURN THIS SIGNED AGREEMENT BY April 1, 2020 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: January 28, 2020
Regarding: 2020 Community Events-Infrastructure
For Meeting On: February 4, 2020

Ladies and Gentlemen:

In planning for the upcoming 2020 special events season, the Recreation Department has requested and received quotes from a number of vendors. The Recreation Department - with direction from the Special Events Committee - asks that you review the following:

- Audio Images, Inc. - Provides sound and lighting for community festivals, as well as Stageline SL100 mobile stage for the Pittsford Food Truck and Music Fest for a price not to exceed \$5,500.
- McCarthy Tents & Events - Provides tents, tables, table covers and chairs for community festivals for a price not to exceed \$17,650.
- STS Security and Event Management - Provides security for Paddle & Pour, the Pittsford Regatta, Pittsford Food Truck and Music Fest, and Family Outdoor Movies for a rate of \$23.00 per hour for NYS Certified Security Supervisors and \$20.00 per hour for NYS Certified Security Officers.
- Hammerl Amusements – Provides 4 amusement rides for Pittsford Food Truck and Music Fest for a price not to exceed \$8,200.
- ZuperBounce, LLC – Provides inflatable movie screen, sound system and staff for Family Outdoor Movies held on July 16, July 30 & August 13 at Sutherland High School for a price not to exceed \$2,700.
- O'Brien Septic – Vendor will provide portable restroom facilities for all 2020 Town of Pittsford events. The unit fee is \$75 per standard portable toilet, and \$150 per handicap portable toilet. These fees includes drop-off and pick-up, no contract is required.

The Town of Pittsford will obtain the appropriate documentation from vendors, including proof of insurance as appropriate. Vendor payment amounts will be based on final orders and will be within the Recreation Department's 2020 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, subject to the review and approval of the Town Attorney, 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 2020 community events.

- Audio Images, Inc. for a fee not to exceed \$5,500
- McCarthy Tents & Events for a fee not to exceed \$17,650
- STS Security and Event Management for a fee not to exceed for a rate of \$23.00 per hour for NYS Certified Security Supervisors and \$20.00 per hour for NYS Certified Security Officers.
- Hammerl Amusements for a fee not to exceed \$8,200
- ZuperBounce, LLC for a fee not to exceed \$2,700



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: 20-0081



20-0081

Pittsford Paddle & Pour 2020

Client Town Of Pittsford 35 Lincoln Avenue Pittsford, New York 14534 US Phone: 585-248-6280	Venue / Site TBD
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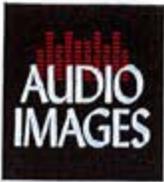
Account Manager Sebastian Marino	Shipping Method N/A	Customer PO	Warehouse Batavia	This quote is valid until
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Ship Date 5/23/2020 8:00 AM	Load In	Show Start	Show End	Load Out	Return Date 5/23/2020 11:30 PM
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Terms Day of show	Tax Rule Tax Exempt	Discount	Deposit \$0.00	Deposit Due Date 5/23/2020
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Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Note		Client to Provide Power..within 10 feet of stage.					
Package Price							
Rental Tax	1	Audio Package Price		1	Day Rate	1,500.00	1,500.00
						Package Price Total:	\$1,500.00
Audio							
Rental Tax	1	Yorkville Paraline System 4x4 (Ground Stack)		1	Day Rate	0.00	0.00
Rental Tax	4	Yorkville Paraline PSA1		1		0.00	0.00
Rental Tax	4	Yorkville Paraline PSA2S		1		0.00	0.00
Rental Tax	2	PSA2S Dolly		1		0.00	0.00
Rental Tax	2	Yorkville Paraline PSA1 Speaker Pole		1		0.00	0.00
Rental Tax	1	Yorkville PSA Cable Kit		1		0.00	0.00
Rental Tax	7	Yorkville NX55P		1	Day Rate	0.00	0.00
Rental Tax	7	IEC Power Cable		1		0.00	0.00
Rental Tax	3	Spectrum NX55P Case		1	Day Rate	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	8 channel XLR Fan-Fan - 75ft (Green)		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	Cable Ramp Kit - Guard Dog	Contains 14 cable ramp sections	1	Day Rate	0.00	0.00
Rental Tax	1	Small 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	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	8 Circuit, 16 outlet Distro - 100ft		1	Day Rate	0.00	0.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental Tax	1	4x4 LED Tree Package	2 US Led 4-Bars, 2 DS LED 4-Bars	1	Day Rate	0.00	0.00
Rental Tax	4	4-Bar LED IP65		1		0.00	0.00
Rental Tax	16	Trim Par 9VIP		1		0.00	0.00
Rental Tax	4	IP65 DMX Input - Male XLR - 10ft		1		0.00	0.00
Rental Tax	4	IP65 DMX Output - Female XLR - 10ft		1		0.00	0.00
Rental Tax	4	IP65 DMX Jumper - 10ft		1		0.00	0.00
Rental Tax	4	IP65 Power Male Edison - 10ft		1		0.00	0.00
Rental Tax	4	IP65 Power Jumper - 10ft		1		0.00	0.00
Rental Tax	4	Ultimate Stand [Black]		1		0.00	0.00
Rental Tax	2	Edison Power Cable 12awg [Black] - 50ft (Blue)		1		0.00	0.00
Rental Tax	2	Lighting Stage Stringer(Red Recep) - 25Ft		1		0.00	0.00
Rental Tax	4	XLR cable - 50ft (Blue)		1		0.00	0.00
Rental Tax	1	XLR cable - 100ft (White)		1		0.00	0.00
Rental Tax	1	4-Bar LED Case		1		0.00	0.00
Rental Tax	1	American DJ Stage Setter 8		1		0.00	0.00
Rental Tax	1	American DJ Stage Setter 8 - Power Cable		1		0.00	0.00
Rental Tax	1	ADJ Stage Setter 8 Case		1		0.00	0.00
Transportation							
Rental Tax	1	24ft Box Truck		1	Day Rate	0.00	0.00
						Transportation Total:	\$0.00
Labor							
Labor	1	FOH Engineer	Load In, Show, Load Out	1	Day Rate	0.00	0.00
Labor	1	Stage Technician	5/23/2020 8:00 AM - 11:30 PM	1	Day Rate	0.00	0.00
						Labor Total:	\$0.00
						Subtotal:	\$1,500.00
						Sales Tax:	\$0.00
						Discount:	\$0.00
						Delivery and Pickup:	\$0.00
						Total:	\$1,500.00
						Total Applied Payments:	\$0.00
						Balance Due:	\$1,500.00



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

Quote Number	20-0081
Name	Pittsford Paddle & Pour 2020
Account Manager	Sebastian Marino
Quote Date	12/4/2019

Client
Town Of Pittsford 35 Lincoln Avenue Pittsford, New York 14534 US Phone: 585-248-6280

Venue / Site
TBD

Ship Date	Return Date	Status	Terms	Total
5/23/2020 8:00 AM	5/23/2020 11:30 PM	Tentative	Day of show	\$1,500.00

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
1/27/20

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.

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



3353 BRIGHTON HENRIETTA TOWNLINE
 ROCHESTER, NY 14623
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Reservation

Contract #: 29304-1

Event Beg: Sat 9/12/2020 9:00AM

Event End: Sat 9/12/2020 10:00PM

Operator: John Langkopf

Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

585-248-6281 Phone

35 LINCOLN AVE

Job Descr: FOOD TRUCK FEST 2020

PITTSFORD, NY 14534

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Sat 9/12/2020 9:00AM

Pickup Sat 9/12/2020 9:00PM

ALISON BURCHETT 585-248-6287

ALISON BURCHETT 585-248-6287

MAIN ST

MAIN ST

PITTSFORD, NY 14534

PITTSFORD, NY 14534

TRUCK CAN ENTER THE EVENT SITE FROM LOCUST ST
 TENT MUST BE UP AND READY TO GO NO LATER THAN 11AM

Qty	Items Rented	Each	Price
1	20'X60' HIGH PEAK TRACKED FRAME WHAT SURFACE IS THE TENT GOING ON?: PAVEMENT	\$650.00	\$650.00
1200	TENT SECURING, CONCRETE/SQ FT	\$0.25	\$300.00
1200	CONCRETE WEIGHT COVER/SQ FT	\$0.08	\$96.00
160	BISTRO LIGHTING, PER. FT. SETUP AS PERIMETER STYLE LIGHTING	\$0.85	\$136.00
1	DIMMER SWITCH 1000 WATT MAX LOAD	\$25.00	\$25.00
1	EXTENSION CORD, LIGHTING	\$5.00	\$5.00
8	GLOBE LANTERNS, YELLOW PAPER IRR COLOR TBD BY ALISON	\$15.00	\$120.00
1	EXTENSION CORD, LIGHTING	\$5.00	\$5.00
25	48" ROUND TABLE SETUP OF TABLES NOT INCLUDED	\$9.95	\$248.75
15	COCKTAIL TABLE, 30"X42" HIGH, ROUND	\$10.50	\$157.50
40	6' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$9.50	\$380.00
300	WHITE FOLDING CHAIR SETUP AND TAKEDOWN OF CHAIRS IS OPTIONAL & IS LISTED AS A SEPARATE LINE ITEM	\$1.75	\$525.00
25	KWIK COVER, 48" ROUND, WHITE	\$4.25	\$106.25
15	KWIK COVER, 30" ROUND, WHITE	\$4.25	\$63.75
1	DELIVERY, 14534	\$100.00	\$100.00

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. *AP 1/22/2020*

Rental Contract

*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 UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT BY MT&E. Lessee authorizes additional charges to be made to his account and payment by method used at the time of reservation.
 *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 7 days of the event AND A 25% FEE within 30 days of the event.
 *FINAL COUNTS are due 10 days prior to event. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
 *ALL DEPOSITS ARE NON REFUNDABLE! 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:	\$2,648.25
Sales:	\$170.00
Delivery Charge:	\$100.00
Subtotal:	\$2,918.25
Total:	\$2,918.25
Paid:	\$0.00
Amount Due:	\$2,918.25

Signature: _____

TOWN OF PITTSFORD



3353 BRIGHTON HENRIETTA TOWNLIN
 ROCHESTER, NY 14623
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Quote

Quote #: q25371-1

Event Beg: Sat 8/ 1/2020 9:00AM
 Event End: Sat 8/ 1/2020 11:59PM
 Operator: John Langkopf
 Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

585-248-6281 Phone

35 LINCOLN AVE

Job Descr: 2020 CAR SHOW - SETUP DONE BY 5PM

PITTSFORD, NY 14534

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Fri 7/31/2020 9:00AM - 3:00PM

Pickup Sun 8/ 2/2020 8:00AM - 8:00PM

35 LINCOLN AVE
PITTSFORD, NY 1453435 LINCOLNAVE
PITTSFORD, NY 14534

PARKING LOT BEHIND 8 STATE STREET - LOT WILL BE PARTIALLY CLOSED

DIG SAFE - TENT LOCATION?: NOT NEEDED - CONCRETE

Qty	Items Rented	Each	Price
1	20'X30' HIGH PEAK TRACK FRAME WHAT SURFACE IS THE TENT GOING ON?: ASPHALT	\$425.00	\$425.00
600	TENT SECURING, CONCRETE/SQ FT	\$0.30	\$180.00
600	CONCRETE WEIGHT COVER/SQ FT	\$0.08	\$48.00
5	48" ROUND TABLE SETUP OF TABLES NOT INCLUDED	\$9.95	\$49.75
40	WHITE FOLDING CHAIR SETUP AND TAKEDOWN OF CHAIRS IS OPTIONAL & IS LISTED AS A SEPARATE LINE ITEM	\$1.75	\$70.00
2	8' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$9.95	\$19.90
10	WHITE PICKET EVENT FENCE, 10' SECTION	\$58.25	\$582.50
5	KWK COVER, 48" ROUND, WHITE	\$4.25	\$21.25
1	DELIVERY, 14534	\$60.00	\$60.00

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. CB 1/22/2020

Quote

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 *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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Rental:	\$1,375.15
Sales:	\$21.25
Delivery Charge:	\$60.00
Subtotal:	\$1,456.40
Total:	\$1,456.40
Paid:	\$0.00
Amount Due:	\$1,456.40

Signature: _____

TOWN OF PITTSFORD



3353 BRIGHTON HENRIETTA TOWNLINE
 ROCHESTER, NY 14623
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Reservation

Contract #: 29496-1

Event Beg: Sat 5/23/2020 9:00AM

Event End: Sat 5/23/2020 11:59PM

Operator: John Langkopf

Terms: NET30

TOWN OF PITTSFORD

585-248-6281 Phone

35 LINCOLN AVE
 PITTSFORD, NY 14534

Customer #: 2937

Job Descr: 2020 PADDLE & POUR

Ordered By: ALISON BURCHETT 585-248-6287

Delivery Fri 5/22/2020 3:00PM

Pickup Sun 5/24/2020 10:30PM

SCHOEN PLACE
 35 SCHOEN PL
 PITTSFORD, NY 14534

SCHOEN PLACE
 35 SCHOEN PL
 PITTSFORD, NY 14534

Qty	Items Rented	Each	Price
TASTING TENT			
1	40'X60' WHITE, WIND-RATED FRAME	\$2,175.00	\$2,175.00
2400	TENT SECURING, CONCRETE/SQ FT	\$0.25	\$600.00
2400	CONCRETE WEIGHT COVER/SQ FT	\$0.08	\$192.00
10	8'X20' CAFE SIDEWALL, JT	\$55.00	\$550.00
300	BISTRO LIGHTING, PER. FT.	\$2.00	\$600.00
3	GRAPEVINE SPHERES, 14"	\$50.00	\$150.00
3	GRAPEVINE SPHERES, 20"	\$50.00	\$150.00
ARTISAN MARKET PLACE			
1	40'X40' POLE TENT, FESTIVAL	\$735.00	\$735.00
6	8'X20' WINDOW SIDEWALL	\$30.00	\$180.00
200	BISTRO LIGHTING, PER. FT.	\$2.00	\$400.00
5	GLOBE LANTERNS, WHITE PAPER LIT - OTHER COLORS AVAILABLE	\$15.00	\$75.00
STAGE			
1	20'X20' HIGH PEAK TRACK FRAME	\$375.00	\$375.00
400	TENT SECURING, CONCRETE/SQ FT	\$0.30	\$120.00
400	CONCRETE WEIGHT COVER/SQ FT	\$0.08	\$32.00
3	8'X20' SOLID SIDEWALL	\$25.00	\$75.00
8	BLACK, 10'X1' SKIRT	\$10.00	\$80.00
1	20'X20'X1' STAGE, STAGING CONCEPTS	\$874.38	\$874.38
1	8'X8'X1' STAGE, STAGING CONCEPTS DRUM RISER	\$139.90	\$139.90
MISC OTHER RENTALS			
30	48" ROUND TABLE SETUP OF TABLES NOT INCLUDED	\$9.95	\$298.50
18	COCKTAIL TABLE, 30"X42" HIGH, ROUND	\$10.50	\$189.00
15	8' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$9.95	\$149.25
35	6' BANQUET TABLE SETUP OF TABLES NOT INCLUDED	\$9.50	\$332.50
300	WHITE FOLDING CHAIR SETUP AND TAKEDOWN OF CHAIRS IS OPTIONAL & IS LISTED AS A SEPARATE LINE ITEM	\$1.75	\$525.00
15	WHITE, 72"X120"	\$9.95	\$149.25
10	WHITE, 90"X132"	\$24.95	\$249.50
56	WHITE PICKET EVENT FENCE, 10' SECTION	\$58.25	\$3,262.00
30	KWIK COVER, 48" ROUND, WHITE	\$4.25	\$127.50
18	KWIK COVER, 30" ROUND, WHITE	\$4.25	\$76.50
10	EXTENSION CORD, 50' BLACK	\$0.00	\$0.00
1	8'X4'X1' STAGE, STAGING CONCEPTS ADDITIONAL STAGE DECK THAT GOES OUTSIDE OF THE BAND STAGE	\$69.95	\$69.95
1	DELIVERY, 14534	\$300.00	\$300.00

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE IN NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. *AB 11/22/2020*

Rental Contract

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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:	\$12,728.23
Damage Waiver:	\$39.88
Sales:	\$204.00
Delivery Charge:	\$300.00
Subtotal:	\$13,272.11
Total:	\$13,272.11
Paid:	\$0.00
Amount Due:	\$13,272.11

Signature: _____
TOWN OF PITTSFORD



Safe. Trusted. Secure.

STS SECURITY & EVENT MANAGEMENT

Professional Watch Guard, Patrol & Security Services

INDEPENDENT SECURITY SERVICES CONTRACT

THIS AGREEMENT executed on this _____ day of _____, 2020, by and between the Town of Pittsford (hereinafter "The Town"), located in the State of New York, County of Monroe and STS Security & Event Management (hereinafter "STS") located in the State of New York, County of Monroe, City of Rochester.

WHEREAS, STS is fully aware of the security & traffic needs of the areas being operated by The Town for the Paddle & Pour, Pittsford Regatta, Pittsford Family Movie Night and the Pittsford Food Truck and Music Fest (hereinafter "The Events"), located at various locations throughout the Town of Pittsford, New York, and is familiar with The Events, the property and its surrounding areas. STS will provide the highest quality services available to The Town, so as to

ensure that the properties 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 Town hires STS, and STS agrees to work for The Town under the terms and conditions hereby agreed upon by the parties.

SECTION ONE - WORK WILL BE PERFORMED:

1.1 Term: The Town agrees to hire STS, to perform the services and work as stated in section 1.3 of this agreement for the 2020 Paddle and Pour, Pittsford Regatta, Pittsford Family Movie Nights and the Pittsford Food Truck and Music Fest.

1.2 Duties: STS agrees to perform work for The Town on the terms and conditions set forth in section 1.3 of this agreement for the 2020 Paddle and Pour, Pittsford Regatta, Pittsford Family Movie Nights and the Pittsford Food Truck and Music Fest.

Schedule A-1: STS agrees to schedule all staff members based on the 2016 Bid for Services and Schedule A-3, included in this contract, which outlines the maximum number of hours that are to be scheduled per event, without prior authorization from The Town. In the event that The Town may elect 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. These staffing numbers are subject to change at the discretion of The Town, with a minimum of 36 hours notice.

SERVICES TO BE PERFORMED:

1.3 STS will utilize NYS registered security officers wearing an appropriate and visible uniform to provide the following services to The Town:

- Officers will monitor traffic flow on all established public highways utilized by The Town during The Events to ensure that traffic runs smoothly before, during and after The Events.

- Officers will monitor all crosswalks utilized by The Town 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 Town'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 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 in order to be visible and noticeable at all times while on duty.
- Officers will be equipped with highly visible flashlights, traffic vests and lighted traffic wands 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 they have 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 Town.

SECTION TWO: COMPENSATION

Schedule A-2

Rates per Employee Class:

- NYS Certified Security Supervisor: \$ 23.00/hour
- NYS Certified Security Officer: \$ 20.00/hour

- 2.1 In consideration of all services to be rendered by STS to The Town, The Town shall pay STS the rates specified in schedule A-2 of this agreement.
- 2.2 All hours worked by STS staff will be billed to the town in fifteen (15) minute increments.
- 2.3 All events require a minimum of four (4) hours compensation, per officer assigned to work The Events.
- 2.4 These rates will not increase during the term of this agreement unless mandated by law.
- 2.5 The Town shall pay STS within thirty (30) 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.

SECTION THREE: INSURANCE

- 3.1 Prior to providing the services described in this agreement, STS will deliver to The Town, 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 Town'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 Town, 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 Town.

- 3.2 STS agrees to indemnify The Town 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 Town 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 southerntiersecurity@hotmail.com
- 4.2 STS can terminate this agreement for non-payment providing a fifteen (15) day written notice to The Town.
- 4.3 In the event that The Town decides to cancel one of The Events due to inclement weather or other circumstances The Town will make every effort possible to notify STS of the cancellation as early as possible. STS agrees that there will be no charge for the service on the date of cancellation as long as STS has been notified of said cancellation more than four hours prior to the scheduled report time of the STS Officers. The Town agrees to pay STS a fee of two (2) hours per staff member scheduled to work should a cancellation be made and STS is notified less than four hours prior to the scheduled report time for STS officers on the specific date being cancelled. Should the event be cancelled at any time after the Officers have reported for duty then STS will charge The Town the four (4) hour minimum per staff member, as previously stated in section 2.3 of this contract.
- 4.4 STS will only guarantee additional requests for staffing received more than five (5) business days before The Events.

- 4.5 All personnel provided by STS shall be employees of STS, it being agreed that there shall be no employment relationship between The Town and STS, or any of its employees. The relationship between The Town and STS shall be that of 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 Town shall have no responsibility.
- 4.6 STS will be the sole security & traffic service provider at said location for The Events 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 or Monroe County Sheriff's Office) recognized to perform Special Event duties, Town of Pittsford Security Officers and Pittsford Central School District Security Officers. There is no relationship between the stated agencies and STS.
- 4.7 STS agrees to comply with the New York State Security Guard Act and shall be in compliance with all Local, State and Federal Laws
- 4.8 STS employees will only perform security functions as mentioned in this agreement, and such other related functions as are inferable from nature of this agreement.
- 4.9 This agreement shall be governed by and shall be construed in accordance with the laws of the State of New York.
- 4.10 All notices or changes to this agreement shall be made in writing and if by STS to The Town, made to the attention of Jessie Hollenbeck, Recreation Director, Town of Pittsford, (585) 248-6284, 35 Lincoln Ave, Pittsford, NY 14534,
Jhollenbeck@townofpittsford.org
- 4.11 STS is an independent contractor and is not an employee of The Town.
- 4.12 ~~The terms set forth in the agreement are confidential.~~^{AB} Should a clause contained herein found to be unenforceable, all other clauses remain binding as they are.

AGREED UPON on the _____ day of _____, 2020

The Town Representative

Notary Public

STS Representative

Notary Public

Schedule A-3

Paddle & Pour, Pittsford Regatta: Schoen Place, Erie Canal walkways

- Saturday, May 23, 2020
- Sunday, May 24, 2020

Pittsford Family Movie Nights: Pittsford Sutherland High School (Ordiway Stadium)

- Thursday, July 16, 2020
- Thursday, July 30, 2020
- Thursday, August 13, 2020

Pittsford Food Truck Rodeo & Music Fest: Main Street & surrounding areas

- Saturday, September 12, 2020

Pittsford Food Truck and Music Fest

Vendor Agreement

Hammerl Amusements

Vendor Terms of Operation: Vendor agrees to provide three amusement rides for the Pittsford Food Truck and Music Fest sponsored by the Town of Pittsford located on South Main St. in the village of Pittsford.

Pittsford Food Truck and Music Fest - September 12, 2020 - 12-9PM (event hours)

Fee: The Town shall pay to the Vendor \$8,200.00. Such fee shall be paid within 15 business days after the event.

Equipment: Vendor shall furnish and install any and all equipment for the event. This includes all necessary electrical equipment to power the rides along with any additional equipment that is required for set up. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall provide the following:

September 12, 2020 - 12-9PM

1. Merry Go Round
2. Spinning Teacups
3. Rockin Tug
4. Inflatable Slide

Setup: Vendor setup time will begin at 5:00PM on Friday, September 11. All set up and inspections must be complete no later than 11:30AM on the date of the event. Vendor vehicles and trailers must be removed from the festival site by 11:30AM and parked in the designated Vendor parking area. Vendor shall remove all equipment and other property from the area immediately following the completion of the event 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. Vendors are not permitted to breakdown rides until the completion of the event and the area is clear of all attendees.

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.

Vendor is required to provide proof of general liability insurance listing the Town of Pittsford as additional insured.

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, with no obligation whatsoever to the Vendor.

In the event that the Town terminates the agreement for any reason other than a breach by Vendor, the Town shall pay a 20% cancellation fee for any termination occurring 24 hours or more in advance of the event or the full balance if the termination occurs within 24 hours of the event.

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 _____
Lynn Ritchie
Hammerl Amusements

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

PLEASE RETURN THIS SIGNED AGREEMENT BY April 1, 2020 TO:

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

ZUPERBOUNCE, LLC

CONTRACT

We're better than super...we're ZUPER!

BILL TO
Kate Disbrow
Town of Pittsford
11 South Main St.
Pittsford, NY 14534
Phone 315-521-2526
kdisbrow@townofpittsford.org

DELIVER TO
Alison Burchett
Pittsford High School - GRASS
55 Sutherland St.
Pittsford, NY 14534
Phone 585-364-6287 - CELL
aburchett@townofpittsford.org

The following contract
number must appear on all
related correspondence:

CONTRACT NUMBER
1496

CONTRACT DATE	SALESPERSON	TIME FRAME	INVOICE #	PAYMENT TERMS
7/16/2020	Stacey Stratton	Dusk-end of movie	2020-007	Net 30

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	30' Movie Setup (Frozen 2)	\$900	\$900

*Kate is the contact for the movie.

SUBTOTAL \$900

SALES TAX \$0

TOTAL \$900

Additional Notes:

Client to provide movie.

ADDENDUM TO CONTRACT

Technical needs listed below must be provided for ZuperBounce, LLC for your event. Please contact ZuperBounce, LLC at 585-752-9873 at least 7 days prior to your event should you need assistance meeting the technical needs.

POWER

- 3 Dedicated, separate 20-amp circuits within 50 feet of the item. NOTE THAT CIRCUITS ARE NOT THE SAME AS OUTLETS

OTHER

- 2 6'-8' Tables
- 2 Chairs
- Logo
- X Misc. - MOVIE

VOLUNTEERS

- Load in and Load out
- During event time frame

MISC

- ZuperBounce, LLC uses industrial stakes to secure inflatables. It is the client's responsibility to mark areas of underground utilities. ZuperBounce, LLC is not liable for damage to underground utilities which are unmarked or unseen.
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- It is the client's responsibility to ensure that rented items fit into designated space. Dimensions will be provided on invoice provided with contract.
- Waivers must be signed by all participants on site prior to riding any mechanical.
- All inflatables require the removal of sharp objects, earrings, cell phones, and keys. All participants must wear socks on slides. If any participant doesn't follow safety guidelines, ZuperBounce, LLC reserves the right to bar participant from event.
- In the case of rain, wind, or inclement weather, ZuperBounce, LLC reserves the right to shut down any item at any time. Refunds or credits will not be provided.

GRATUITIES

- Gratuities are optional and should be paid directly to or in the performer's name.

TERMS AND CONDITIONS

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When a Client withdraws its commitment prior to a performance—for reasons other than weather conditions, ZuperBounce, LLC has lost the opportunity to resell a customer into the same date/time period. Under these conditions, ZuperBounce, LLC does not offer refunds or credits or any reason whatsoever. If weather causes a cancellation, the client must adhere to the inclement weather cancellation policy which requires a rescheduled performance within a 365 day period of time from the original performance. Please see inclement weather cancellation policy for additional details.

If Client cancels a reservation for performance for any of the reasons below, **NO CREDITS OR REFUNDS ARE GIVEN AND CLIENT IS REQUIRED TO PAY AMOUNT DUE IN FULL:**

- Due to a change of mind for any reason whatsoever (including security concerns)
 - Due to failure to acquire sponsorship or loss of sponsorship
 - Due to loss of venue
 - Or for any other reason (excluding inclement weather)

1. ZuperBounce, LLC shall have no obligation for furnishing or providing any other duties or equipment or utility costs. ZuperBounce, LLC shall devote sufficient time and effort to the delivery of services to Client. It is understood between the parties that ZuperBounce, LLC may engage in other employment or activities and is not expected to devote full time to the duties undertaken by the engagement on the accompanying invoice.

2. All production and operational decisions regarding the contracted equipment and/or services to be provided by ZuperBounce, LLC hereunder shall be within the sole discretion of ZuperBounces' personnel. All equipment provided by the ZuperBounce, LLC shall be used solely for the purposes of the contracted item(s) and shall remain its sole property, and under its sole control.

3. Client agrees it shall apply for, obtain and provide for the benefit of ZuperBounce, LLC all insurance certificates, permits, licenses, electric and construction permits, etc. as required under applicable local, state and federal law, at the premises upon which such performances will take place, at no cost to ZuperBounce, LLC.

4. Client agrees that it shall provide and be responsible for adequate security and lighting, at no cost to ZuperBounce, LLC from load-in to load-out.

5. ZuperBounce, LLC shall, at all times, be considered under the terms of this Agreement as an independent contractor and not as an employee nor agent of Client, and ZuperBounce shall not be responsible for any obligation of Client with regard to the parties whatsoever.

6. There shall be no reduction of the above contract price in the event of a cancellation or non-completion of the event in part or in whole whether from accident, strike, riot, act of God, or any cause whatsoever.

7. Payment terms are Net 30 days. Payments via check, credit card or cash will be accepted prior to and at events. If payment is not received within 30 days of event date, a 5% late fee will be assessed, and a new invoice re-issued. If payment is not received within 90 days of event date, the account will be sent to collections.

8. All terms of this Agreement shall be interpreted under the laws of the State of New York and Client agrees to pay all actual attorney fees in regard to collection of any unpaid balances.

9. All terms of the Agreement between the parties are included herein and on this estimate and/or invoice and no additional terms shall be binding unless in writing and signed between the parties hereto. Neither party shall assign, subcontract, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties regarding the subject matter. No waiver of any provision in this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement. Client acknowledges that before signing below, Client has read all provisions of this Agreement and the estimate and/or invoice, and that Client understands the provisions fully and has received a copy of this Agreement.

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- Outcome - Client will not be charged & customer will be required to reschedule within 365 days from original event date (this can happen multiple times).
- Note – Client must contact ZuperBounce (585-752-9873) **24-hours** prior to event start time to avoid additional charges.

2: EVENT CANCELLED AFTER TRANSPORTATION BUT PRIOR TO SETUP

- Situation - Scheduled event is cancelled due to existing or anticipated inclement weather after ZuperBounce, LLC has transported equipment but prior to set up and operation.
- Outcome - Client will be charged a \$250 transportation expense if event location is within 100 miles of ZuperBounce, LLC or a \$500 transportation expense if event location exceeds 100 miles of ZuperBounce, LLC. Client will be required to use the remainder of their Payment either toward a reschedule or another service.
- Note – Client must advise ZuperBounce (585-752-9873) **2.0-hours** prior to event start time to avoid additional charges.

3: EVENT CANCELLED AFTER TRANSPORTATION & SETUP

- Situation - Scheduled event is cancelled due to existing or anticipated inclement weather after ZuperBounce, LLC has transported and set up the equipment.
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ZuperBounce, LLC operates under a SAFETY 1st rule. We put the safety of our customer, our staff and equipment before the financial incentive of our operation. While it is intended to be an open communication process between ZuperBounce & our customer, we retain the right to cancel any event in situations that present potentially dangerous activity from occurring.

Client/Title	Date
--------------	------

Stacey Stratton / VP of Operations	Date
------------------------------------	------

SEND ALL PAYMENTS AND CORRESPONDENCES TO
 ZuperBounce, LLC
 3900 Buffalo Rd.
 Rochester, NY 14624
 Phone: 585-752-9873
info@zupereventz.com



Website: www.zupereventz.com

Like us on Facebook: www.Facebook.com/ZuperEventz



ZuperBounce, LLC
3900 Buffalo Road
Rochester, NY 14624
(585)752-9873
info@zupereventz.com
www.ZupereventZ.com

Invoice 2020-007

BILL TO

Town of Pittsford
11 South Main Street
Pittsford, NY 14534

DATE
01/09/2020

PLEASE PAY
\$900.00

DUE DATE
07/16/2020

START TIME

Dusk

END TIME

End of Movie

DATE	DESCRIPTION	AMOUNT
07/16/2020	30 foot Movie System * Includes delivery, setup, cleanup & staff * Requires 3-15/20 Amp Dedicated circuits * Requires 50' D x 50' W x 30' H (space) * Requires Grass Staking, 1 @ \$900.00	900.00

The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

TOTAL DUE **\$900.00**

THANK YOU.

ZUPERBOUNCE, LLC

CONTRACT

We're better than super...we're ZUPER!

BILL TO
Alison Burchett
Town of Pittsford
11 South Main St.
Pittsford, NY 14534
Phone 585-248-6287
aburchett@townofpittsford.org

DELIVER TO
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Pittsford High School - GRASS
55 Sutherland St.
Pittsford, NY 14534
Phone 585-364-6287 - CELL
aburchett@townofpittsford.org

The following contract
number must appear on all
related correspondence:

CONTRACT NUMBER
1498

CONTRACT DATE	SALESPERSON	TIME FRAME	INVOICE #	PAYMENT TERMS
7/30/2010	Stacey Stratton	Dusk-end of movie	2020-009	Net 30

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	30' Movie Setup (Aladdin)	\$900	\$900

***Kate is the contact**

SUBTOTAL \$900

SALES TAX \$0

TOTAL \$900

Additional Notes:

Client to provide movie.

ADDENDUM TO CONTRACT

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POWER

- 3 Dedicated, separate 20-amp circuits within 50 feet of the item. NOTE THAT CIRCUITS ARE NOT THE SAME AS OUTLETS

OTHER

- 2 6'-8' Tables
- 2 Chairs
- Logo
- X Misc. - MOVIE

VOLUNTEERS

- Load in and Load out
- During event time frame

MISC

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- Note – Client must contact ZuperBounce (585-752-9873) **24-hours** prior to event start time to avoid additional charges.

2: EVENT CANCELLED AFTER TRANSPORTATION BUT PRIOR TO SETUP

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Client/Title Date

Stacey Stratton / VP of Operations Date

SEND ALL PAYMENTS AND CORRESPONDENCES TO
 ZuperBounce, LLC
 3900 Buffalo Rd.
 Rochester, NY 14624
 Phone: 585-752-9873
info@zupereventz.com



Website: www.zupereventz.com

Like us on Facebook: www.facebook.com/ZuperEventz



ZuperBounce, LLC
3900 Buffalo Road
Rochester, NY 14624
(585)752-9873
info@zupereventz.com
www.ZupereventZ.com

Invoice 2020-009

BILL TO

Town of Pittsford
11 South Main Street
Pittsford, NY 14534

DATE
01/09/2020

PLEASE PAY
\$900.00

DUE DATE
07/30/2020

START TIME

Dusk

END TIME

End of Movie

DATE	DESCRIPTION	AMOUNT
07/30/2020	30 foot Movie System * Includes delivery, setup, cleanup & staff * Requires 3-15/20 Amp Dedicated circuits * Requires 50' D x 50' W x 30' H (space) * Requires Grass Staking, 1 @ \$900.00	900.00

The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

TOTAL DUE **\$900.00**

THANK YOU.

ZUPERBOUNCE, LLC

CONTRACT

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Pittsford, NY 14534
Phone 585-248-6287
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55 Sutherland St.
Pittsford, NY 14534
Phone 585-364-6287 - CELL
aburchett@townofpittsford.org

The following contract
number must appear on all
related correspondence:

CONTRACT NUMBER
1500

CONTRACT DATE	SALESPERSON	TIME FRAME	INVOICE #	PAYMENT TERMS	
8/13/2010	Stacey Stratton	Dusk-end of movie	2020-011	Net 30	
QTY	DESCRIPTION	UNIT PRICE	AMOUNT		
1	30' Movie Setup (Toy Story 4)	\$900	\$900		

***Kate is the contact**

SUBTOTAL \$900

SALES TAX \$0

TOTAL \$900

Additional Notes:

Client to provide movie.

ADDENDUM TO CONTRACT

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OTHER

- 2 6'-8' Tables
- 2 Chairs
- Logo
- X Misc. - MOVIE

VOLUNTEERS

- Load in and Load out
- During event time frame

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Client/Title	Date
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Stacey Stratton / VP of Operations	Date
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 Phone: 585-752-9873
info@zupereventz.com



Website: www.zupereventz.com

Like us on Facebook: www.facebook.com/ZuperEventz



ZuperBounce, LLC
3900 Buffalo Road
Rochester, NY 14624
(585)752-9873
info@zupereventz.com
www.ZupereventZ.com

Invoice 2020-011

BILL TO

Town of Pittsford
11 South Main Street
Pittsford, NY 14534

DATE
01/09/2020

PLEASE PAY
\$900.00

DUE DATE
08/13/2020

START TIME

Dusk

END TIME

End of Movie

DATE	DESCRIPTION	AMOUNT
08/13/2020	30 foot Movie System * Includes delivery, setup, cleanup & staff * Requires 3-15/20 Amp Dedicated circuits * Requires 50' D x 50' W x 30' H (space) * Requires Grass Staking, 1 @ \$900.00	900.00

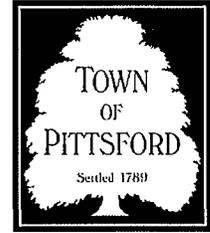
The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

TOTAL DUE

\$900.00

THANK YOU.

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: January 27, 2020

Regarding: 2020 Community Festivals - Temporary Access Licenses

For Meeting On: February 4, 2020

Ladies and Gentlemen:

Attached are sample temporary access licenses for the 2020 community festivals.

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

Activity and vendor space will be provided at several properties along Schoen Place and 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

DUPLICATE

Town of Pittsford Temporary Access License:

Owner's Name: Roger Powers

Property Address: 1.) RPS Printing 35 Schoen Place Pittsford, NY 14534
2.) Powers Farms LLC 91 Golf Ave Pittsford, NY 14534
3.) Schoen Place Assoc., LLC 25 Schoen Place Pittsford, NY 14534

The undersigned, as owner of real property known as RPS Printing located at, 35 Schoen Place, Powers Farms, LLC located at 91 Golf Avenue and Schoen Place Associates LLC located at 25 Schoen Place, 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 / green space of said property. Tent will be used for children's activities. Areas at RPS Printing will also be used for food & art vending and portable restroom units. Other items to be set up on the RPS Printing property include, but are not limited to, tables, chairs and trash receptacles. A designated area on the Powers Farm will be used for parking, which will be supervised and coordinated by Town representatives and/or contracted security guard(s). 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 22, 2020

Finish Time: 12:00pm Sunday, May 24, 2020

Actual Event Time: 12:00pm Saturday, May 23, 2020 - 10:00pm Saturday, May 23, 2020

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 RPS Screenprinting and Powers Farms, LLC and Schoen Place Associates, LLC 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

DUPLICATE

Town of Pittsford Temporary Access License:

Owner's Name: Philip R. Nothnagle Rev. Trust and Raymond A. Nothnagle

Property Address: 27-33 South Main Street
Pittsford, NY 14534

The undersigned, as owner of real property known as 27-33 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 rides and activities during the Town's community event – 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 – Food Truck and Music Fest:

Start Time: 5:00pm Friday, September 11, 2020

Finish Time: 12:00pm Sunday, September 13, 2020

Actual Event Time: 12:00pm Saturday, September 12 - 9:00pm Saturday, September 12, 2020

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 Philip R. Nothnagle Rev. Trust and Raymond A. Nothnagle as an additional insured under the Town's liability insurance policy with respect to the Food Truck and Music Fest.

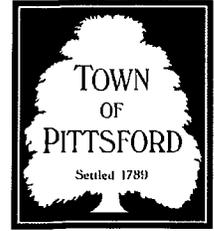
Owner

Date

Town of Pittsford Representative

Date

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: January 30, 2020

Regarding: Set Bid Date for Erie Canal Park and Preserve Elevated Boardwalk

For Meeting On: February 4, 2020

Ladies and Gentlemen:

Planning and permitting continues for the proposed Erie Canal Park and Preserve. As you may recall, construction of an elevated boardwalk is part of the scope of work. The boardwalk will span over the wetlands to accentuate the experience. Our consultants have been preparing plans and specifications. See the attached timeline for the bidding process. It is my intent to get the bidding process started as we concurrently work toward finalizing overall plans and approvals. We do not want to miss the opportunity to potentially get work scheduled with contractors before the spring season. The bid process will not obligate us to proceed should complications arise.

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

RESOLVED, the Town Board set a bid opening date for the Erie Canal Park and Preserve Elevated Boardwalk for March 3, 2020 at 11:00 a.m. in the Department of Public Works

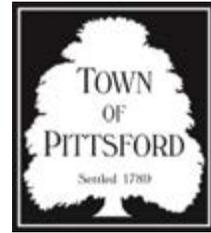
Timeline for:

2020 Erie Canal Park and Preserve Elevated Boardwalk Construction Bid

January 31, 2020	Bid Date Resolution Due for Town Board Agenda
February 4, 2020	Bid Date set at Town Board meeting
February 6, 2020	Legal Notice submittal to Linda Dillon for submittal to BP Post
February 13, 2020	Bid Notice appears in BP Post and Town website.
February 13, 2020	Vendor packages sent or available @ Town Hall
March 3, 2020	Bid opening date at Town Hall (Schedule Room)
March 3-6, 2020	Bid Review
March 13, 2020	Successful Bidder Resolution due
March 17, 2020	Town Board approves successful bidder
March 18, 2020	Notice to Proceed letter sent

Memorandum

To: Supervisor Smith, Town Board Members
From: Carolyn J Casey, Animal Control Officer
Date: January 28, 2020

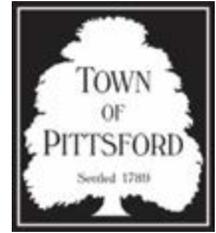


Regarding: Annual Rabies Clinic
For Meeting: February 4, 2020

A service Pittsford has provided to its residents for years, in partnership with the Monroe County Department of Health, is a free Rabies Vaccination Clinic. After consultation with the County, we propose to hold this year's Clinic on Thursday May 14, 2020 from 4:30 – 7:30 pm at the Town Highway Garage. The County's Department of Health will provide the vaccine and certificates of vaccination. Veterinarian Dr. Larry Silberg and a vet tech from Doorbell Vet will administer the vaccinations. The cost of the clinic to the Town will not exceed \$500.00.

RESOLVED, that the Town Board hereby approves expenditure of up to \$500.00 for a free Rabies Clinic to be held at the Town Highway Garage on Thursday May 14, 2020 from 4:30 pm to 7:30 pm.

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: January 28, 2020

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: February 4, 2020

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

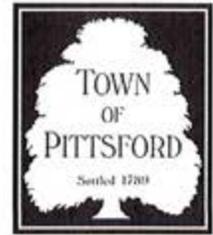
Name	Position	Reason for Change	Rate	Effective Date
Julia Schojan	Hwy-Laborer FT	Promo: Seasonal – Full time	\$17.63	02/03/2020

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

Name	Position	Reason for Change	Rate	Effective Date
Julia Schojan	Hwy-Laborer FT	Promo: Seasonal – Full time	\$17.63	02/03/2020

In the event the Town Board determines that the proposed action should be taken, I move that the subject employee be approved for the date of status change as indicated.

MEMORANDUM



To: William A. Smith and Pittsford Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: January 28, 2020
Regarding: GVRPS WNY Conference Attendance
For Meeting On: February 4, 2020

I would like to request that Alison Burchett, Sydney Mooney and I attend the Genesee Valley Recreation and Parks Society Western New York annual conference on Wednesday, February 26, 2020 at the College at Brockport State University of New York.

This conference will allow us to attend educational sessions and network with other recreation professionals in the region.

The cost of the three registrations is \$75 and falls within the Recreation Department's budget for professional development.

Thank you!

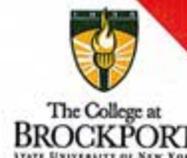
WESTERN NEW YORK CONFERENCE

\$25 Members
\$30 Non Members
\$15 Retired Professionals
FREE - STUDENTS
CEU's Fee's Included!

Wednesday,
February 26,
2020



THE COLLEGE AT BROCKPORT
Seymour College Union
350 New Campus Dr. Brockport NY 14420



9:00 AM - 9:45 AM

Registration & Breakfast with Sponsors
SEYMOUR COLLEGE UNION GALLERY

9:45 AM - 11:00 AM

WEGMANS HIT THE TRAIL PASSPORT

PRESENTED BY: Diane Cardon - Community Coordinator
JoAnn O'Neil - Community Specialist
Linda Lovejoy - Community Relations Manager



**UNION
GALLERY**

Learn how Wegmans is partnering with town and city recreation programs to encourage folks to get outdoors by walking, hiking, biking and canoeing. You will gain knowledge on how to connect and communication with various audience's in and outside your communities. This session will give an in-dept look on how to successful host a joint public program and you will receive an inside scope on marketing opportunities and how to utilize local assets.

(.1 CEU - Pending Approval)

SOCIAL MEDIA AND MARKETING

ROOM 114

PRESENTED BY: Kirstin Gebhart
Director of Marketing and Communications - National Field Hockey
Coaches Association

Details to Follow

(.1 CEU - Pending Approval)

ROOM 119

NOTHING IS OFF THE TABLE A Roundtable of Recreation Professionals

Jim Farr - Assistant Manager of Parks and Recreation - City of Rochester
Tom Venniro - Director of Parks and Recreation - Town of Parma
Jamie Hammond - TSE General Manager
Tim McCardle - Seabreeze Director of Group Sales
Visit Rochester Staff

Recreation Professionals from all sectors will be on hand to discuss their trials and tribulations as they transitioned from being students to becoming young professionals. They will share their own experiences as they progressed in their careers, what boundaries they had to overcome, and will offer advice to those just entering the field or making the decision to.

**THANK YOU TO OUR
SPONSORS:**



11:10 AM - 12:25 PM

TOURISM SESSION

**UNION
GALLERY**

PRESENTED BY VISIT ROCHESTER

Details to Follow

(.1 CEU - Pending Approval)

NEW AGE OF COMMUNITY PARTNERSHIP

PRESENTED BY: Mike Stockman CPRP

Assistant Director of Parks and Recreation - Town of Victor

ROOM 114

How to get the most for your local businesses, service organizations and other groups to expand on your events and programs. This session will provide you with techniques and strategies to approach community partners for sponsorship, how to build lasting relationships with community partners and how these partners make your program/event better.

(.1 CEU - Pending Approval)

THERAPEUTIC SESSION

PRESENTED BY ANITA O'BRIEN

ROOM 119

Details to Follow

(.1 CEU - Pending Approval)

12:30 PM - 1:30 PM

LUNCH

**UNION
GALLERY**



PRESENTATIONS FROM OUR CONFERENCE SPONSORS



1:30 PM - 2:45 PM

END NOTE SESSION

"TAKE ME OUT TO THE BALL GAME"...Engaging EVERYONE in Your Community

PRESENTED BY: DAN MASON - Rochester Red Wings General Manager

**UNION
GALLERY**

Join us for the seventh inning stretch as we learn a few organizational tricks from Rochester Red Wings General Manager, Dan Mason as he discusses the role of his front office and what they do to affect the game day experience for fans. When providing programs, services and facilities for patrons, we all experience factors we cannot control. For the Red Wings staff, they may not control the players or outcome of a game, but they do control whether or not people have fun. Each season, this is their primary goal and they achieve it through community engagement and a variety of tactics meant to encourage people from all walks of life to want to come to at least ONE game a year. Talk about a "home run" of a concept that is sure help the home team win every game.

(.1 CEU - Pending Approval)

2:50 PM

DOOR PRIZE RAFFLE DRAWINGS

UNION GALLERY (FOLLOWING END NOTE SESSION)

3:15 PM

SOCIAL AT BILL GRAYS TAPROOM

4665 LAKE RD S. BROCKPORT NY 14420