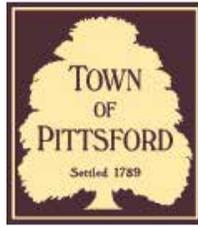


**SUPERVISOR**  
William A. Smith, Jr.



**COUNCIL MEMBERS**  
Kate Bohne Munzinger, Deputy  
Supervisor  
Kevin Beckford  
Matthew J. O'Connor  
Stephanie Townsend

## **TOWN BOARD AGENDA**

**Town Hall – 11 S. Main Street, Pittsford – Lower Level**  
**Tuesday, December 17, 2019 – 6:00 PM**

### **TENTATIVE**

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Public Hearing**

Public Hearing for Local Law #4 of 2019 – Moratorium

#### **Minutes**

Public Comment

Approval of Minutes of Meeting December 4, 2019

#### **Legal Matters**

Public Comment

Contract Renewals

- Pittsford Animal Hospital
- Pittsford Youth Services
- Elderberry Express
- Town/Village Equipment Sharing Agreement
- SWBR Engineering Services
- MRB Engineering Services

Dedication of Bridleridge Farms Open Space “B”

#### **Financial Matters**

Public Comment

General Reserve Appropriation

Surplus

Transfers

Vouchers

#### **Operational Matters**

Public Comment

Cooperative Agreement with Pittsford Fire Department

SEQRA for Erie Canal Park and Nature Preserve

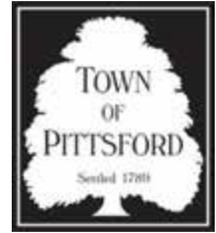
Set Bid Date for Erie Canal Park and Nature Preserve Barn Reconstruction

#### **Other Business**

**Public Comment**

**Adjournment**

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Local Law #4 of 2019 - Second Extension of Temporary Moratorium on Subdivision of Real Property in the RRSP Zoning District and Extended RRSP Zone

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

The Town Board has previously received proposed Local Law #4 of 2019, which would grant a second, 180-day extension to the Temporary Moratorium on the subdivision of real property in the RRSP Zoning District and the Extended RRSP Zone. A Public Hearing on the proposed Local Law is being held on December 17, 2019.

Should the Town Board determine that the proposed Local Law be enacted, an Adoption Resolution is submitted herewith for the Board's convenience.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York, held at the Town Hall, 11 South Main Street, Pittsford, New York, on the 17th day of December, 2019.

PRESENT: William A. Smith, Jr., Supervisor  
Katherine Bohne Munzinger, Deputy Supervisor  
Kevin S. Beckford, Councilman  
Matthew J. O'Connor, Councilman  
Stephanie Townsend, Councilwoman

ABSENT: None

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In the Matter

of

THE ADOPTION OF PROPOSED LOCAL LAW NO. 4  
of 2019: SECOND EXTENSION OF TEMPORARY MORATORIUM  
ON THE SUBDIVISION OF REAL PROPERTY IN THE RRSP ZONING  
DISTRICT AND THE EXTENDED RRSP ZONE.

---

### **Adoption Resolution**

WHEREAS, true and correct copies of proposed Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone, were placed upon the desks of all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 17th day of December, 2019; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to § 40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 17th day of December, 2019, at 6:00 P.M., Local Time, at the Town Hall, 11 South Main Street, Pittsford, New York, on said Local Law No. 4 of 2019; and

WHEREAS, the said public hearing was duly held on the 17th day of December, 2019, at 6:00 P.M., Local Time, at the Town Hall, Pittsford, New York, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No.

4 of 2019; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 4 of 2019; and

WHEREAS, the within matter is a Type II action, pursuant to 6 NYCRR §617.5 (c)(36) and, accordingly, is not subject to further review under SEQRA; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 4 of 2019 should be adopted.

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

RESOLVED, that Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the RRSP Extended Zone, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 17th day of December, 2019, there shall be filed with the Secretary of State one certified copy of said Local Law No. 4 of 2019.

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
Matthew J. O'Connor	VOTING
Stephanie Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: December 17, 2019

\_\_\_\_\_  
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 December, 2019.

\_\_\_\_\_  
Linda M. Dillon, Town Clerk

Minutes of the Town Board for December 4, 2019

**TOWN OF PITTSFORD  
TOWN BOARD  
DECEMBER 4, 2019**

Proceedings of a regular meeting of the Pittsford Town Board held on Wednesday, December 4, 2019 at 6:00 P.M. local time in Pittsford Town Hall.

PRESENT: Supervisor William A. Smith, Jr.; Councilpersons Kevin Beckford, Katherine B. Munzinger, Matthew J. O'Connor and Stephanie Townsend.

ABSENT: None.

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

ATTENDANCE: There were seven (7) members of the public in attendance. There were also three (3) additional staff members present.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. and invited Deputy Supervisor Munzinger to lead in the Pledge to the Flag. The Town Clerk noted all members present.

**SUPERVISOR'S ANNOUNCEMENTS**

**Community Choice Aggregation (CCA) Update and Announcement of Public Information Sessions**

Supervisor Smith announced that the Town is sponsoring two (2) information sessions open to Town and Village residents regarding implementation of the CCA Program. Rocricity will be presenting at these meetings, which will be held at:

**Pittsford Library Fisher Meeting Room  
Tuesday, December 10th @ 6PM and Thursday, December 19th @ 6PM**

**GENERAL  
PUBLIC COMMENTS**

No public comments were offered regarding the General Matters of Town Board.

**END OF THE YEAR MEETING SET FOR DECEMBER 23, 2019 AT 10 AM**

After some discussion regarding having a quorum, a Resolution was offered by Supervisor Smith to set a special meeting of the Town Board for the purpose of approving routine end-of-the-year matters, such as accounts payable, hiring resolutions and budget transfers, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

**RESOLVED**, that a special meeting of the Town Board be and hereby is set for Monday, December 23 at 10:00 A.M., in the Town Hall meeting room, for the purpose of approving year-end accounts payable, hiring resolutions, budget transfers and other necessary business.

**RATIFICATION OF LIBRARY BOARD OF TRUSTEE APPOINTMENTS APPROVED**

Upon the review and consideration of the Library Board of Trustee's recommendations for new appointments to their Board, a Resolution to approve the appointments of Farrah Ritter and B. Christine Hall was offered by

## Minutes of the Town Board for December 4, 2019

Councilman O'Connor, seconded by Councilwoman Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

**RESOLVED**, that Farrah Ritter be and hereby is appointed to the Library Board of Trustees, effective January 1, 2020, with the term ending on December 31, 2024; and be it further

**RESOLVED**, that B. Christine Hall be and hereby is appointed to the Library Board of Trustees, effective January 1, 2020, with the term ending on December 31, 2024.

### MINUTES

#### PUBLIC COMMENTS

No public comments were offered regarding the Minutes of the November 19, 2019 Town Board meeting.

### MINUTES OF THE NOVEMBER 19, 2019 MINUTES APPROVED AS AMENDED

Supervisor Smith and Councilman Beckford suggested two (2) amendments to the draft Minutes of the November 19, 2019 meeting as follows:

- 1) Page 1, Presentation – A Horse's Friend – add to the end of the first paragraph the following: "*The Town will also provide within their eNews and other Town publications information to acquaint people with "A Horse's Friend" and their volunteer opportunities.*"
- 2) Page 2, 2020 Town Budget Amendment No. 1 – Sentence 1 to read as follows: "Councilman Beckford introduced an Amendment to the Town Budget that would allow for the Town to raise the starting salary for non-seasonal part-time **and full time** employees to \$13.50 per hour." (added words – and full time)

Thereafter, a Resolution to approve the Meeting Minutes of November 19, 2019, as amended, was offered by Councilman O'Connor, seconded by Councilman Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the Meeting Minutes of November 19, 2019 Town Board meeting are approved as amended.

### LEGAL MATTERS

#### PUBLIC COMMENTS

No public comments were offered.

### PUBLIC HEARING SET FOR LOCAL LAW NO. 4 OF 2019 – SECOND EXTENSION OF TEMPORARY MORATORIUM ON SUBDIVISION OF REAL PROPERTY IN THE RRSP ZONING DISTRICT AND EXTENDED RRSP ZONE

Town Attorney Robert Koegel reviewed the necessity to extend the Temporary Moratorium, given that the Town will need additional time to review and implement possible new zoning regulations to meet the recently completed and approved Town Comprehensive Plan Update.

After some brief discussion by the Board, Deputy Supervisor Munzinger moved to set a Public Hearing for Local Law No. 4 of 2019 – Second Extension of Temporary Moratorium , seconded by Councilman Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

## Minutes of the Town Board for December 4, 2019

WHEREAS, true and correct copies of proposed Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone, 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. 4 of 2019, 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 17th day of December, 2019, 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. 4 of 2019;

NOW, on motion duly made and seconded, it was

RESOLVED, that a public hearing be held on the 17th day of December, 2019, 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. 4 of 2019; and be it further

RESOLVED, that a Notice of Hearing and a copy of said proposed Local Law No. 4 of 2019, 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. 4 of 2019, 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.

*Proposed Local Law No. 4 of 2019:*

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

**LOCAL LAW NO. 4 OF 2019:  
SECOND EXTENSION OF TEMPORARY MORATORIUM  
ON THE SUBDIVISION OF REAL PROPERTY  
IN THE RRSP ZONING DISTRICT  
AND THE EXTENDED RRSP ZONE**

Sec. 1            Title

This law shall be known as "Local Law No. 4 of 2019: Second Extension of Temporary Moratorium on the Subdivision of Real Property in the RRSP Zoning District and the Extended RRSP Zone."

Sec. 2            Findings

The Town Board finds as follows:

(a) Under Town Law § 272-a, all town land use regulations must be in accordance with a comprehensive plan. A comprehensive plan envisions broad ideas, sets goals derived from those ideas, establishes policies derived from the goals, and lists actions to achieve the goals and fulfill the policies. The Town's first goal is to protect community character; that is, to maintain and enhance Pittsford's physical character and quality of life by managing future growth and development and protecting existing resources. With regard to

## Minutes of the Town Board for December 4, 2019

residential development, the Town has several policies, which include the assurance that new residential development contributes to Pittsford's character through complementary design standards and that open space is configured into large areas that are usable for passive recreation and preservation of viable agriculture.

(b) Among the specific actions to achieve the goals and fulfill the policies is the action to evaluate zoning in the areas (a) between the Water Authority property at the reservoir and the Thruway, bordered by Mendon Center Road and West Bloomfield Road; and (b) west of Mendon Center Road, the area south of the Autumn Woods development, between Autumn Woods and the Thruway (items a and b, collectively, the "Extended RRSP Zone"), and to evaluate extending the RRSP zoning district, or comparable districts, to other locations in the Town consistent with the Future Land Use Plan. Another action is for the Town Board to consider a moratorium on development in the RRSP Zoning District and the Extended RRSP Zone until Town Zoning Code modifications can be addressed. These actions are set forth in the Town's Comprehensive Plan Update, adopted October 1, 2019, at page 36.

(c) The completion of the update to the Comprehensive Plan now provides the Town Board with the framework to analyze and enact appropriate modifications to the Town's Zoning Code, which will address and regulate future development in the RRSP Zoning District and the Extended RRSP zone.

(d) The previously-enacted, first extension of the temporary moratorium on the subdivision of real property in the RRSP Zoning District and the Extended RRSP zone, pursuant to Local Law No. 2 of 2019, is set to expire on December 23, 2019.

(e) A second extension of the aforesaid temporary moratorium on the subdivision of real property in the RRSP Zoning District and the Extended RRSP zone is necessary in order for the Town to consider appropriate amendments to the Town's Zoning Code.

### Sec. 3      Purpose and Intent

(a) It is the purpose of this law to promote the goals, policies, and actions identified above for a reasonable period of time in order to effectuate solutions and in order to promote the health, safety and welfare of the citizens of the Town of Pittsford.

(b) It is the further purpose of this law to enable the Town of Pittsford to stop the subdivision of land in the RRSP Zoning District and the Extended RRSP Zone within the Town for a reasonable time pending the adoption of laws, as necessary, to effectuate revisions to the Zoning Code of the Town, to be in accordance with the Town's adopted Comprehensive Plan Update, as well as to adopt any other laws of the Town necessary to carry out this purpose, and pending the necessary SEQRA process to evaluate this action.

(c) It is the further purpose of this law to fulfill the Town's constitutional, statutory and legal obligations to protect and preserve the public health, welfare, and safety of the citizens of the Town, and, in particular, to protect the value, use and enjoyment of property in the Town, to prohibit the filing of certain new applications for the subdivision of real property and thus defer official governmental action permitting the subdivision of certain real property until the Town Board has instituted and completed proceedings on possible recommendations for adoption of amendments to the text of the Zoning Code of the Town and other laws of the Town.

(d) It is the further purpose of this law to supersede those provisions of §276 of New York Town Law and of the Town Code relating to period of time in which the Planning Board must render a decision on an application for subdivision approval for the period of this temporary moratorium, or any extension thereto.

(e) It is the further purpose of this law to supersede those provisions of §267 of New York Town Law, and of the Town Code relating to the procedures for the hearing of variance requests from this Second Extension of Temporary Moratorium Law. As stated below, it is the intent of the Town Board to hear requests for variance from this Second Extension of Temporary Moratorium Law, rather than the Town's Zoning Board of Appeals.

## Minutes of the Town Board for December 4, 2019

### Sec. 4            Imposition of Moratorium

(a) For a period of one hundred eighty (180) days from and after the adoption date of this law and its effective date, no application for the subdivision of real property within the RRSP Zoning District and the Extended RRSP Zone hereinabove described may be filed, accepted or processed, except as provided in paragraph (b) below and Section 5 of this law. For the purpose of this law, an application for the subdivision of real property shall be deemed to mean any request for official action by the Town Board or Planning Board which request and approval would in any way commence or continue the process whereby land is or may be subdivided.

(b) The imposition of this law shall not affect the processing of applications for the subdivision of real property for which concept, preliminary or final subdivision approval has been granted by the Planning Board prior to the effective date of this law.

### Sec. 5            Alleviation of Hardship

(a) The Town Board may authorize exceptions to the moratorium imposed by this law when it finds, based upon evidence presented to it, that deferral of action on an application for the subdivision of real property and the deferral of approval of the application for the duration of the moratorium would impose an extraordinary hardship on a landowner or developer.

(b) A request for an exception based upon extraordinary hardship shall be filed with the Town Supervisor or his designee, including a fee of fifty dollars (\$50.00) to cover processing and advertising costs, by the landowner, or the developer with the consent of the landowner. Such request shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the Town Supervisor or his designee shall prescribe as necessary for the Town Board to be fully informed with respect to the application.

(c) A public hearing on any request for an exception for extraordinary hardship shall be set by the Town Board at the first regular meeting of the Town Board that occurs ten (10) days after the request for exception is received by the Town.

(d) In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Board shall consider the following criteria:

- (1) The extent to which the applicant has prior to the effective date of this law received any permits or approvals for the proposed subdivision.
- (2) The extent to which the proposed subdivision would cause significant environmental degradation, adversely impact adjacent areas, or adversely impact the land uses appropriate to the property.
- (3) Whether the applicant, prior to the effective date of this law, has incurred financial obligations to a lending institution, which, despite a thorough review of alternative solutions, the applicant cannot meet unless the subdivision proceeds.
- (4) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable return on the property.
- (5) The extent to which actions of the applicant were undertaken in good faith belief that the proposed subdivision would not lead to significant environmental degradation, undue adverse impacts on adjacent areas, or adversely impact the land uses appropriate to the property.

Minutes of the Town Board for December 4, 2019

(e) At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Town Board shall act upon the request to approve, deny or approve in part and deny in part the request made by the applicant.

Sec. 6            Validity

If any section, sentence, clause or phrase of this law is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this law.

Sec. 7            Effective Date

This Local Law shall become effective upon its adoption and upon its filing with the New York Secretary of State.

**PUBLIC HEARING SET FOR LOCAL LAW NO. 1 OF 2020 – AMENDING §145-5 OF THE CODE OF THE TOWN OF PITTSFORD TO SET A 25 MPH SPEED LIMIT ON WOOD CREEK DRIVE**

Town Attorney Robert Koegel introduced and reviewed the proposal for Local Law No. 1 of 2020 for the reduction in the speed limit on Wood Creek Drive pursuant to the request of the residents in that neighborhood.

Thereafter, a Resolution to Set a Public Hearing to consider the proposed Local Law No. 1 of 2020 – Amending §145-5 of the Town of Pittsford Code to set a 25 MPH Speed Limit on Wood Creek Drive was offered by Councilwoman Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

Whereas, true and correct copies of proposed Local Law No. 1 of 2020, amending §145-5 of the Code of the Town of Pittsford to set a 25 mph speed limit on Wood Creek Drive 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. 1 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 7<sup>th</sup> day of January, 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 7th day of January, 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. 1 of 2020; and be it further

**RESOLVED**, that a Notice of Hearing and a copy of said proposed Local Law No. 1 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. 1 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.

*Proposed Local Law No. 1 of 2020:*

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

**LOCAL LAW NO. 1 OF 2020:  
AMENDING §145-5 OF THE CODE OF THE TOWN OF PITTSFORD TO SET A  
25 MPH SPEED LIMIT ON WOOD CREEK DRIVE**

Sec. 1 Title

This Local Law shall be known as “Local Law No. 1 of 2020: Amending §145-5 of The Code of the Town of Pittsford to set a 25 mph speed limit on Wood Creek Drive+.”

Sec. 2 Amendments to Existing Law

The Code of the Town of Pittsford, Chapter 145, Article II, shall be amended to revise §145-5 to read as follows:

§ 145-5. Special-hazard zones.

Except when a special hazard exists that requires lower speed for compliance with § 145-2B, it shall be unlawful for any person to drive a vehicle in the Town at a speed in excess of the following speeds on the streets or parts of streets listed below:

Name of Street	Maximum Speed (mph)
Allen Parkway	25
Alpine Drive	25
Bedford Way	25
Beech Road	25
Brook Road	25
Burncoat Way	25
Buttermilk Hill Road	25
Crestline Road	25
Crestview Drive	25
Cricket Hill Drive	25
Croft Road	25
East Brook Road	25
East Park Road	25
Ellingwood Drive	25
Hearthstone Road	25
Hilltop Drive	25
Kilbourn Road	25
Knobb Hill Drive	25

## Minutes of the Town Board for December 4, 2019

Name of Street	Maximum Speed (mph)
Long Meadow Circle	25
Maywood Avenue	25
Meadow Wood Circle	25
Mitchell Road	25
Overbrook Road	25
Reitz Circle	25
Reitz Parkway	25
Sandpiper Lane	25
Schoen Road	25
School Lane	25
Shelwood Road	25
Sheridan Court	25
Smead Road	25
Standish Way	25
Stoneleigh Court	25
Sunset Boulevard	25
West Brook Road	25
Wood Creek Drive	25
Woodland Road	25

### 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.

## **FINANCIAL MATTERS**

### **PUBLIC COMMENTS**

No public comments were offered.

## **BUDGET TRANSFERS AND AMENDMENT APPROVED**

A motion to approve the proposed Budget Transfers and Amendment was offered by Deputy Supervisor Munzinger, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that \$ 2,000.00 be transferred from 001.7110.1009.1.7110 (Parks – PT Salaries) to 001.7110.2025.2.7111 (Parks – Equipment) to purchase replacement hedge trimmers.

## Minutes of the Town Board for December 4, 2019

That \$ 4,000.00 be transferred from 001.7110.1009.1.7110 (Parks – PT Salaries) to 001.7110.4003.10.7 (Parks – Park Maintenance) to purchase materials to complete various projects.

That \$ 1,200.00 be transferred from 1.1355.1000.1.1 (Assessor – Salaries) to 1.1410.1000.1.1 (Town Clerk – Salaries) to cover salary expenses through the end of the year.

That \$ 28.00 be transferred from 1.1355.1000.1.1 (Assessor – Salaries) to 1.7510.1000.1.1 (Historian – Salaries) to cover salary expenses through the end of the year.

That \$ 1,500.00 be transferred from 1.1990.4000.1.1 (Contingency – Expense) to 1.1430.1000.1.1 (Personnel – Salaries) to cover additional hours and salaries through the end of the year.

That \$ 150.00 be transferred from 1.1990.4000.1.1 (Contingency – Expense) to 1.1920.4603.1.1 (Municipal Dues – Expense) to cover the increase in the dues for the Association of Towns.

That \$ 10,000.00 be transferred from 1.1990.4000.1.1 (Contingency – Expense) to 1.2620.4118.10.1 (Bldgs. Maint. – Bldg. Repairs) to cover expenses through the end of the year.

That \$ 1,000.00 be transferred from 1.1990.4000.1.1 (Contingency – Expense) to 1.8540.4000.2.4 (Drainage – Expense) to cover miscellaneous expenses through the end of the year; and be it further

### **RESOLVED, that the following budget Amendment is approved:**

That line item 3.7410.4000.25.3 (Library – Expense) be increased by \$1,000.00. The source of these funds will be a grant from the New York Council for the Humanities. Be it further resolved that the Director of Finance is authorized to make the appropriate budget entries.

### **OPERATIONAL MATTERS**

#### **PUBLIC COMMENTS**

No public comments were offered.

### **TOWN OF BRIGHTON 2019-2020 SNOW AND ICE AGREEMENT APPROVED**

Upon the recommendation of the Commissioner of Public Works, a Resolution to approve the Intermunicipal Agreement for Snow and Ice Control on Allen's Creek Road with the Town of Brighton was offered by Councilman Beckford, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: None.

The following Resolution was declared carried as follows:

**RESOLVED**, that Town Board accepts the recommendation of the Commissioner of Public Works and authorizes the Town Supervisor to execute the Snow and Ice Control Intermunicipal Agreement with the Town of Brighton for Allen's Creek Road in the amount of \$5,514.52 for the 2019/2020 winter season.

### **2020 TOWN BOARD MEETING SCHEDULED APPROVED**

Supervisor Smith proposed the 2020 Town Board Meeting Schedule with the amendment to the first meeting in November and the first meeting in December, noting the dates of November 4th and December 2nd, due to Election Day in November and Candlelight Night in December. Thereafter, a Resolution to approve the 2020 Town Board Meeting Schedule, as amended, was offered by Supervisor Smith, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

**RESOLVED**, that the following 2020 Town Board Meeting Schedule is approved:

## Minutes of the Town Board for December 4, 2019

January 7	January 21
February 4	February 25
March 3	March 17
April 7	April 21
May 5	May 26
June 2	June 16
July 7	July 21
August 4	August 18
September 1	September 15
October 6	October 20
November 4	November 17
December 2	December 15

All meetings listed above are currently scheduled to be held at the Pittsford Town Hall, Lower Level Meeting Room, 11 South Main Street, at 6 P.M., but may be subject to change.

### **PERSONNEL MATTERS PUBLIC COMMENTS**

No public comments were offered.

### **HIRING AND STATUS/SALARY CHANGES APPROVED**

Councilman O'Connor confirmed that he had audited the records for the proposed part-time hire and that all the documents were in order. A Resolution to approve the proposed part-time hire was offered by Councilman O'Connor, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: None.

The Resolution was declared carried as follows:

**RESOLVED**, that the Town Board approve the following person for part-time employment as a new hire and confirm as the date of hire as indicated hereto:

<b>Name</b>	<b>Dept</b>	<b>Position</b>	<b>Rate</b>	<b>Date of Hire</b>
Yasmin Nayrouz	Rec	Asst III Birthday Party Attdnt P/T	\$12.71	12/07/2019

### **2020 HOLIDAY SCHEDULE APPROVED**

Following brief discussion regarding holidays and Councilwoman Townsend's suggestion of adding to the descriptive designation of Columbus Day, which the Board agreed to consider in future after receiving public input, a Resolution was offered by Deputy Supervisor Munzinger to approve the proposed 2020 Holiday Schedule, seconded by Councilwoman Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

**RESOLVED**, that the 2020 Holiday Schedule for the Town of Pittsford full time and part-time staff be approved, respectively, as follows:

Full Time Employees:

#### **2020 Schedule of Holidays**

New Year's Day	Wednesday, January 1st
Martin Luther King Day*	Monday, January 20th
Presidents' Day*	Monday, February 17 <sup>th</sup>
Good Friday	Friday, April 10th
Memorial Day	Monday, May 25th
Day before Independence Day	Friday, July 3rd
Labor Day	Monday, September 7th

## Minutes of the Town Board for December 4, 2019

Columbus Day	Monday, October 12th
Veterans' Day	Wednesday, November 11th
Thanksgiving Day	Thursday, November 26th
Day after Thanksgiving	Friday, November 27th
Christmas Eve Day	Thursday, December 24th
Christmas Day	Friday, December 25th
Employee's Birthday*	

\*Floating holidays, taken with Department Head's approval; Town offices remain open on these days.

### Part-time Employees:

#### **2020 Schedule of Holidays**

New Year's Day	Wednesday, January 1st
Good Friday	Friday, April 10th
Memorial Day	Monday, May 25th
Day before Independence Day	Friday, July 3rd
Labor Day	Monday, September 7th
Columbus Day	Monday, October 12th
Thanksgiving Day	Thursday, November 26th
Day after Thanksgiving	Friday, November 27th
Christmas Eve Day	Thursday, December 24th
Christmas Day	Friday, December 25th

### **EAST ROCHESTER MAYOR FREDERICK RICCI PROCLAMATION APPROVED**

Supervisor Smith introduced a Proclamation for East Rochester Mayor Fred Ricci, who recently announced that he will be stepping down from his position. As a long-time community partner with East Rochester in many collaborative efforts, most importantly their sharing of the community televised programming on Channel 12 of Town meetings and events, Supervisor Smith wished to recognize and thank Mayor Ricci for his years of service and acknowledge the partnership with this Proclamation.

Thereafter, the Proclamation was moved by Supervisor Smith, seconded by Councilman O'Connor, and voted on by members as follows: Ayes: Beckford, Munzinger, O'Connor, Townsend and Smith. Nays: none.

The Proclamation was declared carried as follows:

**Whereas**, it is the wish of the Town Board to acknowledge the contributions and commitment of our colleague, East Rochester Mayor Frederick L. Ricci, who has contributed with integrity and care a combined municipal service to the East Rochester community of over 23 years, including as a trustee, Village Administrator, Deputy Mayor, and since 2011, as Mayor; and

**Whereas**, Mayor Frederick L. Ricci embodies a true dedication to and love for his community; in addition to his municipal service, he has lent his time, enthusiasm and support as an East Rochester high school teacher for many years, as a youth soccer coach, and as a founding member of the East Rochester Youth Activity Center, thereby positively impacting a great many residents across many years; and

**Whereas**, a son of both East Rochester and Pittsford, from when East Rochester was part of Pittsford, Mayor Frederick L. Ricci has long been a valued friend of the Pittsford community; his thoughtful and proactive leadership has cultivated a strong and meaningful relationship between our communities and resulted in the Town's expanded partnership with East Rochester's public access cable station, thereby expanding the reach and breadth of Pittsford programming, including the very popular "Pittsford Personalities" show by the Pittsford Town Historian. We are thankful and fortunate that his dedication to public service extends beyond his own town borders, and has done so to the benefit of the Pittsford community.

## Minutes of the Town Board for December 4, 2019

**Now, Therefore Be It Resolved** that the Pittsford Town Board recognizes Mayor Frederick L. Ricci's exemplary service to the East Rochester community and his cooperation and collaboration with, and true affection for, the Town of Pittsford and its residents; and

**Further Resolved**, that now, as he prepares for retirement from office as the Mayor of East Rochester, with utmost regard and appreciation the Pittsford Town Board thanks Mayor Frederick L. Ricci for his friendship and support and honors the impact his contributions have had on both the East Rochester and Pittsford communities.

This resolution was adopted by the Town Board on December 4, 2019.

### **OTHER BUSINESS**

Councilman Beckford reported that as the Liaison to the Environmental Board he suggested that the Environmental Board spearhead researching and reviewing Small Wind Turbines for home use, and, thereafter making recommendations to the Town for possible future permitting of this use. Councilman Beckford suggested the possibility of inviting companies that manufacture or sell these products to present and explain them to the board. Board members were supportive of this suggestion. Councilman O'Connor noted that the Town streamlined the solar permitting process for residences in 2017, one of the four high impact practices that resulted in Clean Energy Community designation by NYSEERDA.

Councilman Beckford also requested that Town research what other communities have done regarding the Columbus Day holiday.

Councilwoman Townsend encouraged the Town to create a strategic layout for moving forward with incorporating recommendations from the Comprehensive Plan to amending Zoning laws in an organized way. Board members agreed and Town Attorney Koegel also agreed.

Councilman O'Connor reported that members of the RIT Pollution Prevention Institute walked through and inspected Town Hall from an energy usage perspective and plan to assess the highway garage similarly on Golf Avenue before the holidays. Energy consumption records were also provided to the RIT team. The assessment team will be developing a report of recommendations based on their findings.

### **PUBLIC COMMENTS**

No other comments were offered by the public.

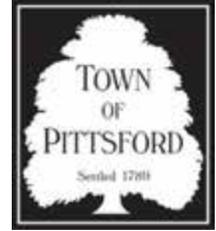
### **ADJOURNMENT**

As there was no further business, the Supervisor adjourned the meeting at 6:40 P.M.

Respectfully submitted,

Linda M. Dillon  
Town Clerk

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Pittsford Animal Hospital Agreement

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

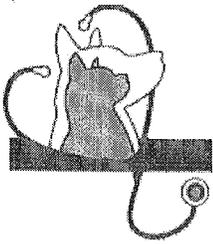
Attached is a copy of a proposed agreement with the Animal Hospital of Pittsford for boarding and veterinary services involving stray animals. This is a renewal of an arrangement we have had with the Pittsford Animal Hospital for many years and will run through December 31, 2020.

There are no increases in the daily charges for dogs and cats held at the Pittsford Animal Hospital, although the contract has been modified to clarify that the daily charges are for each "calendar" day, and a charge for flea treatment and rabies vaccination has been added. These fees are charged back to the owner as part of the impound and seizure fees, and are paid by the owner to the Town of Pittsford prior to the release of the animal.

Our Dog Control Officer, Carolyn Casey, has recommended renewal of this arrangement.

## RESOLUTION

I move that the Town Supervisor be authorized to execute the proposed agreement with the Animal Hospital of Pittsford for boarding and veterinary services involving stray animals.



Animal Hospital of Pittsford  
2816 Monroe Avenue  
Rochester, NY 14618  
-----  
Telephone (585) 271-7700  
Fax (585) 244-7287  
www.pittsfordvet.com

Hospital Director:  
Todd Wihlen, DVM

December 2, 2019

SUBJECT: Proposal for the boarding of stray animals and professional veterinary services for the  
**Town of Pittsford.**

The following proposal is submitted by Animal Hospital of Pittsford to provide leased space for shelter to animals under contract with the Dog Control of the Town of Pittsford.

1. The contract will be for one year ending **December 31, 2020.**
2. The Animal Hospital of Pittsford will provide shelter for stray or injured animals picked up by the Pittsford Dog Control. The number of animals sheltered at one time will not exceed eight without specific approval of the Hospital Director.
3. Animals placed in the shelter will be provided food, water and exercise on a scheduled basis. Medical treatment will be administered under the supervision of the hospital veterinarians as approved by the Dog Control Officer, Carolyn Casey.
4. All animals placed in the shelter will receive a routine physical evaluation by a Licensed Veterinary Health Technician. Any problems identified will be brought to the attention of the Dog Control Officers. Immediate emergency care will be provided for any animal in critical condition or experiencing undue suffering at the veterinarian's discretion. In these cases the Dog Control Officer shall be notified for further instructions as soon as possible.
5. Animals with serious medical problems must be treated for their problems to remain in the shelter. The Hospital Director is the final authority in this matter. Any animal which is deemed in need of treatment and for which treatment is declined must be removed from the hospital within 24 hours following the notification of the Dog Control Officer.
6. All communication with the public will be handled through the Pittsford Dog Control. This will include initial lost dog inquiries, injured animal inquiries and adoption. The hospital will release animals to owners or adoptees only on direct instruction from the Dog Control Officers.
7. Emergency care for animals picked up after the hospital is closed will be handled by the Veterinary Specialists and Emergency Service at 825 White Spruce Blvd. **However, all strays must be picked up from Veterinary Specialists and Emergency Service and transferred to Animal Hospital of Pittsford by 10AM on the first morning that Animal Hospital of Pittsford is open for business.** Well animals picked up by the town may be brought to Pittsford Animal Hospital for impounding on Sundays and holidays when a kennel worker is present to admit the Animal Control Officer to the hospital.
8. All fees will be collected by the Pittsford Dog Control before release of any animals. Fees collected will include charges for vaccinations and medical or surgical treatment.

9. A schedule of fees is attached as enclosure 1.

10. The Town of Pittsford will be billed by Animal Hospital of Pittsford for services rendered on a monthly basis.

11. All adoptable animals, not claimed, are to be transferred by the Animal Control Officer to Lollypop Farm or a shelter/rescue group in accordance to New York State Law.

**ENCLOSURE 1**

**SCHEDULE OF FEES FOR PROFESSIONAL SERVICES**

Leased space and proposed fees for the boarding of stray animals and professional veterinary services for the Town of Pittsford.

- 1) Sheltering animal to include caging, food, limited exercise and initial evaluation by a licensed Animal Health Technician calculated per day.

Dogs--**\$28.00** per calendar day at Veterinary Specialists and Emergency Service  
Dogs--**\$17.00** per calendar day at Animal Hospital of Pittsford

Cats--**\$17.00** per calendar day at Veterinary Specialists and Emergency Service  
Cats--**\$9.00** per calendar day at Animal Hospital of Pittsford

Flea Treatment with Capstar: **\$6.00**  
Rabies Vaccination: **\$17.00**

- 2) Emergency care at the Veterinary Specialists and Emergency Service, with Dog Control Officer having direct access to the facility, with a veterinarian available in residence at Veterinary Specialists & Emergency Service 24 hours a day including all weekends and holidays, physical examinations, and recommendations for further diagnosis and treatment.

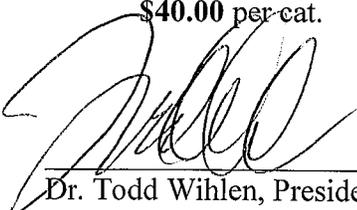
Emergency exam--**\$50.00**  
Further medical care at standard hospital fees less 20% professional services discount.

- 3) Minimal life support will have to be determined on a per case basis dependent on the extent of injuries in need of immediate medical attention. In all cases, Pittsford Animal Control will be notified immediately of the anticipated expenses.

If paid for by owners - standard hospital charges  
If paid for by Town - less 20% professional services discount of standard hospital fees.

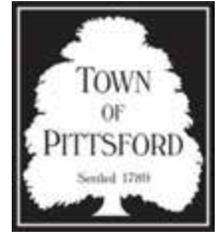
**Fees for Euthanasia**

- 1) A standard fee of **\$22.00** will be charged for all animals euthanized at the Town of Pittsford's request, regardless of size.
- 2) The Town of Pittsford will handle all disposals of bodies. If the town wishes, the Animal Hospital of Pittsford will provide cremation services for a fee of **\$ 65.00** per dog and **\$40.00** per cat.

  
\_\_\_\_\_  
Dr. Todd Wihlen, President  
Monroe Veterinary Associates

\_\_\_\_\_  
Town Supervisor  
William A. Smith

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Pittsford Youth Services Agreement

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

Attached please find a copy of a proposed Agreement with Pittsford Youth Services. This is a renewal of the Town's annual Agreement with the agency, which provides counseling and referral services for residents of the Town, and includes an annual fee to the agency, payable by the Town, for the agency's services.

The proposed Agreement is similar to the Agreement for 2018, except the support of PYS for 2019 will increase from \$56,540.00 to \$57,671.00.

In the event the Board decides to take action on this matter, I suggest the following Resolution:

**I move that the Town Supervisor be authorized to enter into and sign the proposed Agreement with Pittsford Youth Services for calendar year 2020.**

## SERVICE AGREEMENT

THIS AGREEMENT, made as of the 1<sup>st</sup> day of January, 2020 by and between the TOWN OF PITTSFORD, NEW YORK, a municipal corporation having its offices at 11 South Main Street, Pittsford, New York 14534 (hereinafter referred to as “Town”), and PITTSFORD YOUTH SERVICES, INC., a domestic not-for-profit corporation, with offices at 4 South Main Street, Pittsford, New York 14534 (hereinafter referred to as “Agency”).

WHEREAS, the Agency has offered to perform certain counseling and referral services for residents of the Town of Pittsford; and

WHEREAS, the Town is desirous of using Agency’s services and to compensate the Agency therefor,

NOW, THEREFORE, it is mutually agreed by and between the Town and Agency as follows:

### A. Town’s Responsibilities

1. The Town will pay the Agency the annual sum of Fifty-Seven Thousand Six Hundred Seventy-One Dollars (\$57,671.00) for the year 2020, payable in twelve (12) consecutive monthly installments, beginning January 2020, for the Agency’s said services.

### B. Agency’s Responsibilities

1. The Agency will provide Town residents individual and family counseling and support; information about, and referrals to, outside service agencies; counseling and emergency housing referral for runaways and homeless youths; and group activities, workshops and training for youths, parents and professionals.
2. The Agency will complete forms requested by Monroe County in order for the Town to secure grant funds.
3. In the event the Agency replaces its Executive Director of Administration and/or Executive Clinical Director, the Agency shall involve the Town Board’s Liaison to the Agency in the selection process.
4. Any other employees of the Agency shall be subject to the Director’s approval and not Town approval, except that, to further preserve the confidentiality of the persons served, the parties agree that Agency employees shall not also be Town employees unless both parties have given advance approval of such employment.
5. The Agency shall supply to the Town Supervisor monthly reports showing the services rendered by the Agency for the preceding month. The identification of persons served and any other confidential material shall not appear in said reports. The reports shall be due within two (2) weeks after the end of the month.
6. The Agency agrees to maintain adequate financial records, to be audited annually by a certified public accountant to the extent required by law, and the report of such audit shall be submitted to the Town’s Director of Finance upon completion.
7. The Agency agrees to defend, indemnify and hold the Town harmless from any and all claims based in whole or part on the Agency’s provision of services under this agreement. The Agency

shall maintain a general liability insurance policy in the amount of at least \$1,000,000.00, which shall include the Town as an additional insured and shall provide to the Director of Finance a Certificate of such insurance.

- 8. The Agency will maintain Workers' Compensation and Unemployment Insurance as required by New York State law.
- 9. The Agency may receive funding from any other legitimate sources, including contributions from those who avail themselves of its services.
- 10. The Agency agrees that its services will be rendered without regard to color, race, creed, gender, national origin, sex or disability.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

PITTSFORD YOUTH SERVICES, INC.

TOWN OF PITTSFORD, NEW YORK

By: \_\_\_\_\_

By: \_\_\_\_\_

Jill Harter Lennox  
Executive Director of Administration

William A. Smith, Jr.  
Town Supervisor

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

On the \_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Smith, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

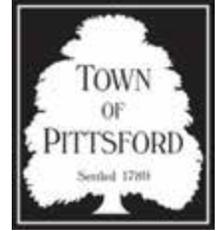
\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Jill Harter Lennox, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Elderberry Express, Inc. Agreement

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

Attached please find a copy of a proposed Agreement with Elderberry Express, Inc. This is a renewal of the Town's annual Agreement with the corporation, which provides senior citizen transportation services for residents of the Town.

The Agreement provides for payment by the Town of an annual subsidy to Elderberry Express, Inc. in the amount of \$7,500.00, which is in the 2020 budget. This amount is identical to the annual payments we made for the years 2009 through 2019.

The Agreement also refers to the minimum of 100 square feet of office space we provide to Elderberry Express at the Senior Center, and that "Profit and Loss" reports from Elderberry Express will be provided to the Supervisor on a quarterly basis.

## **RESOLUTION**

I move that the Town Supervisor be authorized to enter into and sign the proposed 2020 Agreement with Elderberry Express, Inc.

# AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 2020 by and between the TOWN OF PITTSFORD, NEW YORK, a municipal corporation having its offices at 11 South Main Street, Pittsford, New York 14534 ("Town"), and ELDERBERRY EXPRESS, INC., a domestic not-for-profit corporation with offices at 3750 Monroe Avenue, Pittsford, New York, ("Express").

WITNESSETH:

WHEREAS, Express has offered to perform certain services for the people of the Town in relation to the project known as the Elderberry Express; and

WHEREAS, the Town Board, by Resolution, has authorized an Agreement with Express to support said services,

NOW, THEREFORE, it is mutually agreed by and between the Town and Express as follows:

1. In consideration of the sum of \$7,500.00, to be paid in equal quarterly installments by the Town to Express, Express agrees for the year 2020 to provide transportation services to Pittsford senior citizens who find it difficult or impossible to use public or private transportation. As a result of the synergy of the operations of Express and the Pittsford Senior Center, the Town will also provide to Express the use of office space of a minimum of 100 square feet at the Pittsford Senior Center. The Town's only obligations shall be to provide the funding and office space as set forth in this Agreement. Under no circumstances shall the Town assume Elderberry Express's obligation to transport any citizens.

2. This Agreement is subject to specific conditions, as follows:

- A. Express shall provide to the Town Supervisor, for review on behalf of the Town, quarterly "Profit & Loss" reports.
- B. The Town shall have the ongoing authority to evaluate the program of Express covered by this Agreement and if the monthly reports or the performance of Express are not such as to constitute a reasonable achievement of the goals set forth, in the opinion of the Town Board, it reserves the right to cancel this Agreement at any time and to terminate all obligations of the Town to make payment to Express;

- C. Express shall provide to the Town any additional financial records as the Town may be deem necessary for the purpose of performing a fiscal audit and shall submit to the Town an annual financial report; and
- D. Express agrees that eligibility for participation in the project will not be based on color, race, gender, creed, sex, national origin or disability, nor shall fees be charged. Donations may be accepted by Express.

3. All expenditures by Express that are to be reimbursed must be made in accordance with New York State law.

4. Express agrees to maintain all required Workers' Compensation and Unemployment Insurance as required by New York State law.

5. Express shall maintain the Town as a named insured on an automobile liability policy the limits of which are at least \$250,000.00 per person/\$500,000.00 per occurrence for personal injury and \$100,000.00 property damage, per occurrence, and agrees to defend, indemnify and hold the Town harmless from any and all claims based in whole or part on Express's provision of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their respective hands and seals the date first have written.

TOWN OF PITTSFORD, NEW YORK

By: \_\_\_\_\_  
William A. Smith, Jr., Supervisor

ELDERBERRY EXPRESS, INC.

By: \_\_\_\_\_  
William Brizee, President

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the \_\_\_ day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared William Brizee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the \_\_\_ day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Smith, Jr., Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

# MEMORANDUM

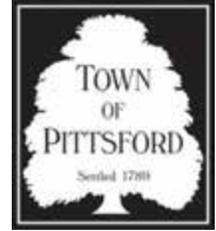
**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Town/Village Equipment Sharing Agreement

**For Meeting On:** December 17, 2019



Ladies and Gentlemen:

Attached please find a copy of a proposed Agreement with the Village of Pittsford. This is a renewal of the Town's Agreement with the Village through which we share equipment and personnel.

The arrangement is on a "borrower" and "lender" basis, with no charges from one to the other. The proposed Agreement extends a five-year Agreement that was originally entered in 2003 and with a new term running to December 31, 2024.

## RESOLUTION

I move that Town Board authorize the Town Supervisor to enter into and sign the proposed Intermunicipal Cooperation Agreement with the Village of Pittsford.

## INTERMUNICIPAL COOPERATION AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_ day of December, 2019, by and between the **TOWN OF PITTSFORD**, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534, hereinafter referred to as the "Town," and the **VILLAGE OF PITTSFORD**, a municipal corporation having offices at 21 North Main Street, Pittsford, New York 14534, hereinafter referred to as the "Village". This Agreement is made pursuant to §119-o of the General Municipal Law.

WHEREAS, the Town and Village each own and operate various types of equipment; and

WHEREAS, the Town and the Village each employ personnel that possess certain levels of expertise that may be of assistance to the other as the need arises from time to time; and

WHEREAS, both the Town and the Village are each desirous of assisting the other in providing low cost and efficient services to the taxpayers of the Pittsford community by sharing appropriate equipment and personnel as the need may arise from time to time.

NOW, THEREFORE, the Town and the Village for the consideration hereinafter set forth, agree as follows:

### Definitions.

1. "Borrower" – shall mean the party receiving the use of equipment or personnel.
2. "Lender" – shall mean the party providing the use of equipment or personnel.
3. "Party" – shall mean either municipal corporation that has executed this Agreement.

### Term.

4. The term of this Agreement shall continue from execution to December 31, 2024, unless terminated by either party as set forth in Paragraph 5.
5. Either party may terminate this Agreement upon thirty (30) days written notice to the other. Such written notice shall be sent to the designated agent for each party as set forth in Paragraph 16.

### Requests for Intermunicipal Assistance.

6. If the Village desires intermunicipal assistance from the Town, a request from the Village Mayor, or the Mayor's designee, shall be forwarded to the Town Supervisor, or the Supervisor's designee.

7. If the Town desires intermunicipal assistance from the Village, a request from the Town Supervisor, or the Supervisor's designee, shall be forwarded to the Village Mayor, or the Mayor's designee.

#### Rights and Responsibilities of Lenders.

8. The Lender shall determine what, if any, equipment or personnel may be lent and the duration of use at the time of the request.
9. The Lender, at its discretion, shall provide its personnel to operate the equipment to be lent.
10. The Lender may refuse a request for equipment or personnel based on the needs of the Lender.
11. The Lender shall be responsible for salaries and other compensation due to its own employees for the time the employees are undertaking a shared service pursuant to this Agreement. In addition, the Lender shall provide appropriate Workers' Compensation insurance for such personnel working for the Borrower. Any claim arising from injury to the Lender's employee while working for the Borrower shall be treated in the same manner as if the injured employee was working for the Lender.
12. The Lender shall be responsible to repair any damage to lent equipment which occurs during the Borrower's use, other than damage caused by negligence or willful misconduct, unless both the Borrower and the Lender agree otherwise.
13. The Lender makes no warranties, express or implied, with respect to this Agreement, including without limitation, warranties of merchantability or fitness for a particular purpose or intended use. The Borrower accepts the property "as is." In no event shall the Lender be responsible for consequential damages.

#### Rights and Responsibilities of Borrowers.

14. The Borrower shall provide fuel, oil, lubrication and other materials required for the operation of the equipment lent by the Lender.
15. The Borrower shall release the borrowed equipment or personnel immediately when no longer needed or if the Lender requests the return of the equipment or personnel.

#### Agents.

16. The Town designates the Town Supervisor as its authorized agent for all communications pursuant to this Agreement and the Village designates the Village Mayor as its authorized agent for all communications pursuant to this Agreement.

Compliance with Laws.

17. In connection with the services to be performed under this Agreement, the Town and the Village and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder.

Liability and Indemnification.

18. The Town hereby covenants and agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys fees and costs of defense, incurred by the Village, as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.
19. The Village hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys fees and costs of defense, incurred by the Town, as a result of the negligence, omission, breach, fault or intentional misconduct of the Village in the conduct of work under this Agreement.
20. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, than that party shall be timely notified by the other party of the portion of the claim for which the party is responsible pursuant to this Agreement.

Independent Contractors; Neither party deemed agent.

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

Prohibition against Agreement transfer and sub-contracting.

22. The Town and the Village shall not assign, transfer or dispose, in whole or in part, any right or interest in or to this Agreement and shall not sub-contract, in whole or in part, any services performed under this Agreement.

Extent of Agreement.

23. This Agreement constitutes the entire and integrated Agreement between the parties and supercedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is writing and subscribed by the party against whom the modification or amendment is sought to be enforced.

Applicable Law.

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

Severability.

25. If any provision of this Agreement is held invalid by a Court of Law, the remainder of this Agreement shall be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the day and year set forth above.

TOWN OF PITTSFORD

By: \_\_\_\_\_  
William A. Smith, Jr., Town Supervisor

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:  
TOWN OF PITTSFORD)

On this \_\_\_\_\_ day of December, 2019, before me, the subscriber, personally came William A. Smith, Jr., to me known, who being by me duly sworn, did depose and state, that he resides in the County of Monroe, State of New York; that he is the Supervisor of TOWN OF PITTSFORD, the municipal corporation described herein; that he executed the foregoing instrument; and that he is authorized to sign his name thereto.

\_\_\_\_\_  
Notary Public

VILLAGE OF PITTSFORD

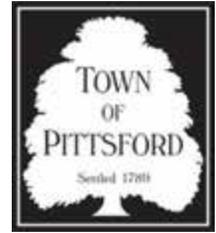
By: \_\_\_\_\_  
Robert Corby, Mayor

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:  
TOWN OF PITTSFORD)

On this \_\_\_\_\_ day of December, 2019, before me, the subscriber, personally came Robert Corby, to me known, who being by me duly sworn, did depose and state, that he resides in the County of Monroe, State of New York; that he is the Mayor of the VILLAGE OF PITTSFORD, the municipal corporation described herein; that he executed the foregoing instrument; and that he is authorized to sign his name thereto.

\_\_\_\_\_  
Notary Public

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Consulting Agreement with SWBR

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

Construction of non-residential buildings involves compliance with the complex set of rules established by the State of New York and contained in the Uniform Fire Prevention and Building Code. Review of plans for construction to ensure that they comply with these state requirements is a laborious effort.

Our Code Enforcement Office, similar to most towns in our area, utilizes the services of local engineering/architectural firms to review such plans and report back to us as to compliance with the Uniform Code. We have used two (2) engineering firms for these reviews, one of which is SWBR Architecture, Engineering & Landscape Architecture, P.C. (the other is TYLI), and have been pleased with both.

The Code review arrangements are that the Code Enforcement Office directly requests and pays for the services, with reimbursement from the involved developer. Such arrangement is similar to the procedure we use for engineering review in site plan and subdivision situations.

A proposed Agreement renewing this arrangement with SWBR is submitted with this Memo. The attached Agreement is essentially a renewal of the annual Agreement we began in 2012 and will be in effect, by its terms, through the end of 2020. The SWBR 2020 Hourly Rates for the Town of Pittsford have increased for several categories of principal, engineer, architect, manager, or designer from 2019; nevertheless, the rates are in line with the other firms the Town retains. Our public works, planning, and engineering departments have all reviewed these new rates and find them to be in order.

## **RESOLUTION**

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

## AGREEMENT FOR CODE COMPLIANCE SERVICES

This is an Agreement between SWBR Architecture, Engineering & Landscape Architecture, P.C., a Professional Corporation with offices at 387 East Main Street, Rochester, New York 14604 (“SWBR”) and the Town of Pittsford, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534 (“Town”), where the Town seeks to engage the services of a professional third party consultant to provide the services necessary to fulfill the Town’s obligation to regulate the design, construction and use of buildings and structures within its boundaries;

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

### Section I. SWBR’s Services

- A. SWBR shall provide services to the Town in the area of plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting.
- B. Requests for services shall be transmitted by the Town Code Enforcement Officer to SWBR in writing, in person, or by telephone (followed by a written request). Both the Town and SWBR shall keep a record of requests made.
- C. SWBR shall provide for the review of plans for compliance with the NYS Uniform Fire Prevention and Building Code. Reviews shall not include issues of compliance with zoning, SEQRA, site work/landscaping, fire protection system calculations, conveyances, or other local, state or federal requirements, except where specifically referenced in a technical document of the Uniform Code. Review for conformance with these regulations will be performed by the Town, and forwarded to SWBR upon request. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by SWBR directly with the applicant. SWBR staff shall host permit workshops whenever requested by the applicant. SWBR shall provide written reports on the results of each review, in a format approved by the Town and SWBR, including any necessary administrative or organizational meetings.

### Section 2. Fee

SWBR shall submit monthly, a detailed invoice showing an accounting of the work performed on behalf of the Town, based on hours worked and travel provided in accordance with SWBR’s “2020 Hourly Rates, Town of Pittsford”, attached hereto, along with duly executed vouchers on forms supplied by the Town. Payments for services rendered shall be made by the Town within 30 calendar days of the date of SWBR invoices.

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

### Section 3. Authorized Agents

SWBR designates the Project Manager and the Town designates the Code Enforcement Officer, as the authorized agents for all communications pursuant to this Agreement.

### Section 4. Response Time

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

- |                               |                            |
|-------------------------------|----------------------------|
| ▪ Minor Commercial Remodeling | 10 full business days      |
| ▪ Major Commercial Remodeling | 15 - 30 full business days |
| ▪ New Construction Commercial | 15 - 30 full business days |

### Section 5. Term

- A. The term of this Agreement shall be from January 1, 2020 to December 31, 2020.
- B. Termination by Either Party. Either SWBR or the Town may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party. However, the parties agree that the Agreement shall not be terminated between the dates of May 1 and October 31. Upon any termination of this Agreement, or upon expiration of the term, SWBR shall promptly turn over to the Town all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained. Final payment to SWBR, or reimbursement to the Town, shall be prorated to the date of termination.

### Section 6. Compliance with Laws

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

### Section 7. Liability and Indemnification

- A. The Town hereby covenants and agrees to indemnify, defend and hold harmless SWBR and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable

attorney's fees and costs of defense, incurred by SWBR as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.

- B. SWBR hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach, fault or intentional misconduct of SWBR in the conduct of work under this Agreement.
- C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement

#### Section 8 Independent Contractor: Neither Party Deemed Agent

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

#### Section 9 Prohibition against Assignment or Transfer

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

#### Section 10. Contract Deemed Executory, Covenant by Town

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

#### Section 11. Extent of Agreement

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

#### Section 12. Law

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

Section 13. No-Waiver

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

Section 14. Severability

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

Section 15. Conflicts of Interest

In the event that either the Town or SWBR believes that the fulfillment of duties by SWBR under the terms of this agreement may be construed as a conflict of interest by virtue of SWBR's relationship with persons or firms having an interest in the approval of construction projects, then SWBR may recuse themselves from performance on a case by case basis. Where such conflict is identified by SWBR, SWBR shall issue a written disclosure to the Town. Where necessary, SWBR shall make recommendations for the person or firm SWBR believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Town, will contract for those services directly with the Town.

Town of Pittsford

By:

\_\_\_\_\_  
William A. Smith, Jr., Supervisor

\_\_\_\_\_  
Date

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

By:

\_\_\_\_\_  
David J. Beinetti, President

\_\_\_\_\_  
Date



ROCHESTER OFFICE  
387 East Main St  
Rochester NY 14604  
585 232 8300  
rochester@swbr.com

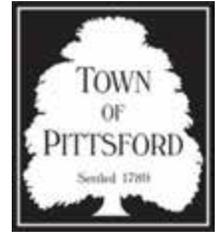
Architecture  
Graphic Design  
Interior Design  
Landscape Architecture  
Structural Engineering

## 2020 Town of Pittsford Hourly Rates

Principal	\$230.00
Sr. Structural Engineer	\$170.00
Sr. Interior Designer	\$155.00
Sr. Project Managers & Designers	\$155.00
Sr. Landscape Architect	\$155.00
Sr. Construction Administrator	\$150.00
Project Managers & Architects II	\$140.00
Sr. Technical Coordinators	\$140.00
Structural Engineer	\$140.00
Project Managers & Architects I	\$125.00
Sr. Graphic Designer	\$120.00
Interior Designer III	\$115.00
Landscape Designer II	\$115.00
Technical Coordinators / Senior Designers	\$110.00
Structural Designer	\$100.00
Interior Designer II	\$90.00
Project Designer II	\$90.00
Interior Designer I	\$85.00
Project Designer I	\$85.00
Landscape Designer I	\$85.00
Technical Assistants	\$75.00



# MEMORANDUM



**To:** Town Board Members

**From:** Robert B. Koegel

**Date:** December 13, 2019

**Regarding:** Agreement with MRB Group, P.C.

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

For the past several years, MRB Group, P.C. has been providing consulting engineering services to the Town, primarily relating to the Planning Board applications for subdivisions and site plans. The consultant's fees for such services are typically reimbursed to the Town from the applicant before the Planning Board.

Submitted herewith is a draft "Short Form of Agreement Between Owner and Engineer for Professional Services" that would continue our use of MRB's services for calendar year 2020. This year, the hourly rates for some categories of service have increased compared to last year, but they are still consistent with the rates of other engineering firms we retain, and of the marketplace in general. Finally, our Commissioner of Public Works, Town Engineer, and Director of Planning and Zoning have all reviewed these rates, and found them to be reasonable.

Parenthetically, we also retain MRB and other firms for engineering services for Town projects; however, those services are negotiated separately and result in an individual contract for each such project.

Since the proposed Agreement involves a contract for professional services requiring technical expertise, competitive bidding is not required.

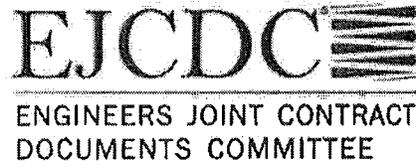
## RESOLUTION

I move that the Town Supervisor be authorized to sign the proposed "Short Form of Agreement Between Owner and Engineer for Professional Services" with MRB Group, P.C., for consulting engineering services.

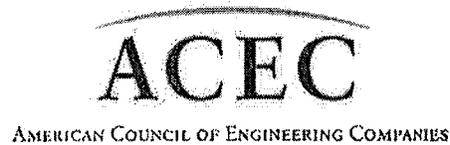
This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



### SPECIAL NOTE ON USE OF THIS FORM

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

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

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [January 1, 2020] ("Effective Date") between [Town of Pittsford] ("Owner") and [MRB Group Engineering, Architecture and Surveying, D.P.C.] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: [General Engineering Services] ("Project").

Engineer's services under this Agreement are generally identified as follows: [Engineering consultation for various general "Town Engineering" matters, as necessary and requested by Owner including, but not limited to review of subdivision plans and preparation of written recommendations thereon for the Town Planning Board, general consulting services to Owner including attendance at meetings of the Town Board, Town Planning Board and other agencies of the Owner, and field observations as necessary in connection with submitted subdivision plans and construction. Further description and related matters are included in Exhibit A, which form a part of the Agreement.] ("Services").

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. ~~Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.~~
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

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

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

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. ~~The total compensation for Services and reimbursable expenses is estimated to be \$[ ].~~

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

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
  - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

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

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for

or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

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

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

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

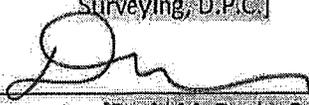
**Exhibit A – Further Description of Services, Responsibilities, time and Related Matters**

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

Owner: [Town of Pittsford]

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

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: Town Supervisor  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Print name: [David M. Doyle, P.E.]  
Title: [Vice President]  
Date Signed: \_\_\_\_\_

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

[0014548]

State of: [New York]

Address for Owner's receipt of notices:

[11 South Main Street, Pittsford, NY 14534]

Address for Engineer's receipt of notices:

[145 Culver Road, Suite 160, Rochester, NY 14620]

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 1, 2020.

## **Engineer's Standard Hourly Rates**

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### **A. Standard Hourly Rates:**

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and ~~2.03~~, and are subject to annual review and adjustment.

### **B. Schedule of Hourly Rates:**

<b>CATEGORY</b>	<b>RATE</b>
Senior Project Manager	\$189.00
Senior Economic Manager	\$185.00
Project Manager	\$175.00
Senior Analyst	\$155.00
Sr. Civil Engineer	\$165.00
Civil Engineer III	\$140.00
Civil Engineer II	\$120.00
Civil Engineer I	\$110.00
Senior Technician	\$155.00
Senior Process Manager	\$120.00
Process Manager	\$95.00
Sr. GIS Analyst	\$125.00
Sr. Design Technician	\$125.00
Design Technician I	\$90.00
Design Technician II	\$105.00
Senior Architect	\$180.00
Architect III	\$140.00
Architect II	\$120.00
Architect I	\$110.00
Associate Architect	\$105.00
Senior Planning Associate	\$135.00
Planning Associate	\$110.00
Construction Administrator	\$80.00
Construction Facility Observation	\$90.00
Construction Utility Observation	\$85.00
Administrative Assistant	\$65.00
Reproduction Coordinator	\$65.00
Specialty Rate	\$180.00

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Appendix 1, Standard Hourly Rates Schedule.

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

**EXHIBIT A**  
**Agreement between Town of Pittsford and MRB Group**  
**2020**

**Further Description of Services, Responsibilities, Time, and Related Matters**

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

**Engineer's Services**

A. Engineer shall:

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

**Owner's Responsibilities**

Owner shall, at its expense:

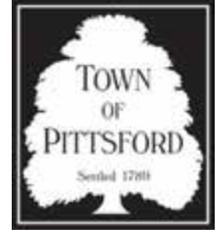
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objective and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available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

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

### **Times for Completion**

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

# MEMORANDUM



**To:** Town Board Members

**From:** Robert B.Koegel

**Date:** December 13, 2019

**Regarding:** Dedication of Bridleridge Farms Open Space "B" (Clover Street, Red Barn)

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

We have received a Warranty Deed from Bridleridge Farms, LLC for dedication of a parcel of land totaling approximately 10.285 acres, including a red barn, as open space. The land is located on the west side of Clover Street south of the intersection of Reeves Road with Clover Street.

Submitted herewith is a copy of the Offer of Dedication, which includes a legal description of the premises to be dedicated and a map showing the location of the proposed land dedication. Also submitted herewith is a copy of a proposed Agreement between Bridleridge Farms, LLC and the Town, obligating Bridleridge Farms to undertake and complete, to the Town's sole satisfaction, the demolition of certain outbuildings on the dedication parcel and the restoration of the red barn and its adjacent lawn area at 3751 Clover Street no later than June 20, 2020.

This memorandum confirms that I have received and reviewed the Offer of Dedication, the proposed Deed, the proposed Agreement, the Environmental Assessment, and related filing documents, all of which are in good order.

It is recommended that the Town Board adopt a resolution accepting the proposed dedication, following which I will arrange to have the Deed recorded in the County Clerk's office.

If the Board determines to take action on this matter, I suggest the following resolution:

## **RESOLUTION**

I move that the Offer of Dedication of a parcel of land totaling approximately 10.285 acres of land known as Bridleridge Farms Open Space "B" be accepted, and that the Supervisor be authorized to execute the Agreement between Bridleridge Farms, LLC and the Town, all in accordance with the formal resolution submitted herewith.

## OFFER OF DEDICATION OF PUBLIC LAND

This Offer of Dedication of Public Land, made the 13th day of December, 2019, between Bridleridge Farms LLC, having an address of 30 Grove Street, Pittsford, New York 14534 ("Owner"), and the Town of Pittsford, a municipal corporation, having its principal office at 11 South Main Street, Pittsford, New York, ("Town").

### WITNESSETH:

WHEREAS, the Owner is the owner of the land described in Schedule "A" and depicted in Schedule "B" annexed hereto, consisting of approximately 10.285 acres of land and known as "Open Space Parcel B", and is offering to dedicate the same to the Town, pursuant to the provisions of Section 64 of the Town Law of the State of New York, and subject to the terms and conditions prescribed by the Town Board;

NOW, THEREFORE, the Owner does hereby offer to dedicate to the Town and its successors forever for public purposes all land described in Schedule "A" and depicted in Schedule "B" annexed hereto.

TO HAVE AND TO HOLD the above granted premises unto the Town and its successors forever as fully as if the same had been acquired in fee by condemnation proceedings.

FURTHER, the Owner releases the Town, its officers or agents, from any and all claims by reason of the use of the foregoing lands for public purposes; and

FURTHER, the Owner agrees to arrange for and provide to the Town, a full Instrument Survey, Phase I Environmental Audit, Deed with boundary descriptions and a current Abstract of Title for lands offered for dedication. The foregoing will be provided at the expense of the Owner; and

FURTHER, the Owner agrees to pay to the Town any taxes that are currently due or will become due on the offered property as a result of the assessment roll in effect immediately prior to the acceptance of the offered property by the Town's Town Board.

IN WITNESS WHEREOF the Owner has duly executed this Offer of Dedication the day and year first above written.

BRIDLERIDGE FARMS LLC, Owner

By:   
Theodore F. Spall, Jr. Member

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On the 13th day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore F. Spall, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

DIANE M COSTENOBLE  
NOTARY PUBLIC-STATE OF NEW YORK

No. 01CO6364595

Qualified in Monroe County

My Commission Expires 9/18/21

Property Address: Open Space B, Clover Street, Pittsford, NY

Tax Account Numbers: Part of 191.01-1-19 and Part of 191.01-1-18

## Schedule A

8/27/18

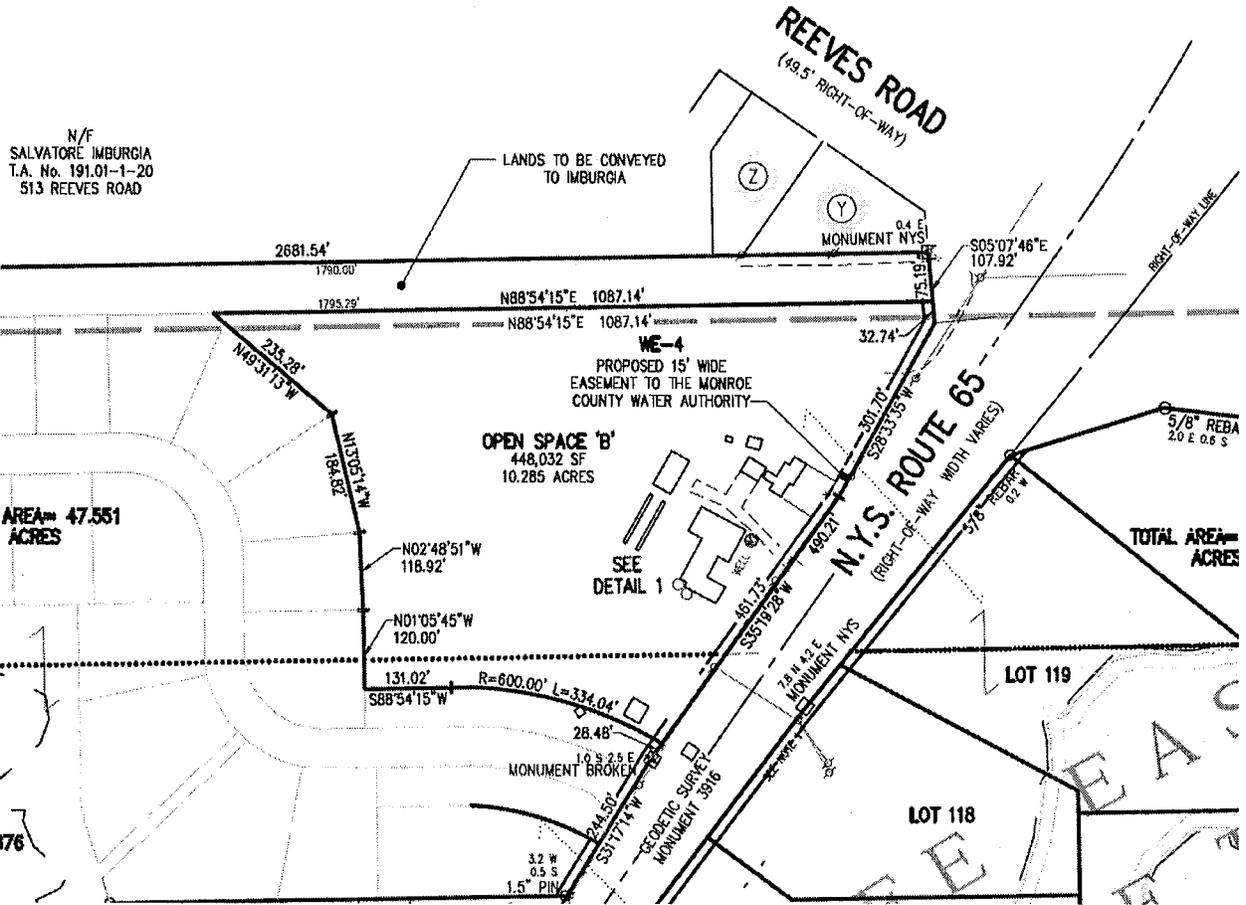
### Description of Open Space 'B'

ALL THAT TRACT OR PARCEL OF LAND containing 10.285 acres more or less, situate in the Phelps and Gorham Purchase, Township 12, Range 5, Town Lot 42 & 44, Town of Pittsford, County of Monroe, and State of New York, as shown on the drawing entitled " Bridleridge Farms, Section 1, Subdivision Plat, being a Subdivision of Lands of Bridleridge Farms, LLC and Resubdivision of the Loss Subdivision at the Matthews Property (L. 341 M., P. 88)," prepared by BME Associates, having drawing number 2165SA-02, last revised July 11, 2018, being more particularly bounded and described as follows:

Commencing at a point, said point being the intersection of the southerly boundary line of lands now or formerly of Michael & Esther Grakowsky (T.A. No. 191.01-1-21) with the westerly right-of-way line of South Clover Street (N.Y.S. Route 65) (Right-of-Way Width Varies); thence

- A. S 05°07'46" E, along said westerly right-of-way line of South Clover Street, a distance of 75.19 feet to the Point of Beginning; thence
  1. S 05°07'46" E, continuing along said westerly right-of-way line of South Clover Street, a distance of 32.74 feet to a point; thence
  2. S 28°33'35" W, continuing along said westerly right-of-way line of South Clover Street, a distance of 301.70 feet to a point; thence
  3. S 35°19'28" W, continuing along said westerly right-of-way line of South Clover Street, a distance of 461.73 feet to a point; thence
  4. Westerly, along a non-tangent curve to the left, having a radius of 600.00 feet and a chord bearing of N 75°08'48" W, a distance of 334.04 feet to a point; thence
  5. S 88°54'15" W, a distance of 131.02 feet to a point; thence
  6. N 01°05'45" W, a distance of 120.00 feet to a point; thence
  7. N 02°48'51" W, a distance of 118.92 feet to a point; thence
  8. N 13°05'14" W, a distance of 184.82 feet to a point; thence
  9. N 49°31'13" W, a distance of 235.28 feet to a point; thence
  10. N 88°54'15" E, a distance of 1,087.14 feet to the Point of Beginning.

# Schedule B



## **BRIDLERIDGE FARMS OPEN SPACE PARCEL "B" AGREEMENT**

This Agreement between Bridleridge Farms LLC, a limited liability company having an address of 30 Grove Street, Pittsford, New York 14534, (hereinafter referred to as the "Owner") and the Town of Pittsford, a municipal corporation with offices at 11 South Main Street, Pittsford, New York 14534 (hereinafter referred to as the "Town") is entered into as of this 13th day of December, 2019.

WHEREAS, the Owner is the owner of certain land, including a red barn located at 3571 Clover Street, consisting of approximately 10.285 acres of land and known as "Open Space Parcel B," and is offering to dedicate the same to the Town pursuant to the provisions of Section 64 of the Town Law of the State of New York, and as part of its development of the "Bridleridge Farms Subdivision" and subject to the terms and conditions prescribed by the Town Board and the Town Planning Board; and

WHEREAS, among the conditions of approval of the Bridleridge Farms Subdivision is the requirement that the Owner undertake and complete the demolition of certain outbuildings adjacent to the red barn and the restoration of the red barn and its adjacent lawn area on Open Space Parcel B in accordance with a memorandum, dated June 13, 2019, from the Town to the Owner, a copy of which is annexed hereto; and

WHEREAS, the Owner has undertaken the tasks set forth in the memorandum, but has been unable to complete those tasks prior to the onset of winter due to unforeseen circumstances beyond the Owner's control; and

WHEREAS, the Owner is ready, willing, and able to commit to the completion of the tasks set forth in the memorandum no later than the expiration of spring 2020;

NOW, THEREFORE, in consideration of the mutual promises set forth below, it is hereby agreed as follows:

1. The Owner shall undertake and complete all of the tasks set forth in the memorandum to the sole satisfaction of the Town no later than June 20, 2020.

2. For so long as the Owner, and all persons acting on its behalf, is present on Open Space Parcel B to complete the tasks set forth in the memorandum, the Owner will maintain, at its sole cost and expense, broad form comprehensive liability insurance in an amount sufficient to claims relating to Owner's activities on Open Space Parcel B,

with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, naming the Town as an additional insured.

3. The Owner will furnish to the Town a certificate of insurance evidencing the coverage required by Paragraph 2 herein, which certificate will provide that the insurer will not cancel or reduce the coverage without giving the Town at least ten (10) days prior written notice. The Owner will furnish the Town a copy of the insurance policy referred to above within ten (10) days of a receipt of such a request from the Town.

4. To the extent permissible by law, the Owner shall indemnify and hold the Town, its officers, employees and agents, harmless from and against all claims, losses and expenses, including but not limited to, attorney's fees, arising out of the Owner's use of Open Space Parcel B to complete the tasks set forth in the memorandum, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including loss of use resulting therefrom except to the extent caused by the Town's negligent act, misconduct or omission. The Town shall indemnify and hold the Owner, its officers, employees and agents, harmless for all claims, losses and expenses, including but not limited to attorney's fees, which arise from any negligent act, misconduct or omission by the Town.

5. Neither the Owner nor the Town may transfer or assign its rights and obligations with respect to this Agreement without prior written approval of the other party.

6. Any notice which may be or is required to be given under the terms of this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, return receipt requested, as follows:

If to the Owner:  
Theodore F. Spall, Jr.  
Bridleridge Farms LLC  
30 Grove Street  
Pittsford, New York 14534

If to the Town:  
Supervisor William A. Smith, Jr.  
Town of Pittsford  
11 South Main Street  
Pittsford, New York 14534

Any notice, which is mailed, shall be deemed to have been given on the date it was mailed.

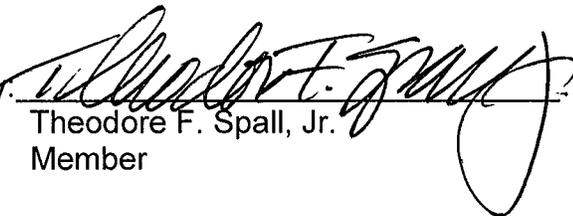
7. This Agreement shall be construed and enforced under the laws of the State of New York.

8. Should any cause or provision of this Agreement be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the remaining portions of this Agreement unless the result would be manifestly inequitable or unjust.

9. This Agreement constitutes the entire Agreement between the Owner and the Town with respect to the Owner's use of Parcel B to complete the tasks set forth in the memorandum, and no other representations, inducements, promises or agreements, oral or otherwise, not appearing herein shall be of any force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Bridleridge Farms LLC

By:   
Theodore F. Spall, Jr.  
Member

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William A Smith, Jr.  
Supervisor  
Town of Pittsford

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On the 13<sup>th</sup> day of December, in the year 2019, before me, the undersigned, personally appeared Theodore F. Spall, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public  
DIANE M COSTENOBLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CO6364595  
Qualified in Monroe County  
My Commission Expires 9/18/21

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

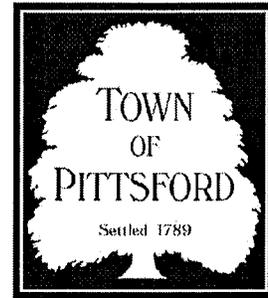
On the \_\_\_\_ day of December, in the year 2019, before me, the undersigned, personally appeared William A. Smith, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

# MEMORANDUM

**To:** Bridleridge Farms LLC  
**CC:** File, Planning Board, Mark Lenzi  
**From:** Paul Schenkel - Commissioner of Public Works  
**Date:** June 13, 2019  
**Regarding:** Restoration of Bridleridge Farms Red Barn



The Town Board approved acceptance of the main 2-story Red Barn, located at 3571 Clover Street, as part of the Bridleridge Farms Subdivision. Adjacent outbuildings will be demolished, and the Developer has agreed to restore the barn and adjacent lawn area. For the Town of Pittsford to accept the barn:

The following has been agreed upon by the Town and the Developer.

Demolition of Existing home/barns except "Red Barn" (Demo Permit Required, 60 day waiting period)

- All outbuildings including silos, and dairy barn addition be demolished.
- All debris removed off-site (including concrete flooring, framing and siding).
- Concrete flooring and foundation will be removed and backfilled with clean fill including at least 6" of topsoil.

Restoration of Main Red Barn (Building Permit required at no charge, with typical inspections)

- Masonry
  - Existing concrete floor will be repaired or replaced, dirt floor, if any, will be graded and covered with 4" tamped #2 crusher run.
  - All existing gaps in the foundation wall will be pointed up. Foundation wall impacted by removal of addition **will be replaced** if necessary. Replacement foundation may require review by a licensed Architect/engineer.  
(Current Foundation is an amalgamation of stone and block).
- Framing
  - All weak or missing flooring including the joists will be repaired or replaced.
  - Any structural framing that is either missing or ineffective will be replaced. Fill in areas of walls that require backing for installation of siding (due to past remodeling). This work may be partially completed with materials from demolition and new materials. Design evaluation may be required by a licensed Architect/Engineer.
  - Replace broken windows
- Electrical
  - Evaluate existing, (likely remove, with no replacement)
- Siding
  - All damaged or missing areas of siding will be replaced with reasonably similar salvaged siding from the site or newly milled 1" X 6" pine.

- Paint and Stain
  - Entire barn will be coated in at least 2 coat of red premium stain.
- Roofing
  - Removal of existing roof
  - Damaged rafters must be repaired or replaced.
  - New plywood, roofing felt, ice and water shield, flashing, drip edge and edging, and limited warranty asphalt shingles must be used for installation (Limited Lifetime Warranty).
  - New oversized gutters, downspouts and splash blocks will be installed.
- Landscaping
  - At least 1.5 acres of lawn area around the barn will be cleared, graded and seeded for a manicured lawn. Positive grading away from the barn will be required and the Town will assist on locating the lawn area.

\*All on-going work associated with the renovations including a final inspection must meet the acceptance of the Town of Pittsford Building Inspector.

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 17th day of December, 2019.

PRESENT: William A. Smith, Jr., Supervisor  
Katherine Bohne Munzinger, Deputy Supervisor  
Kevin S. Beckford, Councilman  
Matthew J. O'Connor, Councilman  
Stephanie Townsend, Councilwoman

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In the Matter

Of

**RESOLUTION OF TOWN  
BOARD ACCEPTING  
DEDICATION**

THE DEDICATION OF ONE (1) PARCEL OF LAND (±10.285 acres), KNOWN AS "OPEN SPACE PARCEL B," A PORTION OF TAX ACCOUNT#s 191.01-1-19 and 191.01-1-18, PART OF SUBDIVISION OF LANDS OF BRIDLERIDGE FARMS, LLC, CLOVER STREET, TOWN OF PITTSFORD, COUNTY OF MONROE, AND STATE OF NEW YORK

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WHEREAS, Bridleridge Farms, LLC., by "Offer of Dedication of Public Land", dated December 6, 2019, has offered to dedicate one (1) parcel of land in the Town of Pittsford, Monroe County, New York, consisting of approximately 10.285 acres, as shown on a drawing prepared by BME Associates entitled, "Bridleridge Farms, Section 1, Subdivision Plat," last revised July 11, 2018, and such Offer has been presented to the Town Board of the Town of Pittsford, and it appearing therefrom to the satisfaction of the Town Board that the lands so offered for dedication have been and are properly surveyed and mapped and should be accepted as Lands of said Town, and that all claims for damage have been properly released; and

WHEREAS, Bridleridge Farms, LLC has executed an Agreement with the Town to undertake and complete, to the Town's sole satisfaction, the demolition of certain outbuildings on the dedication parcel and the restoration of a red barn and its adjacent lawn area at 3571 Clover Street no later than June 20, 2020

NOW, on Motion duly made and seconded, it was

RESOLVED, that the Town Board of the Town of Pittsford does hereby consent that the aforesaid land, located in the Town of Pittsford, Monroe County, New York, and as more particularly described as set forth on "Schedule A" of the Offer, be accepted in dedication as open space; and be it further

RESOLVED, that any taxes that are currently due or will become due on said parcels of land, as a result of the assessment roll in effect at the time of this acceptance, shall be the responsibility of the grantor dedicating the parcel of land to the Town; and be it further

RESOLVED, that the Supervisor is authorized to execute the Agreement obligating Bridleridge Farms, LLC to undertake and complete, to the Town's sole satisfaction, the demolition of certain outbuildings on the dedication parcel and the restoration of the red barn and its adjacent lawn area at 3571 Clover Street in accordance with the terms of the Agreement.

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

William A. Smith, Jr., Supervisor	VOTING	_____
Katherine Bohne Munzinger, Deputy Supervisor	VOTING	_____
Kevin S. Beckford, Councilman	VOTING	_____
Matthew J. O'Connor, Councilman	VOTING	_____
Stephanie Townsend, Councilwoman	VOTING	_____

The Resolution was thereupon declared duly adopted.

DATED: December 17, 2019.

\_\_\_\_\_  
Linda M. Dillon, Town Clerk

I, Linda M. Dillon, Pittsford Town Clerk, 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 December, 2019.

\_\_\_\_\_  
Linda M. Dillon, Town Clerk



# RESOLUTION

**To:** Town Board

**From:** Greg Duane

**Date:** December 9, 2018

**Regarding:** General Reserve Appropriation for 2020

**For Meeting On:** December 17, 2019

The 2020 budget calls for \$ 450,000.00 to be appropriated from the General Reserve. These funds would be used to offset capital costs of various equipment purchases and building improvements. The transfer of these funds needs to be approved by the Town Board and would be subject to a 30 day permissive referendum. In order to start this process, I would ask that the following resolution be passed.

**Resolved, that \$450,000.00 be appropriated from the General Reserve Fund and transferred to the General Fund to offset the cost of capital purchases scheduled for the FY2020. Be it further resolved, that this resolution is subject to permissive referendum.**

# MEMORANDUM

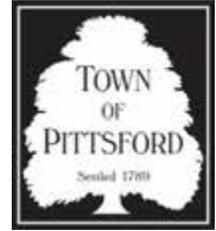
**To:** Town Board

**From:** Greg Duane

**Date:** December 12, 2019

**Regarding:** Surplus Inventory

**For Meeting On:** December 17, 2019



**Be it Resolved, that the following list of equipment be declared surplus/junk and be removed from the Town's Inventory:**

<u>Asset #</u>	<u>Year</u>	<u>Description</u>	<u>Department</u>	<u>Cost</u>	<u>Disposition</u>
12387	2002	AED Defibrillator	Rec	\$1,873.20	Trade-in
13951	2003	AED Defibrillator	Parks	\$1,896.60	Trade-in
13952	2003	AED Defibrillator	Sewer	\$1,896.60	Trade-in
13953	2003	AED Defibrillator	Court	\$1,896.60	Trade-in
13954	2003	AED Defibrillator	Library	\$1,896.60	Trade-in
13955	2003	AED Defibrillator	Hwy	\$1,896.60	Trade-in
13956	2003	AED Defibrillator	Hwy	\$1,896.60	Trade-in
13957	2003	AED Defibrillator	DPW	\$1,896.60	Trade-in
13958	2003	AED Defibrillator	Town Clerk	\$1,896.60	Trade-in
13959	2003	AED Defibrillator	Bldg. Maint.	\$1,896.60	Trade-in
14032	2004	AED Defibrillator	Seniors	\$1,614.50	Trade-in
14033	2005	AED Defibrillator	Rec	\$1,599.00	Trade-in
				<b>\$22,156.10</b>	

## **Budget Transfers & Amendment**

### **Be it resolved that the following budget transfers are approved:**

That \$ 10,421.00 be transferred from 1.1990.4000.1.1 (WT Contingency – Expense) to 1.5182.4202.1.4 (Street Lighting – Gas & Electric) to pay for the unexpired life of street lights being changed out to LED street lights.

That \$ 200.00 be transferred from 1.1230.1000.1.1 (community Services – Salaries) to 1.1420.1000.1.1 (Town Attorney – Salaries) to cover salaries for FY2019.

That \$ 30,696.00 be transferred from 1.1989.2001.1.1 (WT – Computer Replacement Schedule) and \$ 11,022.00 be transferred from 1.1989.2001.1.1 (WT – Office Equipment Replacement Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and these funds then be transferred to the Whole Town Office Equipment Capital Reserve.

That \$ 34,000.00 be transferred from 1.1990.4000.1.1 (WT Contingency – Expense) to 1.2620.1000.1.2620 (Bldg. Maintenance – Salaries) to cover salaries for FY2019.

That \$ 6,124.00 be transferred from 1.1989.2025.2.7 (WT Parks – Equipment Schedule) and \$1,494.00 be transferred from 1.1989.2029.1.1 (WT Admin – Equipment Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and these funds then be transferred to the Whole Town Equipment Capital Reserve.

That \$ 1,500.00 be transferred from 2.1990.4000.1.1 (PT contingency – Expense) to 2.3620.1000.18.1 (Code Enforcement – Salaries) to cover salaries for FY2019.

That \$ 2,000.00 be transferred from 2.1990.4000.1.1 (PT contingency – Expense) to 2.9030.8000.1.1 (PT – Social Security) to cover salaries for FY2019.

That \$ 671.00 be transferred from 2.1989.2001.1.1 (PT – Computer Replacement Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and these funds then be transferred to the Part Town Office Equipment Capital Reserve.

That \$ 1,997.00 be transferred from 2.1989.2029.1.1 (PT Admin – Equipment Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and these funds then be transferred to the Part Town Equipment Capital Reserve.

That \$ 23,000.00 be transferred from 4.9060.8000.50.4 (WT Hwy – Hospitalization) and \$ 12,000.00 from 4.9010.8000.50.4 (WT Hwy – Retirement) to 4.5142.4119.50.4 (WT Hwy – Salt) to purchase road salt.

That \$ 525.00 be transferred from 6.1989.2001.1.6 (PSD – Computer Replacement Schedule) and \$ 500.00 be transferred from 6.1989.2001.1.6 (PSD – Office Equipment Replacement Schedule) to 6.9950.9000.1.6 (PSD – Transfer to Capital) and these funds then be transferred to the Sewer Office Equipment Capital Reserve.

That \$ 280.00 be transferred from 6.1989.2029.2.6 (PSD Admin – Equipment Schedule) to 6.9950.9000.1.6 (PSD – Transfer to Capital) and these funds then be transferred to the Sewer Equipment Capital Reserve.

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

That line item 3.7410.4000.25.3 (Library – Program Expense) be increased by \$1,400.00. The source of these funds will be a grant from the Monroe County Library System.

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
ACTION TELEPHONE EXCHANGE	PJS	145168	198012102019	AFTER HOURS ANSWERING SERVICE - DEC 2019	148.31
				<b>VENDOR TOTAL</b>	<b>148.31</b>
ADAMS LECLAIR LLP	GJD	145058	41256	ASSESSMENT ATTY: CNB	60.00
	GJD	145058	41257	ASSESSMENT ATTY: HEATHER HEIGHTS	210.00
	GJD	145058	41259	ASSESSMENT ATTY: NORHTFIELD COMMONS	120.00
	GJD	145058	41261	ASSESSMENT ATTY: CENTURYLINK COMM	90.00
				<b>VENDOR TOTAL</b>	<b>480.00</b>
ADMAR SUPPLY COMPANY, INC	PJS	144873	2010150-0001	GASKETS	2.22
	PJS	144906	1996019-0004	EXCAVATOR RENTAL 10/29-11/14	2,260.00
				<b>VENDOR TOTAL</b>	<b>2,262.22</b>
ALLIANCE DOOR & HARDWARE	PJS	144863	217923	FIX GARAGE DOORS	125.00
	PJS	145190	52850	FLOOR STOPS	50.70
	PJS	145141	218130	EMERGENCY DOOR REPAIR	500.00
				<b>VENDOR TOTAL</b>	<b>675.70</b>
AMERICAN EQUIPMENT LLC	PJS	144862	55129-07	EXCAVATOR RENTAL	4,050.00
				<b>VENDOR TOTAL</b>	<b>4,050.00</b>
AMERICAN RED CROSS	JRH	144947	22239598	SYDNEY MOONEY - CPR/AED FOR PROFESSIONAL	90.00
				<b>VENDOR TOTAL</b>	<b>90.00</b>
AMERICAN ROCK SALT CO.	PJS	144894	0616036	880 TON	25,140.11
	PJS	144894	0616319	880 TON	23,127.63
	PJS	145218	0620567	SALT	18,901.97

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>67,169.71</b>
ANDERSON EQUIP CO NY INC	PJS	145205	02190282320	BRACKETS FOR ROLLER	203.45
	PJS	145205	02190304820	CREDIT	-186.74
				<b>VENDOR TOTAL</b>	<b>16.71</b>
ANIMAL HOSPITAL OF	GJD	144880	265717	BOARDING AND VET FEES FOR OCTOBER 2019	124.00
				<b>VENDOR TOTAL</b>	<b>124.00</b>
ASSOCIATION OF TOWNS OF NEW YORK STATE	GJD	145062	2020	2020 ASSOCIATION DUES	1,500.00
				<b>VENDOR TOTAL</b>	<b>1,500.00</b>
AUTO VALUE PARTS STORES	PJS	145109	524046/L	WIPER BLADES	10.52
				<b>VENDOR TOTAL</b>	<b>10.52</b>
AVARUS SOLUTIONS, LLC	JB	144878	2784	AXIS T94F01M J-BOX/ GANG BOX MOUNTING PL	58.00
				<b>VENDOR TOTAL</b>	<b>58.00</b>
AVILA - SMITH	GJD	145064	20191119	INTERRETING SERVICES 10/1-11/19/19	300.00
				<b>VENDOR TOTAL</b>	<b>300.00</b>
BAND PARTS PLUS	PJS	144890	749014	ANTI FREEZE FOR TUB, FILTERS	26.97
	PJS	144890	748871	ANTI FREEZE FOR TUB, FILTERS	28.04
	PJS	144919	749436	TAIL LIGHTS	45.22
	PJS	144919	811136	CREDIT	-29.51
	PJS	144910	748573	ANTIFREEZE AND SNOWBRUSH	34.36
	PJS	144929	749557	ROTORS AND BRAKES	527.78

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
BAND PARTS PLUS	PJS	144929	749646	REFUND FOR ROTORS	-259.95
	PJS	145148	749818	WIPER BLADES	21.61
	PJS	145148	749855	WIPER BLADES	54.90
	PJS	145178	750252	QUART PLOW OIL, FILTER	15.04
	PJS	145178	750025	QUART PLOW OIL, FILTER	6.78
				<b>VENDOR TOTAL</b>	<b>471.24</b>
BEEMAN	JRH	145119	2019/12/BEEMAN	YOUTH THEME DANCE INSTRUCTOR PAYMENT	201.60
				<b>VENDOR TOTAL</b>	<b>201.60</b>
BENEFIT RESOURCE INC	GJD	145061	446056	MONTHLY FSA ADMIN FEE: NOV 2019	125.00
				<b>VENDOR TOTAL</b>	<b>125.00</b>
BERMAN	JRH	144954	SUMMERFUNCOTTONCANDIES	SUMMER FUN RICK'S CONCESSIONS (COTTON CA	348.00
				<b>VENDOR TOTAL</b>	<b>348.00</b>
BLAIR SUPPLY CORP	PJS	145146	1236536-2	PIPE FOR ARLINGTON	4,630.08
	PJS	145209	1236536-4	PIPE FOR ARLINGTON	2,215.36
				<b>VENDOR TOTAL</b>	<b>6,845.44</b>
BONISTEEL	JRH	145118	2019/12/BONISTEEL	MUSIC TIME INSTRUCTOR PAYMENT	88.20
				<b>VENDOR TOTAL</b>	<b>88.20</b>
BRIGHTON MOWER SERV., INC	PJS	144932	82595	BLET FOR LEAF COLLECTOR	43.98
				<b>VENDOR TOTAL</b>	<b>43.98</b>
BSN SPORTS LLC	PJS	145144	907410045	BASKETBALL NETS	11.98

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	11.98
CALEDONIA DIESEL LLC	PJS	145151	W47912	REPAIRS #454	241.41
				VENDOR TOTAL	241.41
CAMPBELLNET SOLUTIONS	JB	144879	2019549	ZULTYS PHONE SYSTEM MAINTENANCE 12/15/20	7,276.00
				VENDOR TOTAL	7,276.00
CARRON NET CO., INC.	JRH	145171	342014	PARENT/CHILD PLAYTIME PROGRAM SUPPLIES	180.31
				VENDOR TOTAL	180.31
CASELLA WASTE MANAGEMENT OF N.Y., INC.	PJS	144915	206999	PARKS DISPOSAL	537.64
	PJS	144915	205502	PARKS DISPOSAL	366.87
	PJS	144915	205504	HIGHWAY DISPOSAL	102.80
	PJS	144915	205503	HIGHWAY DISPOSAL	247.38
	PJS	144915	205505	SCC DISPOSAL	215.04
	PJS	144915	205506	KBP DISPOSAL	169.25
	PJS	144915	205507	LIBRARY DISPOSAL	679.12
	PJS	144915	205509	5611 DISPOSAL	8.75
	PJS	144915	205508	5611 DISPOSAL	74.25
				VENDOR TOTAL	2,401.10
CASTLE BRANCH INC	GJD	145060	0725710-IN	EMPLOYEE SCREENING	240.00
				VENDOR TOTAL	240.00
CATALOG AND COMMERCE SOLUTIONS, LLC	JB	145237	2079	WEBSITE MANAGEMENT/SUPPORT - 1ST QUARTER	1,500.00

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>1,500.00</b>
CAVALLARO	JRH	145126	2019/12/CAVALLARO	ELA REVIEW INSTRUCTOR PAYMENT	140.00
				<b>VENDOR TOTAL</b>	<b>140.00</b>
CCP INDUSTRIES	PJS	145163	IN02437241	JACKET AND SAFETY VESTS	91.40
				<b>VENDOR TOTAL</b>	<b>91.40</b>
CHASE CARD SERVICES	GJD	144968	120319	CANDLELIGHT NIGHT SUPPLIES	148.93
	JB	145156	1600008027	GODADDY: DELUXE (OV) WILDCARD SSL (2 YEA	687.98
	JB	145083	111276	CLOUDCOVER MUSIC 1-YEAR SUBSCRIPTION	193.86
				<b>VENDOR TOTAL</b>	<b>1,030.77</b>
CLOVER PHYSICAL THERAPY, P.C.	JRH	144981	2019/11/PHYSICALTHERAPY	SENIORS BALANCE CLASSES NOVEMBER '19 - C	50.00
				<b>VENDOR TOTAL</b>	<b>50.00</b>
COLONY HARDWARE CORP.	PJS	144860	160921-1911	RAGS	114.26
	PJS	145233	209274-1912	SHOVELS	64.50
	PJS	145233	206585-1912	SHOVELS, GREASE GUNS, BRUSHES, MISC	345.50
				<b>VENDOR TOTAL</b>	<b>524.26</b>
COMMUNITY DESIGN CENTER ROCHESTER, INC.	JRH	145173	2019/LUNCHEON	RESHAPING ROCHESTER AWARDS LUNCHEON ON 1	165.00
				<b>VENDOR TOTAL</b>	<b>165.00</b>
CONSTELLATION NEW ENERGY, INC.	PJS	145096	16242936701	PARK ROAD PS	89.98
	PJS	145096	16242930001	BRICKSTON DR PS	3.05
	PJS	145096	16250664501	CANDLEWOOD DR PS	9.79

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CONSTELLATION NEW ENERGY, INC.	PJS	145096	16240926201	PITTSFORD MANOR LANE PS	59.66
	PJS	145095	16242914801	ELECT - TOWN BUILDINGS	130.02
	PJS	145212	16269578501	LIBRARY	1,597.79
	PJS	145212	16269578101	HIGHWAY	965.80
	PJS	145212	16269579001	PSD	196.45
	PJS	145212	16269577801	TOWN HALL	885.35
	PJS	145212	16270288401	PORT OF PITTSFORD	20.21
	PJS	145212	16242914802	KINGS BEND	130.02
	PJS	145210	16270288501	4358 EAST AVE	0.00
	PJS	145210	16270288801	GREYTHORNE	53.24
	PJS	144972	16230072901	LEHIGH STATION PS	54.86
	PJS	144972	16230072001	DUNNEWOOD CT PS	86.40
	PJS	144972	16238778001	REITZ PARKWAY PS	134.96
	PJS	144992	16238778101	ELECT - TOWN BUILDINGS	127.88
	GJD	145111	16270289101	STREET LIGHTS: 1 - 2 POLE DIST	131.70
	GJD	145111	16270289301	STREET LIGHTS: 3 - 6 POLE DIST	125.65
	GJD	145111	16270289401	STREET LIGHTS: 7 OR MORE POLE DIST	240.78
	GJD	145111	16270289701	STREET LIGHTS: STONETOWN DIST	37.41
	GJD	145111	16270289001	STREET LIGHTS: TOWN @ LARGE	589.02
					<b>VENDOR TOTAL</b>
CORCRAFT PRODUCTS	PJS	145189	690901	LWCF SIGNS	82.35
				<b>VENDOR TOTAL</b>	<b>82.35</b>
COUNTRYMAN	PJS	144909	112619	MILEAGE REIMBURSEMENT	16.24
				<b>VENDOR TOTAL</b>	<b>16.24</b>
CREIGHTON SELF-DEFENSE INC	JRH	145125	2019/12/CREIGHTON	KARATE INSTRUCTOR PAYMENT	2,920.70
				<b>VENDOR TOTAL</b>	<b>2,920.70</b>
CROSSROADS HIGHWAY SUPPLY	PJS	145180	19832	POUNDER FOR SHOP	2,825.00

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>2,825.00</b>
CSX TRANSPORTATION	PJS	144951	8381783	ANNUAL FEE - PIPELINE CROSSING - EAST RO	494.57
				<b>VENDOR TOTAL</b>	<b>494.57</b>
DE LA COLINADOLORES	JRH	145140	2019/12/COLINA	SPANISH INSTRUCTOR PAYMENT	913.50
				<b>VENDOR TOTAL</b>	<b>913.50</b>
DEBBIE SUPPLY INC	PJS	145167	638249	BEE SPRAY, BITS	91.24
	PJS	145167	637755	BATTERIES	6.28
	PJS	145150	640101	PAINT FOR MAILBOXES	43.15
				<b>VENDOR TOTAL</b>	<b>140.67</b>
DECKMAN OIL COMPANY	PJS	144875	719487	OIL DRUM, 10W-30, PUMP	328.74
	PJS	144905	719581	BLU DEF	453.60
				<b>VENDOR TOTAL</b>	<b>782.34</b>
DELL MARKETING L.P.	JB	144881	10354039902	VLA WINDOWS SERVER STD PER 2 CORE LICENS	468.90
	JB	144914	10354406381	MICROSOFT WINDOWS RDS USER CALS 2019	839.30
				<b>VENDOR TOTAL</b>	<b>1,308.20</b>
DEMOCRAT & CHRONICLE	GJD	145092	DC1187406: 1/20	SUBSCRIPTION RENEWAL: 11/1/19 - 1/31/20	140.00
				<b>VENDOR TOTAL</b>	<b>140.00</b>
DILLON	GJD	145225	12/05/2019	MILEAGE REIMBURSEMENT	21.15

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>21.15</b>
DIRECT ENERGY BUSINESS MARKETING, LLC	PJS	145213	HS91577131	DIRECT ENERGY TOWN WIDE AND PUMP STATION	1,517.61
	PJS	144950	HS91524021	DIRECT ENERGY TOWN WIDE AND PUMP STATION	325.93
				<b>VENDOR TOTAL</b>	<b>1,843.54</b>
DIVAL SAFETY EQUIP., INC	PJS	144927	2688863	LATEX GLOVES	146.50
				<b>VENDOR TOTAL</b>	<b>146.50</b>
DOYLE SECURITY SYSTEMS	PJS	145230	884756	QUARTERLY ALARM MONITORING 1/1/20 - 3/31	156.81
				<b>VENDOR TOTAL</b>	<b>156.81</b>
DUANE	CLF	145067	2019-12	EXPENSE REIMBURSEMENT	180.42
				<b>VENDOR TOTAL</b>	<b>180.42</b>
EASTERN METAL OF ELMIRA	PJS	145240	41408	STOP SIGNS	403.52
				<b>VENDOR TOTAL</b>	<b>403.52</b>
EDWARDS TREE & LANDSCAPE	PJS	145199	12092019	EAST STREET TREE	995.00
	PJS	145201	12092019	TREE STUMP REMOVAL ON KILBOURN	950.00
				<b>VENDOR TOTAL</b>	<b>1,945.00</b>
EJ USA, INC.	PJS	145143	110190103091	FRAMES AND GRATES	6,144.60
				<b>VENDOR TOTAL</b>	<b>6,144.60</b>

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
EVEVSKY	JRH	144983	4789	SENIORS TAI CHI FOR ARTHRITIS CLASSES NO	262.50
				<b>VENDOR TOTAL</b>	<b>262.50</b>
FAIRPORT CHILDREN'S THEATER	JRH	145124	2019/12/ROCHA	THEATER INSTRUCTOR PAYMENT	1,700.30
				<b>VENDOR TOTAL</b>	<b>1,700.30</b>
FASTENAL CO.	PJS	144892	167932	BOLTS	12.53
	PJS	144964	NYCROC167876	BENCH HARDWARE	13.83
				<b>VENDOR TOTAL</b>	<b>26.36</b>
FERGUSON ENTERPRISES INC	PJS	144962	3586417	PIPE AND SUPPLIES FOR DOG PARK	302.13
	PJS	144962	SC423075	SERVICE CHARGE OCT	4.53
	PJS	144962	SC425904	SERVICE CHARGE NOV	4.53
	PJS	144952	3901794	PARTS FOR HOT WATER HEATER	49.53
	PJS	144952	3897926	PARTS FOR HOT WATER HEATER	91.82
				<b>VENDOR TOTAL</b>	<b>452.54</b>
FINGER LAKES BUILDING OFFICIALS ASSOCIATION,INC	PJS	145196	0054752	ALLEN	55.00
	PJS	145196	1000371	MARK	55.00
	PJS	145196	005627	KELLY	55.00
	PJS	145196	120619	LJ	55.00
				<b>VENDOR TOTAL</b>	<b>220.00</b>
FINGER LAKES CHEMICALS	PJS	144958	789874	SHOP CHEMICALS	513.02
	PJS	145179	789989	GLASS CLEANER, WASHER FLUID	105.87
				<b>VENDOR TOTAL</b>	<b>618.89</b>
FIVE STAR EQUIPMENT INC	PJS	145200	P43015	PINS FOR JOHN DEERE LOADER	146.21

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>146.21</b>
FLEMING	GJD	145068	12/06/2019	PERMA CONFERENCE	47.68
FLEMING	PJS	145084	1125019	COURIER REIMBURSEMENT 11/4-12/9	62.64
				<b>VENDOR TOTAL</b>	<b>110.32</b>
FM OFFICE PRODUCTS	JRH	144870	1622020-0	CHILD WATCH PROGRAM SUPPLIES	114.03
	JRH	144871	1621435-0	OFFICE SUPPLIES	22.15
	JB	145087	1627123-0	OFFICE SUPPLIES	158.64
	JRH	145080	1627122-0	RECREATION OFFICE SUPPLIES	45.88
	JB	144991	1626335-0	SUPPLIES	108.83
	JRH	144946	1625321-0	AFTERSCHOOL PROGRAM SUPPLIES	34.57
	JRH	144948	1624074-0	RECREATION OFFICE SUPPLIES	93.99
				<b>VENDOR TOTAL</b>	<b>578.09</b>
FOAM DART NATION LLC	JRH	144869	1327	ROCHESTER FOAM DART LEAGUE BIRTHDAY PART	165.00
				<b>VENDOR TOTAL</b>	<b>165.00</b>
FORBES COURT REPORTING SERVICES, LLC	PHD	144899	#4	11/14/19 COURT DOCKET FOR JUDGE SHADDOCK	100.00
	PHD	144899	#4	11/21/19 COURT DOCKET FOR JUDGE BERNACKI	100.00
	PHD	144899	#4	11/7/19 HEARINGS FOR JUDGE BERNACKI	150.00
				<b>VENDOR TOTAL</b>	<b>350.00</b>
FROMBERGER	PJS	145113	120919	REIMBURSEMENT 10/7-12/2	170.37
				<b>VENDOR TOTAL</b>	<b>170.37</b>
FRONTIER COMMUNICATIONS	JRH	145158	20191201	SENIOR PHONE SERVICE 11/22-12/16	29.69
	JRH	145157	12012019	RECREATION PHONE SERVICES NOVEMBER 2019	29.89
	PJS	145043	585-218-9325-061517-6	PUMP STATIONS - AUTUMN WOODS	30.35

**ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
FRONTIER COMMUNICATIONS	PJS	145043	585-100-1313-010717-6	PUMP STATIONS	299.32
	PJS	145051	585-248-2520-052517-6	PARKS FIRE SECURITY	29.24
	PJS	145051	585-248-3897-052517-6	PSD FIRE SECURITY	29.72
	PJS	145052	585-586-4739-052517-6	SCC ELEVATOR	68.14
	PJS	145052	585-248-6202-052517-6	TOWN HALL	243.83
	PJS	145052	585-198-6080-060617-6	COURT	36.90
	PJS	145052	585-248-6205-052517-6	HIGHWAY	29.24
	PJS	145177	585-248-6435052517	HWY EMISSIONS	29.30
	PJS	145177	585-248-6247-052517-6	DPW FAX	29.90
	JB	144997	12/01/6430-092614-6	6430 KBP NORTH PHONE & BROADBAND SERVICE	70.02
	GJD	145072	585-100-2618-050219-6: 12/19	MONTHLY PHONE PYMT: DEC 2019	1,203.12
				<b>VENDOR TOTAL</b>	<b>2,158.66</b>
	FULMORE	JRH	145139	2019/12/FULMORE	SAFETY INSTRUCTOR PAYMENT
				<b>VENDOR TOTAL</b>	<b>196.00</b>
GEORGE & SWEDE SALES AND SEVICE	PJS	144925	01-38738	SANDER CHAIN	525.00
	PJS	144926	01-38740	SANDER CHAIN	525.00
	PJS	144903	01-38265	SANDER CHAIN #423	547.80
			<b>VENDOR TOTAL</b>	<b>1,597.80</b>	
GEORGE MILLER BRICK CO.	PJS	145227	133349	BRICK FOR CATCH BASINS	1,141.00
				<b>VENDOR TOTAL</b>	<b>1,141.00</b>
GILL	JRH	144982	2019/11/ZUMBA	SENIORS ZUMBA CLASSES NOVEMBER '19; HEAT	150.00
				<b>VENDOR TOTAL</b>	<b>150.00</b>
GOEBEL	PJS	145176	12111953522	CREEPER FOR SHOP	389.00

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
DECEMBER 2019

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>389.00</b>
GOTTA III	JRH	144976	GC191102	SENIORS SQUARE DANCE CALLING DECEMBER '1	100.00
				<b>VENDOR TOTAL</b>	<b>100.00</b>
GRIFFITH ENERGY	PJS	144891	808571	111.5 CHIP	232.86
	PJS	144891	809925	120 BULK	325.60
	PJS	144891	809926	226.7 BULK	481.44
	PJS	144891	808570	498.1 BULK	1,040.23
	PJS	145063	808766	75.1 BULK	193.58
	PJS	145063	809990	205 BULK	432.88
	PJS	145063	809989	151.8 BULK	406.29
	PJS	145063	809954	170 BULK	361.03
	PJS	145063	808767	286.9 BULK	598.10
	PJS	145063	809952	74.1 CHIP	201.06
	PJS	145063	809953	163.7 CHIP	347.65
	PJS	145063	809979	108.4 CHIP	290.13
	PJS	145063	809980	200.5CHIP	423.38
	PJS	145063	808765	207.9 CHIP	433.41
	PJS	145202	509068	250 BULK	521.18
	PJS	145202	509069	90.5 CHIP	233.27
	PJS	145202	509070	116.7 CHIP	243.28
	PJS	145202	509067	105 BULK	270.65
	PJS	145220	509134	273 BULK	588.92
	PJS	145220	509133	152 BULK	402.21
				<b>VENDOR TOTAL</b>	<b>8,027.15</b>
HADLOCK PAINT CO. INC.	PJS	145207	P0094220	STAIN AND PAINT	80.00
	PJS	145042	P0094004	PAINT FOR MAILBOXES	50.27
				<b>VENDOR TOTAL</b>	<b>130.27</b>
HAMMAN	PJS	144876	396545	TIE ROD	347.22

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>347.22</b>
HANSON	JRH	145137	2019/12/HANSON	BALLET INSTRUCTOR PAYMENT (HANSON)	4,136.81
	JRH	145226	2019/12/HANSON2	KAREN HANSON INSTRUCTOR PAYMENT #2	114.80
				<b>VENDOR TOTAL</b>	<b>4,251.61</b>
HAWK COLLISION & FRAME	PJS	144889	122761	INSPECTION #471	20.00
	PJS	144933	123006	INSPECTIONS AND REPAIRS	604.83
	PJS	145065	123023	INSPECTIONS	20.00
	PJS	145065	123029	INSPECTIONS	20.00
	PJS	145181	123057	INSPECTION #469 REPLACE BULB	98.98
				<b>VENDOR TOTAL</b>	<b>763.81</b>
HERZOG	JRH	144977	83	SENIORS LINE DANCING NOVEMBER '19 HERZOG	280.00
				<b>VENDOR TOTAL</b>	<b>280.00</b>
HILLYARD, INC.	PJS	145161	603659667	CLEANING SUPPLIES	1,238.84
	PJS	145161	603661274	CLEANING SUPPLIES	116.78
	PJS	145161	603871404	CLEANING SUPPLIES	234.09
	PJS	144916	603659666	ICE MELT	471.87
	PJS	144874	603659668	WHITE PAPER TOWELS	80.22
				<b>VENDOR TOTAL</b>	<b>2,141.80</b>
HM CROSS & SONS, INC.	PJS	145152	9467-1	BEARINGS FOR SALTER #467	223.40
				<b>VENDOR TOTAL</b>	<b>223.40</b>
HOME DEPOT	PJS	144885	5024563	BATTERIES, FITTINGS FOR BARRICADES	298.00
	PJS	144885	8013918	BATTERIES, FITTINGS FOR BARRICADES	168.64
	PJS	144884	6193652	DRYER	398.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
HOME DEPOT	PJS	144886	1020027	MAILBOX MATERIALS	428.50
	PJS	144877	0013375	CHRISTMAS STUFF	73.74
	PJS	144877	9521512	CHRISTMAS STUFF	3.98
	PJS	144877	9074867	CHRISTMAS	229.94
	PJS	144877	9620980	LUMBER	249.90
	PJS	145206	8012033	LUMBER AND BULBS	27.48
	PJS	145232	7023570	CAR CLEANER, TOOL BAG, EZ-REACH	77.73
	PJS	145037	4011057	SHOP SUPPLIES	102.40
	PJS	145039	101578	KEYS AND MANIFOLD FOR SPIGOT	23.55
	PJS	144967	6010685	SHOP TOOLS	375.47
	PJS	144930	8621034	CHRISTMAS STUFF	199.85
	PJS	144930	4614860	CHRISTMAS STUFF	158.79
	PJS	144930	8194372	REFUND RETURNED WREATHS	-59.98
	PJS	144931	3974917	PVC GLUE	8.39
	PJS	145040	5030561	MAILBOXES/SCREW GUN	49.94
	PJS	145040	6022145	MAILBOXES/SCREW GUN	708.54
	PJS	144989	5022432	TOOL SETS, HAMMER DRILL/DRIVER SET, EXT	510.73
				<b>VENDOR TOTAL</b>	<b>4,033.59</b>
HYNES CONCRETE CONTRACTOR INCORPORATED	PJS	144921	S15309-1	EAST AVE SIDEWALK-INVOICE S15309 SHORT	300.00
	PJS	145197	S15337	EAST AVE SIDEWALK	43,437.00
			<b>VENDOR TOTAL</b>	<b>43,737.00</b>	
INNOVATIVE MAINTENANCE SYSTEMS	JB	144882	48834	FLEET MAINT SUPPORT PLAN-EMAIL (1-YEAR)-	239.00
			<b>VENDOR TOTAL</b>	<b>239.00</b>	
INTERSTATE BATTERY SYSTEM	PJS	144959	314198	BATTERY FOR GENERATOR	180.95
	PJS	145053	315240	BATTERY FOR LEAF MACHINE #111	161.93
	PJS	145053	315438	CORE	-15.00
			<b>VENDOR TOTAL</b>	<b>327.88</b>	
IRON MOUNTAIN, INC	LMD	145074	520.48	RECORD RETENTION 12/10/2019 - 12/31/2019	520.48

ACCOUNTS PAYABLE LISTING  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>520.48</b>
IRONDEQUOIT COUNTRY CLUB, INC.	GJD	144969	112119	VOL. DINNER	3,741.90
				<b>VENDOR TOTAL</b>	<b>3,741.90</b>
J. C. SMITH, INC.	PJS	144893	1443998	2 PALLETS CONCRETE	414.12
	PJS	145044	1445914	FENCE POST	948.00
				<b>VENDOR TOTAL</b>	<b>1,362.12</b>
JABS	JRH	144985	2019/11/JABSREIMBURSEMENT	WILLIAM JABS REIMBURSEMENT FORM	35.39
				<b>VENDOR TOTAL</b>	<b>35.39</b>
JESSIE HOLLENBECK - PETTY CASH	JRH	145170	11262019/FIVEBELOW		19.00
	JRH	145170	11262019/DOLLARTREE		5.00
	JRH	144864	2019/11/BIRTHDAYPETTYCASH	PETTY CASH, BIRTHDAY PARTIES PROGRAM SUP	20.00
				<b>VENDOR TOTAL</b>	<b>44.00</b>
JEWETT	PJS	145234	12022019	HOLIDAY DECORATIONS	831.00
				<b>VENDOR TOTAL</b>	<b>831.00</b>
JOHN CLIFFORD SALES	PJS	145046	709	4 TIRES 401	986.00
	PJS	145048	708	4 TIRES 400	986.00
	PJS	145045	710	TIRE TRAILER	256.50
	PJS	145050	705	INSPECTION #414	21.00
	PJS	145055	706	501 INSPECTION	21.00
	PJS	144987	707	TIRES, INSPECTION	1,087.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>3,357.50</b>
JONES	JRH	144978	2019/11ZUMBAGOLD	SENIORS ZUMBA CLASS INSTRUCTION NOVEMBER	35.00
				<b>VENDOR TOTAL</b>	<b>35.00</b>
JTD CHEMICAL ENTERPRISES	PJS	144974	7315	DEGREASER	978.45
				<b>VENDOR TOTAL</b>	<b>978.45</b>
KAWCZYNSKI	JRH	144979	2019/11SENIORYOGA	SENIORS YOGA FIT NOVEMBER '19 KAWCZYNSKI	210.00
				<b>VENDOR TOTAL</b>	<b>210.00</b>
KENWORTH OF BUFFALO, INC	PJS	144901	RI221683	RADIATOR CAP	21.97
	PJS	145223	R50990	#459 CLUTCH	627.32
				<b>VENDOR TOTAL</b>	<b>649.29</b>
KLEIN STEEL SERVICE, INC	PJS	145228	1752808	STEEL	251.66
				<b>VENDOR TOTAL</b>	<b>251.66</b>
L-TRON CORPORATION	JB	144961	669339	HONEYWELL 1400G 1D BARCODE SCANNER USB K	247.22
				<b>VENDOR TOTAL</b>	<b>247.22</b>
LAKESIDE ROLLOFF SERVICES, LLC	PJS	145203	00013314-001	2019 YARD DEBRIS	24,793.56
				<b>VENDOR TOTAL</b>	<b>24,793.56</b>
LANDMAX DATA SYSTEMS, INC	PJS	144887	24348	TAX ROLLS LIST	38.36

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>38.36</b>
LOWES CREDIT SERVICES	PJS	144922	02466	HEATER AND MISC HARDWARE	128.86
				<b>VENDOR TOTAL</b>	<b>128.86</b>
M R B GROUP	GJD	145211	000000033060	ENG. REVIEW FEE: 4044 EAST AVE	80.00
	GJD	145211	000000033059	ENG. REVIEW FEE: THE HIGHLANDS	80.00
				<b>VENDOR TOTAL</b>	<b>160.00</b>
MAD SCIENCE OF WESTERN NEW YORK	JRH	145142	2019/12/PARIKH	MAD SCIENCE INSTRUCTOR PAYMENT	367.50
				<b>VENDOR TOTAL</b>	<b>367.50</b>
MAGGIO	JRH	145136	2019/12/MAGGIO	SELF DEFENSE FOR WOMEN INSTRUCTOR PAYMEN	134.79
				<b>VENDOR TOTAL</b>	<b>134.79</b>
MAGLIATO	JRH	145127	2019/12/MAGLIATO	RECREATION SAMPLER INSTRUCTOR PAYMENT	434.70
				<b>VENDOR TOTAL</b>	<b>434.70</b>
MAHANY WELDING SUPPLY CO	PJS	145222	820509	WELDING WIRE	337.61
	PJS	145224	818882	LENSES AND GLOVES	95.41
				<b>VENDOR TOTAL</b>	<b>433.02</b>
MATTHEWS & FIELDS LUMBER COMPANY INC.	PJS	145159	143895	LUMBER	319.52
				<b>VENDOR TOTAL</b>	<b>319.52</b>

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
MAYNARD'S ELECTRIC SUPPLY	PJS	145187	4085406	GEP FLAG LIGHT AND SENSOR	170.42
	PJS	144937	4076616	FLAG LIGHTS	158.70
				<b>VENDOR TOTAL</b>	<b>329.12</b>
MCVEAN	JRH	145120	2019/12/MCVEAN	DEBBIE MCVEAN AEROBICS INSTRUCTOR PAYMEN	973.32
				<b>VENDOR TOTAL</b>	<b>973.32</b>
MESSENGER POST NEWSPAPERS	LMD	145076	81234	LEGAL NOTICE - PLANNING BD MEETING	102.45
	LMD	144861	11142019	LEGAL NOTICE - BUDGET HEARING	68.57
				<b>VENDOR TOTAL</b>	<b>171.02</b>
MILLER	JRH	145130	2019/12/MILLER	REUPHOLSTRY INSTRUCTOR PAYMENT	157.50
				<b>VENDOR TOTAL</b>	<b>157.50</b>
MODULAR MECHANICAL SYSTEMS	PJS	145191	76167	HEAT PUMP	50.00
				<b>VENDOR TOTAL</b>	<b>50.00</b>
MONROE CO ASSOCIATION OF	PJS	145112	12022019	2020 NYS & MONROE COUNTY MEMBERSHIP DUES	295.00
				<b>VENDOR TOTAL</b>	<b>295.00</b>
MONROE COMMUNITY SPORTS CENTRE CORPORATION	JRH	145138	2019/12/SKATING	SKATING 101 INSTRUCTOR PAYMENT	189.00
				<b>VENDOR TOTAL</b>	<b>189.00</b>
MONROE COUNTY DIRECTOR OF FINANCE	PJS	145086	1800098346	2019 ROAD STRIPING	1,467.78

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>1,467.78</b>
MONROE COUNTY LIBRARY SYSTEM - FINANCE OFFICE	GJD	145073	11704	UMS CHARGES MAY - OCT 2019	404.55
				<b>VENDOR TOTAL</b>	<b>404.55</b>
MOONEY	JRH	145169	2019/12/MOONEY	REIMBURSEMENT FOR CHILD WATCH PROGRAM SU	17.54
				<b>VENDOR TOTAL</b>	<b>17.54</b>
MORGAN SERVICES INC.	PJS	145115	1017786	RUG & MOP SERVICE	10.26
	PJS	145036	1016817	PARKS	14.40
	PJS	145036	1016818	HIGHWAY	11.04
	PJS	145036	1016819	PSD	3.60
	PJS	144960	1015338	LIBRARY	10.26
	PJS	144960	1014323	PARKS	14.40
	PJS	144960	1014324	HIGHWAY	11.04
	PJS	144960	1014325	PSD	3.60
	PJS	144918	1012949	LIBRARY	10.26
	PJS	144918	1010538	LIBRARY	10.26
	PJS	144918	1008154	LIBRARY	5.65
	PJS	144918	1012020	SCC	55.00
	PJS	144918	1012018	PARKS	14.40
	PJS	144918	1009619	PARKS	14.40
	PJS	144918	1007217	PARKS	9.04
	PJS	144918	1012019	HIGHWAY	11.04
	PJS	144918	1009620	HIGHWAY	11.04
	PJS	144918	1007218	HIGHWAY	6.88
	PJS	144918	1012021	PSD	3.60
	PJS	144918	1009621	PSD	3.60
	PJS	144918	1007219	PSD	2.26
				<b>VENDOR TOTAL</b>	<b>236.03</b>
MOWTIVATED LAWN CARE, INC.	PJS	145165	246	YARD CLEAN UP - 57 KIRKLEES	250.00
	PJS	145166	245	MAINTENANCE AT 440 REEVES RD	100.00

**ACCOUNTS PAYABLE LISTING  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
MOWTIVATED LAWN CARE, INC.	PJS	144896	998803	MOWING AND TRIMMING - 440 REEVES RD	300.00
				<b>VENDOR TOTAL</b>	<b>650.00</b>
MUELLER	JRH	145117	2019/12/MUELLER	FAIRY TALE BALLET INSTRUCTOR PAYMENT	1,698.09
				<b>VENDOR TOTAL</b>	<b>1,698.09</b>
MULTER	PJS	145085	111919	MILEAGE REIMBURSEMENT - STORMWATER CONF	87.20
				<b>VENDOR TOTAL</b>	<b>87.20</b>
MURRAY	JRH	145133	2019/12/MURRAY	PRESCHOOL ADVENTURES INSTRUCTOR PAYMENT	235.20
				<b>VENDOR TOTAL</b>	<b>235.20</b>
N.E.Y.S.A. NY, LLC	JRH	145134	2019/12/PATEL	SNAPOLOGY INSTRUCTOR PAYMENT	491.40
				<b>VENDOR TOTAL</b>	<b>491.40</b>
NELSON	JRH	144980	2019/11/LIVEMUSIC	SENIORS LIVE MUSIC AT LUNCH	65.00
				<b>VENDOR TOTAL</b>	<b>65.00</b>
NEW YORK ASSOC OF LOCAL GOV'T RECORD OFFICERS GOV'	LMD	145153	12102019	NYALGRO 2020 MEMBERSHIP	50.00
				<b>VENDOR TOTAL</b>	<b>50.00</b>
NEW YORK MARKING DEVICES C. H. MORSE STAMP	LMD	144941	74739	TRODAT 4913 STAMP "IMPORTANT DATED TAX N	30.80
				<b>VENDOR TOTAL</b>	<b>30.80</b>
NEW YORK PLANNING FEDERATION	PJS	145215	15025	2020 TOWN MEMBERSHIP DUES	320.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>320.00</b>
NORTHERN SUPPLY INC	PJS	144923	079734	PLOW BLADES/SHOES	900.00
	PJS	144924	080011	STEEL CURB GAURD	160.00
	PJS	145047	080009	PLOW BLADES	990.00
	PJS	145221	080223	PLOW SHOES	420.00
				<b>VENDOR TOTAL</b>	<b>2,470.00</b>
NYS D.E.C.	PJS	145192	431635	EAST AVE PHASE 2	110.00
	PJS	145192	427937	TFP	110.00
	PJS	145192	428084	HOPKINS PARK	110.00
	PJS	145192	427766	WILLARD ROAD PARK	110.00
	PJS	145192	429302	EAST AVE PHASE 1	110.00
	PJS	145192	427803	GREAT EMBANKMENT	110.00
	PJS	144955	9990000432380	ANNUAL WASTE HAULER PERMIT FEE	500.00
				<b>VENDOR TOTAL</b>	<b>1,160.00</b>
NYS GOVERNMENT FINANCE OFFICIERS ASSOCIATION	GJD	145094	2020	ANNUAL DUES	180.00
				<b>VENDOR TOTAL</b>	<b>180.00</b>
O'BRIEN	GJD	145239	2019-11	EXPENSE REIMBURSEMENT	50.81
				<b>VENDOR TOTAL</b>	<b>50.81</b>
OIL FILTER SERVICE, INC.	PJS	144902	27083	FILTERS	38.08
				<b>VENDOR TOTAL</b>	<b>38.08</b>
OMNI SERVICES INC.	PJS	144920	13004931-01	GREASE FITTINGS	30.00

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>30.00</b>
PARTY CITY INC	JRH	144866	26736	YOUTH SUMMER SOCCER PROGRAM SUPPLIES	19.80
				<b>VENDOR TOTAL</b>	<b>19.80</b>
PATRICIA DROMGOOLE PETTY CASH	PHD	145114	120919	TRAVEL & OFFICE EXPENSES	58.92
				<b>VENDOR TOTAL</b>	<b>58.92</b>
PAYCHEX, INC.	GJD	145057	2019112800	NOVEMBER PAAYROLL PROCESSING	3,751.02
	GJD	145070	503518	MONTHLY ONBOARDING FEE	100.00
	GJD	145235	20997967	TIME CLOCKS: DECEMBER 2019	100.00
	GJD	145235	20997966	ESR MONITORING: DECEMBER 2019	325.46
				<b>VENDOR TOTAL</b>	<b>4,276.48</b>
PAZRAL	JRH	145122	2019/12/PAZRAL	PILATES INSTRUCTOR PAYMENT	448.55
				<b>VENDOR TOTAL</b>	<b>448.55</b>
PCMG, INC.	JB	145071	900851844	MICROSOFT EXCHANGE ONLINE PLAN 2-SUBSCRI	9,602.50
				<b>VENDOR TOTAL</b>	<b>9,602.50</b>
PENNY LANE PRINTING	JRH	144897	192958	WINTER BROCHURE AND POSTAGE	8,101.40
				<b>VENDOR TOTAL</b>	<b>8,101.40</b>
PERINTON YOUTH HOCKEY	JRH	145129	2019/12/HOCKEY	HOCKEY INSTRUCTOR PAYMENT	120.40

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>120.40</b>
PHOENIX GRAPHICS, INC.	GJD	145066	62071	PITTSFORD MESSENGER: BUDGET	8,483.00
	GJD	145066	62064	PITTSFORD MESSENGER: SUMMER	9,374.00
				<b>VENDOR TOTAL</b>	<b>17,857.00</b>
PIETROPAOLI	JRH	145123	2019/12/PIETROPAOLI	NATURAL HEALING INSTRUCTOR PAYMENT	105.00
				<b>VENDOR TOTAL</b>	<b>105.00</b>
PIPITONE ENTERPRISES, LLC	PJS	144965	14289	COOLING TOWERS WINTERIZATION	245.00
				<b>VENDOR TOTAL</b>	<b>245.00</b>
PITTSFORD AUTO SERVICE, INC.	PJS	144888	14476	FUEL FOR SMALL EQUIPMENT	82.75
	PJS	144917	14630	MIXED GAS	82.01
	PJS	145108	15100	FUEL	13.20
	PJS	144934	14751	FUEL	30.00
	PJS	145038	14849	MIXED FUEL	42.03
	PJS	145175	14785	FUEL	80.47
	PJS	145174	15157	FUEL	83.56
	PJS	145216	15298	MIXED FUEL	94.13
				<b>VENDOR TOTAL</b>	<b>508.15</b>
PITTSFORD CENTRAL SCHOOLS	PJS	145098	2036-20A	PSD DIESEL AND UNLEAD FUEL NOVEMBER	1,292.82
	PJS	145188	2034-20A	MONTHLY PARKS FUEL USAGE	997.66
	JRH	145078	2035-20A	RECREATION GASOLINE - NOVEMBER 2019	23.44
	JRH	145079	2031-20A	SENIOR GASOLINE NOVEMBER 2019	203.40
	PJS	145089	2037-20A	DPW MONTHLY FUEL CHARGES - NOV 2019	549.38
	PJS	145184	2033-20A	HIGHWAY FUEL	11,575.84

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>14,642.54</b>
PITTSFORD YOUTH SERVICES INCORPORATED	GJD	145082	2838	DECEMBER CONTRACT PAYMENT	4,461.67
				<b>VENDOR TOTAL</b>	<b>4,461.67</b>
PLUG & PAY TECHNOLOGIES	JRH	144956	2019120203040940801	PITTSCHILD	15.00
	JRH	144956	2019120203040940802	PITTSREC	15.00
	JRH	144956	2019120203040940803	PITTSWEB	15.00
				<b>VENDOR TOTAL</b>	<b>45.00</b>
PMG PIZZA LLC	JRH	144865	261		21.50
	JRH	144865	664		39.50
	JRH	145077	213	BIRTHDAY PARTIES PROGRAM PIZZA	21.50
	JRH	144949	84	AQUATICS PROGRAM PIZZA	27.50
				<b>VENDOR TOTAL</b>	<b>110.00</b>
POWER DRIVES, INC. ROCHESTER	PJS	145041	753944	HOSES	86.14
	PJS	145217	RRS754824	COUPLER FOR DEERE LOADER	94.50
				<b>VENDOR TOTAL</b>	<b>180.64</b>
POWERS	PJS	144963	4333	FALL HIGHWAY HVAC	973.00
				<b>VENDOR TOTAL</b>	<b>973.00</b>
REBACK	JRH	145135	2019/12/REBACK	TAP AND BALLET INSTRUCTOR PAYMENT	555.59
				<b>VENDOR TOTAL</b>	<b>555.59</b>
REDDICK	GJD	145236	2019-12	EXPENSE REIMBURSEMENT	15.66

ACCOUNTS PAYABLE LISTING  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>15.66</b>
RENU SURFACE RESTORATION	PJS	144913	2760	CARPET CLEANING SCC	150.00
				<b>VENDOR TOTAL</b>	<b>150.00</b>
RICE	JRH	144986	2019/11/RICEREIMBURSEMENT	JIM RICE REIMBURSEMENT FORM	39.29
				<b>VENDOR TOTAL</b>	<b>39.29</b>
ROCHESTER ASPHALT MATERIAL, INC.	PJS	144859	921700	ASPHALT	334.33
	PJS	144904	875096	ASPHALT ARLINGTON	822.28
	PJS	144904	921715	ASPHALT ARLINGTON	465.16
	PJS	145145	924459	ASPHALT FOR ARLINGTON	2,313.62
	PJS	145147	924445	ASPHALT FOR EAST AVE	601.80
	PJS	145186	924982	COLD PATCH	164.22
				<b>VENDOR TOTAL</b>	<b>4,701.41</b>
ROCHESTER FENCING CLUB	JRH	145132	2019/12/FENCING	FENCING INSTRUCTOR PAYMENT	72.80
				<b>VENDOR TOTAL</b>	<b>72.80</b>
ROCHESTER GAS & ELECTRIC	PJS	145194	11308567471	295 FAIRPORT RD PUMP STATION ELECTRIC AN	32.40
	PJS	145208	12608419564	5611 PALMYRA ROAD ELECTRIC AND CONSTELL	146.65
	PJS	144988	12708408452	WILLARD ROAD ELECTRIC AND CONSTELLATION	264.32
	PJS	144988	12708408453	BARKER ROAD ELECTRIC AND CONSTELLATION	265.01
	GJD	145093	0188930219000012	GAS STREET LIGHT PAYMENT	64.19
				<b>VENDOR TOTAL</b>	<b>772.57</b>
ROCHESTER MEDICINE, PLLC	GJD	145069	550930	EMPLOYEE SCREENING	1,140.00

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>1,140.00</b>
ROTOLITE-ELLIOTT CORP.	PJS	144970	99614	8 ROLLS OF 24# BOND	316.00
				<b>VENDOR TOTAL</b>	<b>316.00</b>
RP FEDDER CORP	PJS	145162	00108169	FURNACE FILTERS	351.49
				<b>VENDOR TOTAL</b>	<b>351.49</b>
RPS SCREEN PRINTING	JRH	145172	26832	RECREATION PROGRAM - APPERAL SCREENING	69.45
				<b>VENDOR TOTAL</b>	<b>69.45</b>
RUBIANO	JRH	145219	2019/12/CHILDWATCH	CHILD WATCH PROGRAM SUPPLIES REIMBURSEME	18.26
				<b>VENDOR TOTAL</b>	<b>18.26</b>
S & S WORLDWIDE, INC	JRH	144868	IN100328638	CHIL WATCH PROGRAM SUPPLIES	165.39
	JRH	144872	IN100323270	AFTERSCHOOL PROGRAM SUPPLIES	327.16
	JRH	144953	IN100333139	CHILD WATCH PROGRAM SUPPLIES	41.99
	JRH	144945	IN100338425	AFTER SCHOOL PROGRAM SUPPLIES	380.95
				<b>VENDOR TOTAL</b>	<b>915.49</b>
SIEWERT EQUIPMENT CO, INC	PJS	144966	40070018-00	CONTROLLER FOR PARK ROAD PUMP STATION	2,940.98
				<b>VENDOR TOTAL</b>	<b>2,940.98</b>
SITEONE LANDSCAPE SUPPLY , LLC	PJS	144928	96199715-001	IRRIGATION REPAIR PARTS	11.98

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	11.98
SPORTSFIELD SPECIALTIES DIRECT, INC.	JRH	145081	26023	YOUTH SUMMER SOCCER & MEN'S ADULT SOCCER	780.00
				VENDOR TOTAL	780.00
STACHOWSKI	JRH	145128	2019/12/STACHOWSKI	COOKING INSTRUCTOR PAYMENT	577.50
				VENDOR TOTAL	577.50
STRONG EAP	GJD	145214	TOP1219	DECEMBER EAP	171.86
				VENDOR TOTAL	171.86
SUE STEELE LANDSCAPE ARCHITECTURE, PLLC	PJS	145195	1064	ERIE CANAL PARK ARCHITECTURAL AND ENGINE	7,549.93
				VENDOR TOTAL	7,549.93
T.Y. LIN INTERNATIONAL ENGINEERING, ARCHITECTURE &	GJD	145116	20191206A	900 LINDEN AVE REVIEW FEES	3,410.00
				VENDOR TOTAL	3,410.00
TALLMADGE TIRE SERVICE	PJS	145049	1-153113	TIRES	1,160.00
				VENDOR TOTAL	1,160.00
THE IDEA WORKS OF NY, INC	JRH	144867	34691	RECREATION PROGRAM STAFF APPAREL	249.28
	GJD	145059	34682	VOL. DINNER	1,366.35
				VENDOR TOTAL	1,615.63
TICKNER	PJS	145183	1345	20 STEFENAGE COURT TREE	900.00

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
TICKNER	PJS	145182	1344	60 MAHOGANY RUN TREE	800.00
	PJS	145185	1346	97 LONG MEADOW CIRCLE	500.00
				VENDOR TOTAL	2,200.00
TOSHIBA BUSINESS SOLUTIONS	JB	145088	2709225	DOCUWARE SERVER MIGRATION	1,600.00
	PJS	145231	5139548	TOSHIBA QUARTERLY COPIER MAINT - PSD	9.99
				VENDOR TOTAL	1,609.99
TOWN OF PITTSFORD	GJD	144973	2019	2019 PARK DISTRICT CHARGEBACKS	4,389.63
				VENDOR TOTAL	4,389.63
ULINE INC.	PJS	145193	114540747	FACIAL TISSUE	146.56
	PJS	145149	114465939	UNIFORMS	991.13
				VENDOR TOTAL	1,137.69
VAN BORTEL FORD	PJS	144975	331305	WASHER FLUID JET	9.50
	PJS	145198	FOCQ980558	INSPECTION	21.00
				VENDOR TOTAL	30.50
VERMONT SYSTEMS	JB	145075	64677	RECTRAC/PAYTRAC/WEBTRAC MAINTENANCE RENE	4,219.79
				VENDOR TOTAL	4,219.79
VICTOR POWER EQUIPMENT	PJS	145155	275859	OIL/CHAINS	303.34
	PJS	145204	274414	BOLT,TENSIONER	12.85
				VENDOR TOTAL	316.19
VILLAGER CONSTRUCTON INC	PJS	144943	94465 BISHOPS	PAVING OF BISHOPS COURT	51,200.00

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
VILLAGER CONSTRUCTON INC	PJS	144942	94465	OAK MANOR	37,000.00
	PJS	144944	94465	NORTHSTONE	35,520.00
	PJS	145091	94519	LINDEN OAKS	10,500.00
	PJS	145090	94520	BISHOPS COURT	21,400.00
	PJS	145154	94423	MILLING NORTH-STONE	7,640.00
				<b>VENDOR TOTAL</b>	<b>163,260.00</b>
VIS-ABILITY INC.	JB	145110	17266	JAWS/MAGIC UPGRADE FOR SENIORS ASST PC	1,330.00
					<b>VENDOR TOTAL</b>
VP SUPPLY CORP.	PJS	145160	4092608	FAUCET CARTRIDGES	69.22
	PJS	145164	4100642	SINK ELBOW	20.64
	PJS	144957	4073252	DIMMER SWITCHES	114.00
	PJS	144935	4073253	HOT WATER HEATER - PSD	1,003.99
	PJS	145002	4097777	ELECTRICAL PANEL HARDWARE KIT	172.80
				<b>VENDOR TOTAL</b>	<b>1,380.65</b>
W. B. MASON CO., LLC	LMD	144938	205289359	GENERAL OFFICE SUPPLIES	60.71
	LMD	144939	205054285	GENERAL OFFICE SUPPLIES	215.94
	LMD	144939	CR7516722	GENERAL OFFICE SUPPLIES	-4.08
	LMD	144939	205101161	GENERAL OFFICE SUPPLIES	4.08
	LMD	144939	205021775	GENERAL OFFICE SUPPLIES	299.22
				<b>VENDOR TOTAL</b>	<b>575.87</b>
W. W. GRAINGER, INC.	PJS	144936	9354926421	BATHROOM DEADBOLTS FOR TH 2ND FLOOR	99.96
					<b>VENDOR TOTAL</b>
WARREN	JRH	145131	2019/12/WARREN	BABY BLADES ICE SKATE INSTRUCTOR PAYMENT	117.60

ACCOUNTS PAYABLE LISTING  
FOR TOWN BOARD APPROVAL  
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				<b>VENDOR TOTAL</b>	<b>117.60</b>
WEGMANS FOOD MARKETS INC	GJD	145054	2698320191201	VETRANS DAY CELEBRATION SUPPLIES	20.00
	JRH	144984	3821420191201	SENIORS NOVEMBER '19 WEGMANS INVOICE	803.72
	GJD	144990	0061020191201	WEGMANS RECREATION NOVEMBER '19 INVOICE	486.47
				<b>VENDOR TOTAL</b>	<b>1,310.19</b>
WEIDERS HARDWARE INC.	PJS	145229	2392742	MAILBOX	27.54
				<b>VENDOR TOTAL</b>	<b>27.54</b>
WEST GROUP	GJD	145238	841384912	WEST LAW SERVICE: 11/1-11/30/19	268.00
				<b>VENDOR TOTAL</b>	<b>268.00</b>
WIEDMAN, VAZZANA, CORCORAN & VOLTA, P.C.	GJD	145056	5611	TITLE SEARCH & SURVEY FOR SALE OF 5611 P	1,025.00
				<b>VENDOR TOTAL</b>	<b>1,025.00</b>
WRIGHT	JRH	145121	2019/12/WRIGHT	SOCCER - BOYS CAMP INSTRUCTOR PAYMENT	178.50
				<b>VENDOR TOTAL</b>	<b>178.50</b>
				<b>REPORT TOTAL</b>	<b>523,522.56</b>

END OF REPORT



**TOWN OF PITTSFORD****Expense Control Report**

Fiscal Year: 2019 Period From: 1 To: 12

		<b>Curr. Month Total Expended</b>	<b>Original Budget</b>	<b>YTD Adjusted Budget</b>	<b>YTD Actual Expended</b>	<b>YTD Unexpended Balance</b>	<b>YTD Encumbered</b>	<b>YTD Available Balance</b>	<b>Percent Exp. Balance</b>
<b>Fund 0001</b>	<b>GENERAL FUND</b>								
<b>Dept 1355</b>	<b>ASSESSOR</b>								
0001	PERSONAL SERVICES	5,411.53	176,720.00	167,357.00	150,329.90	17,027.10	0.00	17,027.10	89.83
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	87.35	8,539.00	8,989.00	4,111.07	4,877.93	0.00	4,877.93	45.73
<b>Total Dept 1355</b>	<b>ASSESSOR</b>	<b>5,498.88</b>	<b>185,759.00</b>	<b>176,846.00</b>	<b>154,440.97</b>	<b>22,405.03</b>	<b>0.00</b>	<b>22,405.03</b>	<b>87.33</b>
<b>Dept 1375</b>	<b>CREDIT CARD FEES</b>								
0004	CONTRACTUAL & MISC. EXPENSE	463.88	24,000.00	24,000.00	22,296.56	1,703.44	0.00	1,703.44	92.90
<b>Total Dept 1375</b>	<b>CREDIT CARD FEES</b>	<b>463.88</b>	<b>24,000.00</b>	<b>24,000.00</b>	<b>22,296.56</b>	<b>1,703.44</b>	<b>0.00</b>	<b>1,703.44</b>	<b>92.90</b>
<b>Dept 1410</b>	<b>TOWN CLERK</b>								
0001	PERSONAL SERVICES	6,446.13	180,568.00	181,768.00	164,021.06	17,746.94	0.00	17,746.94	90.24
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	300.00	300.00	55.28	244.72	0.00	244.72	18.43
0004	CONTRACTUAL & MISC. EXPENSE	118.50	8,250.00	9,370.00	6,278.40	3,091.60	0.00	3,091.60	67.01
<b>Total Dept 1410</b>	<b>TOWN CLERK</b>	<b>6,564.63</b>	<b>189,118.00</b>	<b>191,438.00</b>	<b>170,354.74</b>	<b>21,083.26</b>	<b>0.00</b>	<b>21,083.26</b>	<b>88.99</b>
<b>Dept 1420</b>	<b>ATTORNEY</b>								
0001	PERSONAL SERVICES	1,681.75	43,725.00	43,725.00	41,035.23	2,689.77	0.00	2,689.77	93.85
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	250.00	250.00	250.00	0.00	0.00	0.00	100.00
0004	CONTRACTUAL & MISC. EXPENSE	1,605.50	15,635.00	21,761.79	14,213.85	7,547.94	5,000.00	2,547.94	65.32
<b>Total Dept 1420</b>	<b>ATTORNEY</b>	<b>3,287.25</b>	<b>59,610.00</b>	<b>65,736.79</b>	<b>55,499.08</b>	<b>10,237.71</b>	<b>5,000.00</b>	<b>5,237.71</b>	<b>84.43</b>
<b>Dept 1430</b>	<b>PERSONNEL</b>								
0001	PERSONAL SERVICES	1,516.45	75,912.00	77,412.00	71,954.36	5,457.64	0.00	5,457.64	92.95
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	10,680.15	93,228.00	93,378.00	75,253.44	18,124.56	0.00	18,124.56	80.59
<b>Total Dept 1430</b>	<b>PERSONNEL</b>	<b>12,196.60</b>	<b>169,640.00</b>	<b>171,290.00</b>	<b>147,207.80</b>	<b>24,082.20</b>	<b>0.00</b>	<b>24,082.20</b>	<b>85.94</b>
<b>Dept 1440</b>	<b>ENGINEERING</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	25,000.00	25,000.00	6,075.00	18,925.00	3,600.00	15,325.00	24.30
<b>Total Dept 1440</b>	<b>ENGINEERING</b>	<b>0.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>6,075.00</b>	<b>18,925.00</b>	<b>3,600.00</b>	<b>15,325.00</b>	<b>24.30</b>
<b>Dept 1450</b>	<b>ELECTIONS</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	39,122.00	39,122.00	31,449.50	7,672.50	229.00	7,443.50	80.39
<b>Total Dept 1450</b>	<b>ELECTIONS</b>	<b>0.00</b>	<b>39,122.00</b>	<b>39,122.00</b>	<b>31,449.50</b>	<b>7,672.50</b>	<b>229.00</b>	<b>7,443.50</b>	<b>80.39</b>
<b>Dept 1460</b>	<b>RECORDS MANAGEMENT</b>								
0004	CONTRACTUAL & MISC.	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00

# TOWN OF PITTSFORD

## Expense Control Report

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0001</b>	<b>GENERAL FUND</b>								
<b>Dept 1460</b>	<b>RECORDS MANAGEMENT EXPENSE</b>								
<b>Total Dept 1460</b>	<b>RECORDS MANAGEMENT</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
<b>Dept 1490</b>	<b>PUBLIC WORKS</b>								
0001	PERSONAL SERVICES	8,790.89	220,507.00	220,507.00	200,304.37	20,202.63	0.00	20,202.63	90.84
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	1,000.00	104,100.00	0.00	104,100.00	103,500.00	600.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	1,081.06	19,520.00	19,520.00	14,224.08	5,295.92	287.52	5,008.40	72.87
<b>Total Dept 1490</b>	<b>PUBLIC WORKS</b>	<b>9,871.95</b>	<b>241,027.00</b>	<b>344,127.00</b>	<b>214,528.45</b>	<b>129,598.55</b>	<b>103,787.52</b>	<b>25,811.03</b>	<b>62.34</b>
<b>Dept 1620</b>	<b>BUILDING</b>								
0001	PERSONAL SERVICES	168.00	3,153.00	4,053.00	3,762.00	291.00	0.00	291.00	92.82
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	0.00	1,550.00	0.00	1,550.00	1,550.00	0.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	5,808.72	207,738.00	208,689.62	202,390.10	6,299.52	48.76	6,250.76	96.98
<b>Total Dept 1620</b>	<b>BUILDING</b>	<b>5,976.72</b>	<b>210,891.00</b>	<b>214,292.62</b>	<b>206,152.10</b>	<b>8,140.52</b>	<b>1,598.76</b>	<b>6,541.76</b>	<b>96.20</b>
<b>Dept 1670</b>	<b>CENTRAL MAILING</b>								
0004	CONTRACTUAL & MISC. EXPENSE	10,613.00	51,600.00	51,600.00	36,415.37	15,184.63	0.00	15,184.63	70.57
<b>Total Dept 1670</b>	<b>CENTRAL MAILING</b>	<b>10,613.00</b>	<b>51,600.00</b>	<b>51,600.00</b>	<b>36,415.37</b>	<b>15,184.63</b>	<b>0.00</b>	<b>15,184.63</b>	<b>70.57</b>
<b>Dept 1680</b>	<b>DATA PROCESSING</b>								
0001	PERSONAL SERVICES	6,420.12	168,980.00	168,980.00	137,126.60	31,853.40	0.00	31,853.40	81.15
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,500.00	2,746.54	1,934.80	811.74	616.00	195.74	70.44
0004	CONTRACTUAL & MISC. EXPENSE	18,568.26	114,084.00	128,318.88	111,682.39	16,636.49	3,138.82	13,497.67	87.04
<b>Total Dept 1680</b>	<b>DATA PROCESSING</b>	<b>24,988.38</b>	<b>285,564.00</b>	<b>300,045.42</b>	<b>250,743.79</b>	<b>49,301.63</b>	<b>3,754.82</b>	<b>45,546.81</b>	<b>83.57</b>
<b>Dept 1910</b>	<b>UNALLOCATED INSURANCE</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	185,000.00	185,000.00	167,711.09	17,288.91	0.00	17,288.91	90.65
<b>Total Dept 1910</b>	<b>UNALLOCATED INSURANCE</b>	<b>0.00</b>	<b>185,000.00</b>	<b>185,000.00</b>	<b>167,711.09</b>	<b>17,288.91</b>	<b>0.00</b>	<b>17,288.91</b>	<b>90.65</b>
<b>Dept 1920</b>	<b>MUNICIPAL ASSOCIATION DUES</b>								
0004	CONTRACTUAL & MISC. EXPENSE	1,500.00	1,750.00	1,900.00	1,750.00	150.00	0.00	150.00	92.11
<b>Total Dept 1920</b>	<b>MUNICIPAL ASSOCIATION DUES</b>	<b>1,500.00</b>	<b>1,750.00</b>	<b>1,900.00</b>	<b>1,750.00</b>	<b>150.00</b>	<b>0.00</b>	<b>150.00</b>	<b>92.11</b>
<b>Dept 1930</b>	<b>JUDGEMENTS/CLAIMS</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	3,500.00	3,700.00	3,683.41	16.59	0.00	16.59	99.55
<b>Total Dept 1930</b>	<b>JUDGEMENTS/CLAIMS</b>	<b>0.00</b>	<b>3,500.00</b>	<b>3,700.00</b>	<b>3,683.41</b>	<b>16.59</b>	<b>0.00</b>	<b>16.59</b>	<b>99.55</b>

# TOWN OF PITTSFORD

## Expense Control Report

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0001</b>	<b>GENERAL FUND</b>								
<b>Dept 1950</b>	<b>PROPERTY TAX</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	16,500.00	16,500.00	5,980.60	10,519.40	0.00	10,519.40	36.25
<b>Total Dept 1950</b>	<b>PROPERTY TAX</b>	<b>0.00</b>	<b>16,500.00</b>	<b>16,500.00</b>	<b>5,980.60</b>	<b>10,519.40</b>	<b>0.00</b>	<b>10,519.40</b>	<b>36.25</b>
<b>Dept 1989</b>	<b>UNCLASSIFIED</b>								
0002	EQUIPMENT & CAPITAL OUTLAY	1,577.22	166,695.00	280,945.97	111,302.72	169,643.25	120,306.47	49,336.78	39.62
<b>Total Dept 1989</b>	<b>UNCLASSIFIED</b>	<b>1,577.22</b>	<b>166,695.00</b>	<b>280,945.97</b>	<b>111,302.72</b>	<b>169,643.25</b>	<b>120,306.47</b>	<b>49,336.78</b>	<b>39.62</b>
<b>Dept 1990</b>	<b>CONTINGENCY</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	150,000.00	131,150.00	0.00	131,150.00	0.00	131,150.00	0.00
<b>Total Dept 1990</b>	<b>CONTINGENCY</b>	<b>0.00</b>	<b>150,000.00</b>	<b>131,150.00</b>	<b>0.00</b>	<b>131,150.00</b>	<b>0.00</b>	<b>131,150.00</b>	<b>0.00</b>
<b>Dept 2620</b>	<b>CUSTODIAL</b>								
0001	PERSONAL SERVICES	10,541.11	351,753.00	351,753.00	350,700.12	1,052.88	0.00	1,052.88	99.70
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	3,400.00	126,327.00	89,816.91	36,510.09	32,837.75	3,672.34	71.10
0004	CONTRACTUAL & MISC. EXPENSE	4,329.45	141,804.00	158,978.96	150,909.81	8,069.15	2,776.91	5,292.24	94.92
<b>Total Dept 2620</b>	<b>CUSTODIAL</b>	<b>14,870.56</b>	<b>496,957.00</b>	<b>637,058.96</b>	<b>591,426.84</b>	<b>45,632.12</b>	<b>35,614.66</b>	<b>10,017.46</b>	<b>92.84</b>
<b>Dept 3120</b>	<b>CROSSING GUARDS</b>								
0001	PERSONAL SERVICES	5,728.42	136,472.00	144,607.00	134,315.16	10,291.84	0.00	10,291.84	92.88
0004	CONTRACTUAL & MISC. EXPENSE	494.92	1,450.00	1,592.47	1,569.19	23.28	0.00	23.28	98.54
<b>Total Dept 3120</b>	<b>CROSSING GUARDS</b>	<b>6,223.34</b>	<b>137,922.00</b>	<b>146,199.47</b>	<b>135,884.35</b>	<b>10,315.12</b>	<b>0.00</b>	<b>10,315.12</b>	<b>92.94</b>
<b>Dept 3310</b>	<b>TRAFFIC</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	7,800.00	8,500.00	6,591.44	1,908.56	1,550.00	358.56	77.55
<b>Total Dept 3310</b>	<b>TRAFFIC</b>	<b>0.00</b>	<b>7,800.00</b>	<b>8,500.00</b>	<b>6,591.44</b>	<b>1,908.56</b>	<b>1,550.00</b>	<b>358.56</b>	<b>77.55</b>
<b>Dept 3510</b>	<b>CONTROL OF ANIMALS</b>								
0001	PERSONAL SERVICES	2,282.27	59,639.00	59,639.00	54,842.26	4,796.74	0.00	4,796.74	91.96
0004	CONTRACTUAL & MISC. EXPENSE	51.11	9,414.00	9,414.00	1,676.67	7,737.33	0.00	7,737.33	17.81
<b>Total Dept 3510</b>	<b>CONTROL OF ANIMALS</b>	<b>2,333.38</b>	<b>69,053.00</b>	<b>69,053.00</b>	<b>56,518.93</b>	<b>12,534.07</b>	<b>0.00</b>	<b>12,534.07</b>	<b>81.85</b>
<b>Dept 4210</b>	<b>YOUTH SERVICES</b>								
0004	CONTRACTUAL & MISC. EXPENSE	4,461.67	56,540.00	56,540.00	56,540.00	0.00	0.00	0.00	100.00
<b>Total Dept 4210</b>	<b>YOUTH SERVICES</b>	<b>4,461.67</b>	<b>56,540.00</b>	<b>56,540.00</b>	<b>56,540.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Dept 4560</b>	<b>PHYSICIAN</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,500.00	1,500.00	1,295.00	205.00	0.00	205.00	86.33
<b>Total Dept 4560</b>	<b>PHYSICIAN</b>	<b>0.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,295.00</b>	<b>205.00</b>	<b>0.00</b>	<b>205.00</b>	<b>86.33</b>

# TOWN OF PITTSFORD

## Expense Control Report

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0001</b>	<b>GENERAL FUND</b>								
<b>Dept 5010</b>	<b>SUPERINTENDENT OF HIGHWAYS</b>								
0001	PERSONAL SERVICES	1,406.50	49,270.00	49,270.00	44,939.46	4,330.54	0.00	4,330.54	91.21
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	237.42	262.58	250.00	12.58	47.48
0004	CONTRACTUAL & MISC. EXPENSE	11.64	1,200.00	1,234.65	973.16	261.49	250.00	11.49	78.82
<b>Total Dept 5010</b>	<b>SUPERINTENDENT OF HIGHWAYS</b>	<b>1,418.14</b>	<b>50,970.00</b>	<b>51,004.65</b>	<b>46,150.04</b>	<b>4,854.61</b>	<b>500.00</b>	<b>4,354.61</b>	<b>90.48</b>
<b>Dept 5132</b>	<b>HIGHWAY GARAGE</b>								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	24,500.00	29,750.00	29,626.24	123.76	0.00	123.76	99.58
0004	CONTRACTUAL & MISC. EXPENSE	3,050.63	53,928.00	54,178.00	40,376.39	13,801.61	850.00	12,951.61	74.53
<b>Total Dept 5132</b>	<b>HIGHWAY GARAGE</b>	<b>3,050.63</b>	<b>78,428.00</b>	<b>83,928.00</b>	<b>70,002.63</b>	<b>13,925.37</b>	<b>850.00</b>	<b>13,075.37</b>	<b>83.41</b>
<b>Dept 5182</b>	<b>STREET LIGHTING</b>								
0004	CONTRACTUAL & MISC. EXPENSE	589.02	32,500.00	32,500.00	29,161.62	3,338.38	0.00	3,338.38	89.73
<b>Total Dept 5182</b>	<b>STREET LIGHTING</b>	<b>589.02</b>	<b>32,500.00</b>	<b>32,500.00</b>	<b>29,161.62</b>	<b>3,338.38</b>	<b>0.00</b>	<b>3,338.38</b>	<b>89.73</b>
<b>Dept 6410</b>	<b>PUBLICITY</b>								
0001	PERSONAL SERVICES	2,457.23	69,193.00	68,293.00	59,975.75	8,317.25	0.00	8,317.25	87.82
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	7,454.83	40,514.00	56,014.00	41,394.06	14,619.94	0.00	14,619.94	73.90
<b>Total Dept 6410</b>	<b>PUBLICITY</b>	<b>9,912.06</b>	<b>110,207.00</b>	<b>124,807.00</b>	<b>101,369.81</b>	<b>23,437.19</b>	<b>0.00</b>	<b>23,437.19</b>	<b>81.22</b>
<b>Dept 6510</b>	<b>VETERANS SERVICE</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
<b>Total Dept 6510</b>	<b>VETERANS SERVICE</b>	<b>0.00</b>	<b>300.00</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>
<b>Dept 6772</b>	<b>PROGRAMS FOR AGING</b>								
0001	PERSONAL SERVICES	2,722.11	143,223.00	143,223.00	133,097.49	10,125.51	0.00	10,125.51	92.93
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	2,290.09	88,790.00	95,977.96	76,782.43	19,195.53	189.99	19,005.54	80.00
<b>Total Dept 6772</b>	<b>PROGRAMS FOR AGING</b>	<b>5,012.20</b>	<b>232,513.00</b>	<b>239,700.96</b>	<b>209,879.92</b>	<b>29,821.04</b>	<b>189.99</b>	<b>29,631.05</b>	<b>87.56</b>
<b>Dept 7020</b>	<b>RECREATION ADMINISTRATION</b>								
0001	PERSONAL SERVICES	21,485.10	671,484.00	653,484.00	575,557.01	77,926.99	0.00	77,926.99	88.08
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,000.00	9,338.38	6,143.50	3,194.88	0.00	3,194.88	65.79
0004	CONTRACTUAL & MISC. EXPENSE	20,223.99	343,836.00	392,098.08	380,131.88	11,966.20	0.00	11,966.20	96.95

# TOWN OF PITTSFORD

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0001</b>	<b>GENERAL FUND</b>								
<b>Dept 7020</b>	<b>RECREATION ADMINISTRATION</b>								
<b>Total Dept 7020</b>	<b>RECREATION ADMINISTRATION</b>	<b>41,709.09</b>	<b>1,020,320.00</b>	<b>1,054,920.46</b>	<b>961,832.39</b>	<b>93,088.07</b>	<b>0.00</b>	<b>93,088.07</b>	<b>91.18</b>
<b>Dept 7110</b>	<b>PARKS</b>								
0001	PERSONAL SERVICES	18,684.47	508,001.00	502,001.00	434,739.61	67,261.39	0.00	67,261.39	86.60
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,400.00	190,928.00	188,074.45	2,853.55	2,183.00	670.55	98.51
0004	CONTRACTUAL & MISC. EXPENSE	3,148.38	175,938.00	201,400.00	177,262.82	24,137.18	5,823.19	18,313.99	88.02
<b>Total Dept 7110</b>	<b>PARKS</b>	<b>21,832.85</b>	<b>689,339.00</b>	<b>894,329.00</b>	<b>800,076.88</b>	<b>94,252.12</b>	<b>8,006.19</b>	<b>86,245.93</b>	<b>89.46</b>
<b>Dept 7140</b>	<b>PLAYGROUNDS &amp; RECREATION CNTRS</b>								
0001	PERSONAL SERVICES	3,100.19	92,786.00	110,786.00	105,097.21	5,688.79	0.00	5,688.79	94.87
0004	CONTRACTUAL & MISC. EXPENSE	0.00	700.00	700.00	361.26	338.74	0.00	338.74	51.61
<b>Total Dept 7140</b>	<b>PLAYGROUNDS &amp; RECREATION CNTRS</b>	<b>3,100.19</b>	<b>93,486.00</b>	<b>111,486.00</b>	<b>105,458.47</b>	<b>6,027.53</b>	<b>0.00</b>	<b>6,027.53</b>	<b>94.59</b>
<b>Dept 7270</b>	<b>BAND CONCERTS</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	10,000.00	10,000.00	9,944.33	55.67	0.00	55.67	99.44
<b>Total Dept 7270</b>	<b>BAND CONCERTS</b>	<b>0.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>9,944.33</b>	<b>55.67</b>	<b>0.00</b>	<b>55.67</b>	<b>99.44</b>
<b>Dept 7510</b>	<b>TOWN HISTORIAN</b>								
0001	PERSONAL SERVICES	276.77	7,196.00	7,224.00	6,753.20	470.80	0.00	470.80	93.48
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	200.00	200.00	0.00	200.00	0.00	200.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	5.70	725.00	725.00	118.36	606.64	0.00	606.64	16.33
<b>Total Dept 7510</b>	<b>TOWN HISTORIAN</b>	<b>282.47</b>	<b>8,121.00</b>	<b>8,149.00</b>	<b>6,871.56</b>	<b>1,277.44</b>	<b>0.00</b>	<b>1,277.44</b>	<b>84.32</b>
<b>Dept 7550</b>	<b>CELEBRATIONS</b>								
0004	CONTRACTUAL & MISC. EXPENSE	184.59	76,995.00	76,995.00	72,338.53	4,656.47	0.00	4,656.47	93.95
<b>Total Dept 7550</b>	<b>CELEBRATIONS</b>	<b>184.59</b>	<b>76,995.00</b>	<b>76,995.00</b>	<b>72,338.53</b>	<b>4,656.47</b>	<b>0.00</b>	<b>4,656.47</b>	<b>93.95</b>
<b>Dept 8090</b>	<b>ENVIRONMENTAL BOARD</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
<b>Total Dept 8090</b>	<b>ENVIRONMENTAL BOARD</b>	<b>0.00</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>
<b>Dept 8160</b>	<b>REFUSE &amp; GARBAGE</b>								
0004	CONTRACTUAL & MISC. EXPENSE	2,319.11	157,600.00	51,650.00	34,867.19	16,782.81	1,295.00	15,487.81	67.51
<b>Total Dept 8160</b>	<b>REFUSE &amp; GARBAGE</b>	<b>2,319.11</b>	<b>157,600.00</b>	<b>51,650.00</b>	<b>34,867.19</b>	<b>16,782.81</b>	<b>1,295.00</b>	<b>15,487.81</b>	<b>67.51</b>
<b>Dept 8540</b>	<b>DRAINAGE</b>								
0001	PERSONAL SERVICES	26,539.59	98,138.00	98,138.00	58,160.00	39,978.00	0.00	39,978.00	59.26



# TOWN OF PITTSFORD

## Expense Control Report

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		<b>Curr. Month Total Expended</b>	<b>Original Budget</b>	<b>YTD Adjusted Budget</b>	<b>YTD Actual Expended</b>	<b>YTD Unexpended Balance</b>	<b>YTD Encumbered</b>	<b>YTD Available Balance</b>	<b>Percent Exp. Balance</b>
<b>Fund 0001</b>	<b>GENERAL FUND</b>								
<b>Dept 9901</b>	<b>INTERFUND TRANSFERS</b>								
0009	INTERFUND TRANSFERS	260,088.00	2,116,663.00	2,116,663.00	2,116,663.00	0.00	0.00	0.00	100.00
<b>Total Dept 9901</b>	<b>INTERFUND TRANSFERS</b>	<b>260,088.00</b>	<b>2,116,663.00</b>	<b>2,116,663.00</b>	<b>2,116,663.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Dept 9950</b>	<b>TRANSFER TO CAPITAL PROJECTS</b>								
0009	INTERFUND TRANSFERS	0.00	200,000.00	65,463.00	9,000.00	56,463.00	0.00	56,463.00	13.75
<b>Total Dept 9950</b>	<b>TRANSFER TO CAPITAL PROJECTS</b>	<b>0.00</b>	<b>200,000.00</b>	<b>65,463.00</b>	<b>9,000.00</b>	<b>56,463.00</b>	<b>0.00</b>	<b>56,463.00</b>	<b>13.75</b>
<b>Total Fund 0001</b>	<b>GENERAL FUND</b>	<b>469,477.31</b>	<b>10,500,312.00</b>	<b>11,020,896.31</b>	<b>9,538,397.47</b>	<b>1,482,498.84</b>	<b>293,535.03</b>	<b>1,188,963.81</b>	<b>86.55</b>



**TOWN OF PITTSFORD****Expense Control Report**

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<b>Fund 0002</b>	<b>PART TOWN FUND</b>								
<b>Dept 9040</b>	<b>WORKERS COMPENSATION</b>								
0008	EMPLOYEE BENEFITS	0.00	16,800.00	16,800.00	15,827.44	972.56	0.00	972.56	94.21
<b>Total Dept 9040</b>	<b>WORKERS COMPENSATION</b>	<b>0.00</b>	<b>16,800.00</b>	<b>16,800.00</b>	<b>15,827.44</b>	<b>972.56</b>	<b>0.00</b>	<b>972.56</b>	<b>94.21</b>
<b>Dept 9045</b>	<b>LIFE INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	300.00	300.00	250.62	49.38	0.00	49.38	83.54
<b>Total Dept 9045</b>	<b>LIFE INSURANCE</b>	<b>0.00</b>	<b>300.00</b>	<b>300.00</b>	<b>250.62</b>	<b>49.38</b>	<b>0.00</b>	<b>49.38</b>	<b>83.54</b>
<b>Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
<b>Total Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
<b>Dept 9055</b>	<b>DISABILITY INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	916.25	83.75	0.00	83.75	91.63
<b>Total Dept 9055</b>	<b>DISABILITY INSURANCE</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>916.25</b>	<b>83.75</b>	<b>0.00</b>	<b>83.75</b>	<b>91.63</b>
<b>Dept 9060</b>	<b>HOSPITALIZATION</b>								
0008	EMPLOYEE BENEFITS	(7,522.82)	149,571.00	149,571.00	142,835.73	6,735.27	0.00	6,735.27	95.50
<b>Total Dept 9060</b>	<b>HOSPITALIZATION</b>	<b>(7,522.82)</b>	<b>149,571.00</b>	<b>149,571.00</b>	<b>142,835.73</b>	<b>6,735.27</b>	<b>0.00</b>	<b>6,735.27</b>	<b>95.50</b>
<b>Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>								
0008	EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
<b>Total Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>	<b>0.00</b>	<b>100.00</b>	<b>100.00</b>	<b>0.00</b>	<b>100.00</b>	<b>0.00</b>	<b>100.00</b>	<b>0.00</b>
<b>Total Fund 0002</b>	<b>PART TOWN FUND</b>	<b>39,271.43</b>	<b>1,297,828.00</b>	<b>1,354,608.50</b>	<b>1,077,304.89</b>	<b>277,303.61</b>	<b>135,907.58</b>	<b>141,396.03</b>	<b>79.53</b>

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0003</b>	<b>LIBRARY FUND</b>								
<b>Dept 4560</b>	<b>PHYSICIAN</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	600.00	600.00	585.00	15.00	0.00	15.00	97.50
<b>Total Dept 4560</b>	<b>PHYSICIAN</b>	<b>0.00</b>	<b>600.00</b>	<b>600.00</b>	<b>585.00</b>	<b>15.00</b>	<b>0.00</b>	<b>15.00</b>	<b>97.50</b>
<b>Dept 7410</b>	<b>LIBRARY</b>								
0001	PERSONAL SERVICES	31,146.42	851,238.00	851,238.00	768,759.47	82,478.53	0.00	82,478.53	90.31
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,910.00	3,201.50	3,201.50	0.00	0.00	0.00	100.00
0004	CONTRACTUAL & MISC. EXPENSE	33,818.01	234,890.00	247,633.70	218,575.87	29,057.83	17,690.86	11,366.97	88.27
<b>Total Dept 7410</b>	<b>LIBRARY</b>	<b>64,964.43</b>	<b>1,089,038.00</b>	<b>1,102,073.20</b>	<b>990,536.84</b>	<b>111,536.36</b>	<b>17,690.86</b>	<b>93,845.50</b>	<b>89.88</b>
<b>Dept 9010</b>	<b>STATE RETIREMENT</b>								
0008	EMPLOYEE BENEFITS	0.00	89,294.00	89,294.00	80,330.20	8,963.80	0.00	8,963.80	89.96
<b>Total Dept 9010</b>	<b>STATE RETIREMENT</b>	<b>0.00</b>	<b>89,294.00</b>	<b>89,294.00</b>	<b>80,330.20</b>	<b>8,963.80</b>	<b>0.00</b>	<b>8,963.80</b>	<b>89.96</b>
<b>Dept 9030</b>	<b>SOCIAL SECURITY</b>								
0008	EMPLOYEE BENEFITS	2,372.59	65,120.00	65,120.00	57,400.10	7,719.90	0.00	7,719.90	88.15
<b>Total Dept 9030</b>	<b>SOCIAL SECURITY</b>	<b>2,372.59</b>	<b>65,120.00</b>	<b>65,120.00</b>	<b>57,400.10</b>	<b>7,719.90</b>	<b>0.00</b>	<b>7,719.90</b>	<b>88.15</b>
<b>Dept 9040</b>	<b>WORKERS COMPENSATION</b>								
0008	EMPLOYEE BENEFITS	0.00	7,000.00	8,636.00	8,635.98	0.02	0.00	0.02	100.00
<b>Total Dept 9040</b>	<b>WORKERS COMPENSATION</b>	<b>0.00</b>	<b>7,000.00</b>	<b>8,636.00</b>	<b>8,635.98</b>	<b>0.02</b>	<b>0.00</b>	<b>0.02</b>	<b>100.00</b>
<b>Dept 9045</b>	<b>LIFE INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	350.00	350.00	255.66	94.34	0.00	94.34	73.05
<b>Total Dept 9045</b>	<b>LIFE INSURANCE</b>	<b>0.00</b>	<b>350.00</b>	<b>350.00</b>	<b>255.66</b>	<b>94.34</b>	<b>0.00</b>	<b>94.34</b>	<b>73.05</b>
<b>Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
<b>Total Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>	<b>0.00</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>
<b>Dept 9055</b>	<b>DISABILITY INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	1,500.00	882.04	617.96	0.00	617.96	58.80
<b>Total Dept 9055</b>	<b>DISABILITY INSURANCE</b>	<b>0.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>882.04</b>	<b>617.96</b>	<b>0.00</b>	<b>617.96</b>	<b>58.80</b>
<b>Dept 9060</b>	<b>HOSPITALIZATION</b>								
0008	EMPLOYEE BENEFITS	(16,494.00)	151,000.00	149,364.00	122,665.09	26,698.91	0.00	26,698.91	82.12
<b>Total Dept 9060</b>	<b>HOSPITALIZATION</b>	<b>(16,494.00)</b>	<b>151,000.00</b>	<b>149,364.00</b>	<b>122,665.09</b>	<b>26,698.91</b>	<b>0.00</b>	<b>26,698.91</b>	<b>82.12</b>
<b>Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>								
0008	EMPLOYEE BENEFITS	18.75	300.00	300.00	208.75	91.25	18.75	72.50	69.58
<b>Total Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>	<b>18.75</b>	<b>300.00</b>	<b>300.00</b>	<b>208.75</b>	<b>91.25</b>	<b>18.75</b>	<b>72.50</b>	<b>69.58</b>
<b>Total Fund 0003</b>	<b>LIBRARY FUND</b>	<b>50,861.77</b>	<b>1,404,702.00</b>	<b>1,417,737.20</b>	<b>1,261,499.66</b>	<b>156,237.54</b>	<b>17,709.61</b>	<b>138,527.93</b>	<b>88.98</b>

**TOWN OF PITTSFORD****Expense Control Report**

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0004</b>	<b>HIGHWAY WHOLE TOWN FUND</b>								
<b>Dept 1989</b>	<b>UNCLASSIFIED</b>								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	314,409.00	445,305.00	345,484.50	99,820.50	99,668.00	152.50	77.58
<b>Total Dept 1989</b>	<b>UNCLASSIFIED</b>	<b>0.00</b>	<b>314,409.00</b>	<b>445,305.00</b>	<b>345,484.50</b>	<b>99,820.50</b>	<b>99,668.00</b>	<b>152.50</b>	<b>77.58</b>
<b>Dept 4560</b>	<b>PHYSICIAN</b>								
0004	CONTRACTUAL & MISC. EXPENSE	220.00	2,000.00	2,340.00	2,230.00	110.00	0.00	110.00	95.30
<b>Total Dept 4560</b>	<b>PHYSICIAN</b>	<b>220.00</b>	<b>2,000.00</b>	<b>2,340.00</b>	<b>2,230.00</b>	<b>110.00</b>	<b>0.00</b>	<b>110.00</b>	<b>95.30</b>
<b>Dept 5130</b>	<b>MACHINERY</b>								
0001	PERSONAL SERVICES	2,829.60	88,534.00	88,534.00	76,338.41	12,195.59	0.00	12,195.59	86.22
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	8,700.00	10,599.99	10,254.44	345.55	0.00	345.55	96.74
0004	CONTRACTUAL & MISC. EXPENSE	10,413.42	163,700.00	179,129.85	163,835.87	15,293.98	4,349.33	10,944.65	91.46
<b>Total Dept 5130</b>	<b>MACHINERY</b>	<b>13,243.02</b>	<b>260,934.00</b>	<b>278,263.84</b>	<b>250,428.72</b>	<b>27,835.12</b>	<b>4,349.33</b>	<b>23,485.79</b>	<b>90.00</b>
<b>Dept 5140</b>	<b>BRUSH &amp; WEEDS</b>								
0001	PERSONAL SERVICES	0.00	10,000.00	10,000.00	2,772.80	7,227.20	0.00	7,227.20	27.73
<b>Total Dept 5140</b>	<b>BRUSH &amp; WEEDS</b>	<b>0.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>2,772.80</b>	<b>7,227.20</b>	<b>0.00</b>	<b>7,227.20</b>	<b>27.73</b>
<b>Dept 5142</b>	<b>SNOW REMOVAL</b>								
0001	PERSONAL SERVICES	99,771.71	862,091.00	862,091.00	718,356.23	143,734.77	0.00	143,734.77	83.33
0004	CONTRACTUAL & MISC. EXPENSE	21,171.23	378,550.00	481,500.00	439,136.55	42,363.45	13,742.03	28,621.42	91.20
<b>Total Dept 5142</b>	<b>SNOW REMOVAL</b>	<b>120,942.94</b>	<b>1,240,641.00</b>	<b>1,343,591.00</b>	<b>1,157,492.78</b>	<b>186,098.22</b>	<b>13,742.03</b>	<b>172,356.19</b>	<b>86.15</b>
<b>Dept 9010</b>	<b>STATE RETIREMENT</b>								
0008	EMPLOYEE BENEFITS	0.00	151,105.00	151,105.00	138,243.46	12,861.54	0.00	12,861.54	91.49
<b>Total Dept 9010</b>	<b>STATE RETIREMENT</b>	<b>0.00</b>	<b>151,105.00</b>	<b>151,105.00</b>	<b>138,243.46</b>	<b>12,861.54</b>	<b>0.00</b>	<b>12,861.54</b>	<b>91.49</b>
<b>Dept 9030</b>	<b>SOCIAL SECURITY</b>								
0008	EMPLOYEE BENEFITS	7,872.58	73,490.00	73,490.00	61,254.39	12,235.61	0.00	12,235.61	83.35
<b>Total Dept 9030</b>	<b>SOCIAL SECURITY</b>	<b>7,872.58</b>	<b>73,490.00</b>	<b>73,490.00</b>	<b>61,254.39</b>	<b>12,235.61</b>	<b>0.00</b>	<b>12,235.61</b>	<b>83.35</b>
<b>Dept 9040</b>	<b>WORKERS COMPENSATION</b>								
0008	EMPLOYEE BENEFITS	0.00	74,500.00	74,500.00	47,118.07	27,381.93	0.00	27,381.93	63.25
<b>Total Dept 9040</b>	<b>WORKERS COMPENSATION</b>	<b>0.00</b>	<b>74,500.00</b>	<b>74,500.00</b>	<b>47,118.07</b>	<b>27,381.93</b>	<b>0.00</b>	<b>27,381.93</b>	<b>63.25</b>
<b>Dept 9045</b>	<b>LIFE INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	750.00	750.00	643.15	106.85	0.00	106.85	85.75
<b>Total Dept 9045</b>	<b>LIFE INSURANCE</b>	<b>0.00</b>	<b>750.00</b>	<b>750.00</b>	<b>643.15</b>	<b>106.85</b>	<b>0.00</b>	<b>106.85</b>	<b>85.75</b>
<b>Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	2,168.00	832.00	0.00	832.00	72.27

# TOWN OF PITTSFORD

## Expense Control Report

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0004</b>	<b>HIGHWAY WHOLE TOWN FUND</b>								
<b>Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>								
<b>Total Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>	0.00	3,000.00	3,000.00	2,168.00	832.00	0.00	832.00	72.27
<b>Dept 9055</b>	<b>DISABILITY INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	2,375.00	2,375.00	1,198.24	1,176.76	0.00	1,176.76	50.45
<b>Total Dept 9055</b>	<b>DISABILITY INSURANCE</b>	0.00	2,375.00	2,375.00	1,198.24	1,176.76	0.00	1,176.76	50.45
<b>Dept 9060</b>	<b>HOSPITALIZATION</b>								
0008	EMPLOYEE BENEFITS	(26,950.39)	411,497.00	411,497.00	356,302.34	55,194.66	0.00	55,194.66	86.59
<b>Total Dept 9060</b>	<b>HOSPITALIZATION</b>	(26,950.39)	411,497.00	411,497.00	356,302.34	55,194.66	0.00	55,194.66	86.59
<b>Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>								
0008	EMPLOYEE BENEFITS	9.37	200.00	200.00	103.12	96.88	9.38	87.50	51.56
<b>Total Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>	9.37	200.00	200.00	103.12	96.88	9.38	87.50	51.56
<b>Total Fund 0004</b>	<b>HIGHWAY WHOLE TOWN FUND</b>	115,337.52	2,544,901.00	2,796,416.84	2,365,439.57	430,977.27	117,768.74	313,208.53	84.59

# TOWN OF PITTSFORD

## Expense Control Report

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund 0005</b>	<b>HIGHWAY PART TOWN FUND</b>								
<b>Dept 4560</b>	<b>PHYSICIAN</b>								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,225.00	2,225.00	2,225.00	0.00	0.00	0.00	100.00
<b>Total Dept 4560</b>	<b>PHYSICIAN</b>	<b>0.00</b>	<b>2,225.00</b>	<b>2,225.00</b>	<b>2,225.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Dept 5110</b>	<b>GENERAL REPAIRS</b>								
0001	PERSONAL SERVICES	7,712.06	1,466,527.00	1,466,527.00	1,341,029.76	125,497.24	0.00	125,497.24	91.44
0004	CONTRACTUAL & MISC. EXPENSE	244,610.66	1,054,598.00	1,430,327.81	1,159,710.69	270,617.12	236,045.00	34,572.12	81.08
<b>Total Dept 5110</b>	<b>GENERAL REPAIRS</b>	<b>252,322.72</b>	<b>2,521,125.00</b>	<b>2,896,854.81</b>	<b>2,500,740.45</b>	<b>396,114.36</b>	<b>236,045.00</b>	<b>160,069.36</b>	<b>86.33</b>
<b>Dept 5112</b>	<b>IMPROVEMENTS</b>								
0002	EQUIPMENT & CAPITAL OUTLAY	821.80	196,324.00	266,899.00	233,768.93	33,130.07	8,428.77	24,701.30	87.59
<b>Total Dept 5112</b>	<b>IMPROVEMENTS</b>	<b>821.80</b>	<b>196,324.00</b>	<b>266,899.00</b>	<b>233,768.93</b>	<b>33,130.07</b>	<b>8,428.77</b>	<b>24,701.30</b>	<b>87.59</b>
<b>Dept 9010</b>	<b>STATE RETIREMENT</b>								
0008	EMPLOYEE BENEFITS	0.00	181,412.00	181,412.00	153,806.02	27,605.98	0.00	27,605.98	84.78
<b>Total Dept 9010</b>	<b>STATE RETIREMENT</b>	<b>0.00</b>	<b>181,412.00</b>	<b>181,412.00</b>	<b>153,806.02</b>	<b>27,605.98</b>	<b>0.00</b>	<b>27,605.98</b>	<b>84.78</b>
<b>Dept 9030</b>	<b>SOCIAL SECURITY</b>								
0008	EMPLOYEE BENEFITS	589.99	112,190.00	112,190.00	98,044.58	14,145.42	0.00	14,145.42	87.39
<b>Total Dept 9030</b>	<b>SOCIAL SECURITY</b>	<b>589.99</b>	<b>112,190.00</b>	<b>112,190.00</b>	<b>98,044.58</b>	<b>14,145.42</b>	<b>0.00</b>	<b>14,145.42</b>	<b>87.39</b>
<b>Dept 9040</b>	<b>WORKERS COMPENSATION</b>								
0008	EMPLOYEE BENEFITS	0.00	221,000.00	221,000.00	192,183.71	28,816.29	0.00	28,816.29	86.96
<b>Total Dept 9040</b>	<b>WORKERS COMPENSATION</b>	<b>0.00</b>	<b>221,000.00</b>	<b>221,000.00</b>	<b>192,183.71</b>	<b>28,816.29</b>	<b>0.00</b>	<b>28,816.29</b>	<b>86.96</b>
<b>Dept 9045</b>	<b>LIFE INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	700.00	700.00	578.37	121.63	0.00	121.63	82.62
<b>Total Dept 9045</b>	<b>LIFE INSURANCE</b>	<b>0.00</b>	<b>700.00</b>	<b>700.00</b>	<b>578.37</b>	<b>121.63</b>	<b>0.00</b>	<b>121.63</b>	<b>82.62</b>
<b>Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.00
<b>Total Dept 9050</b>	<b>UNEMPLOYMENT INSURANCE</b>	<b>0.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
<b>Dept 9055</b>	<b>DISABILITY INSURANCE</b>								
0008	EMPLOYEE BENEFITS	0.00	2,250.00	2,250.00	1,710.94	539.06	0.00	539.06	76.04
<b>Total Dept 9055</b>	<b>DISABILITY INSURANCE</b>	<b>0.00</b>	<b>2,250.00</b>	<b>2,250.00</b>	<b>1,710.94</b>	<b>539.06</b>	<b>0.00</b>	<b>539.06</b>	<b>76.04</b>
<b>Dept 9060</b>	<b>HOSPITALIZATION</b>								
0008	EMPLOYEE BENEFITS	(23,016.67)	496,268.00	496,268.00	434,485.32	61,782.68	0.00	61,782.68	87.55
<b>Total Dept 9060</b>	<b>HOSPITALIZATION</b>	<b>(23,016.67)</b>	<b>496,268.00</b>	<b>496,268.00</b>	<b>434,485.32</b>	<b>61,782.68</b>	<b>0.00</b>	<b>61,782.68</b>	<b>87.55</b>
<b>Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>								
0008	EMPLOYEE BENEFITS	9.38	300.00	300.00	103.13	196.87	9.37	187.50	34.38

Date Prepared: 12/12/2019 04:20 PM

Report Date: 12/12/2019

Account Table: EXP 1-5

Alt. Sort Table:

# TOWN OF PITTSFORD

## Expense Control Report

Fiscal Year: 2019 Period From: 1 To: 12

GLR0122 1.0

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Prepared By: GREG

		<b>Curr. Month Total Expended</b>	<b>Original Budget</b>	<b>YTD Adjusted Budget</b>	<b>YTD Actual Expended</b>	<b>YTD Unexpended Balance</b>	<b>YTD Encumbered</b>	<b>YTD Available Balance</b>	<b>Percent Exp. Balance</b>
<b>Fund 0005</b>	<b>HIGHWAY PART TOWN FUND</b>								
<b>Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>								
<b>Total Dept 9089</b>	<b>MISC. EMPLOYEE BENEFITS</b>	<b>9.38</b>	<b>300.00</b>	<b>300.00</b>	<b>103.13</b>	<b>196.87</b>	<b>9.37</b>	<b>187.50</b>	<b>34.38</b>
<b>Total Fund 0005</b>	<b>HIGHWAY PART TOWN FUND</b>	<b>230,727.22</b>	<b>3,736,794.00</b>	<b>4,183,098.81</b>	<b>3,620,646.45</b>	<b>562,452.36</b>	<b>244,483.14</b>	<b>317,969.22</b>	<b>86.55</b>
<b>Grand Total</b>		<b>905,675.25</b>	<b>19,484,537.00</b>	<b>20,772,757.66</b>	<b>17,863,288.04</b>	<b>2,909,469.62</b>	<b>809,404.10</b>	<b>2,100,065.52</b>	<b>85.99</b>

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

# TOWN OF PITTSFORD

## Revenue Control Report

Fiscal Year: 2019 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
<b>Fund 0001</b>	<b>GENERAL FUND</b>							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	6,500,063.00	6,500,063.00	6,500,063.00	0.00	100.00
Item 1081	OTHER PYMT IN LIEU OF TAXES	0.00	0.00	9,697.00	9,697.00	9,658.84	38.16	99.61
Item 1090	INTEREST & PENALTY ON PROP TAX	24,086.49	(24,086.49)	175,000.00	175,000.00	150,732.90	24,267.10	86.13
Item 1170	FRANCHISES	0.00	0.00	435,000.00	435,000.00	424,085.61	10,914.39	97.49
Item 1232	TAX COLLECTOR FEES	0.00	0.00	3,820.00	3,820.00	0.00	3,820.00	0.00
Item 1255	CLERK FEES	170.00	(170.00)	4,000.00	4,000.00	3,306.14	693.86	82.65
Item 1550	DOG WARDEN FEES	0.00	0.00	1,000.00	1,000.00	815.00	185.00	81.50
Item 2001	CULTURE & RECREATION FEES	(1,278.00)	1,278.00	727,100.00	775,100.00	850,313.93	(75,213.93)	109.70
Item 2189	OTH HOME/COMM SER	0.00	0.00	0.00	0.00	3,573.70	(3,573.70)	100.00
Item 2210	GENERAL SERVICES - OTHER GOV'T	0.00	0.00	39,022.00	39,022.00	5,684.00	33,338.00	14.57
Item 2228	GIS CHARGES, OTHER GOV'T	0.00	0.00	0.00	0.00	19,553.00	(19,553.00)	100.00
Item 2350	YOUTH SER/OTHER GOV'T.	0.00	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00
Item 2351	PROGRAMS FOR AGING - OTHER GOV'T	0.00	0.00	37,372.00	37,372.00	35,059.85	2,312.15	93.81
Item 2401	INTEREST & EARNINGS	5,105.84	(5,105.84)	55,000.00	55,000.00	167,978.41	(112,978.41)	305.42
Item 2410	RENTAL OF LAND	1,550.00	(1,550.00)	123,980.00	123,980.00	132,198.96	(8,218.96)	106.63
Item 2411	FIELD USE FEES	0.00	0.00	8,000.00	8,000.00	7,319.00	681.00	91.49
Item 2450	COMMISSIONS	59.15	(59.15)	500.00	500.00	737.50	(237.50)	147.50
Item 2544	DOG LICENSES	901.00	(901.00)	17,000.00	17,000.00	17,475.00	(475.00)	102.79
Item 2560	STREET OPENING PERMITS	0.00	0.00	2,510.00	2,510.00	1,245.00	1,265.00	49.60
Item 2590	PERMITS	75.00	(75.00)	8,000.00	8,000.00	7,605.00	395.00	95.06
Item 2610	FINES & FORFEITED BAIL	0.00	0.00	80,000.00	80,000.00	66,415.86	13,584.14	83.02
Item 2650	SALE OF SCRAP & EXCESS	0.00	0.00	0.00	0.00	760.90	(760.90)	100.00
Item 2655	MINOR SALES	0.00	0.00	0.00	0.00	95.58	(95.58)	100.00
Item 2680	INSURANCE RECOVERIES	0.00	0.00	500.00	500.00	0.00	500.00	0.00
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	1,500.00	1,500.00	10,460.00	(8,960.00)	697.33
Item 2705	GIFTS & DONATIONS	0.00	0.00	23,200.00	23,200.00	23,131.22	68.78	99.70
Item 2770	OTHER UNCLASSIFIED REVENUES	412.68	(412.68)	23,767.00	23,767.00	20,039.60	3,727.40	84.32
Item 2801	INTERFUND REVENUES	0.00	0.00	22,000.00	22,000.00	16,854.00	5,146.00	76.61
Item 3001	STATE AID PER CAPITA	0.00	0.00	108,081.00	108,081.00	0.00	108,081.00	0.00
Item 3005	MORTGAGE TAX	0.00	0.00	841,500.00	841,500.00	415,741.26	425,758.74	49.40
Item 3040	REAL PROPERTY TAX ADMIN	0.00	0.00	0.00	0.00	28,614.53	(28,614.53)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	200,000.00	553,914.00	553,914.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	1,045,700.00	1,164,370.31	0.00	1,164,370.31	0.00
<b>Total Fund 0001</b>	<b>GENERAL FUND</b>	<b>31,082.16</b>	<b>(31,082.16)</b>	<b>10,500,312.00</b>	<b>11,020,896.31</b>	<b>9,473,431.79</b>	<b>1,547,464.52</b>	<b>85.96</b>

Date Prepared: 12/12/2019 03:51 PM

Report Date: 12/12/2019

Account Table: FUND 1-5

Alt. Sort Table:

# TOWN OF PITTSFORD

## Revenue Control Report

Fiscal Year: 2019 Period From: 1 To: 12

GLR0116 1.0

Page 2 of 5

Prepared By: GREG

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
<b>Fund 0002</b>	<b>PART TOWN FUND</b>							
Item 1120	SALES TAX	0.00	0.00	800,000.00	800,000.00	800,000.00	0.00	100.00
Item 1560	SAFETY INSPECTION FEES	0.00	0.00	18,150.00	18,150.00	50,299.38	(32,149.38)	277.13
Item 1570	DEMOLITION PERMITS	40.00	(40.00)	750.00	750.00	960.00	(210.00)	128.00
Item 2110	ZONING FEES	132.00	(132.00)	2,000.00	2,000.00	2,206.00	(206.00)	110.30
Item 2115	PLANNING BOARD FEES	920.00	(920.00)	11,000.00	11,000.00	4,611.00	6,389.00	41.92
Item 2210	GENERAL SERVICES - OTHER GOV'T	0.00	0.00	7,800.00	7,800.00	0.00	7,800.00	0.00
Item 2401	INTEREST & EARNINGS	2,117.06	(2,117.06)	7,500.00	7,500.00	26,330.19	(18,830.19)	351.07
Item 2545	LICENSES, OTHER	75.00	(75.00)	3,000.00	3,000.00	2,025.00	975.00	67.50
Item 2550	PERMITS - CERT. OF OCCUPANCY	780.13	(780.13)	3,000.00	3,000.00	2,707.49	292.51	90.25
Item 2555	BUILDING & ALTERATION PERMITS	11,868.05	(11,868.05)	90,500.00	90,500.00	84,414.48	6,085.52	93.28
Item 2590	PERMITS	220.00	(220.00)	3,000.00	3,000.00	3,850.00	(850.00)	128.33
Item 2591	FIRE ALARM PERMITS	40.00	(40.00)	2,000.00	2,000.00	180.00	1,820.00	9.00
Item 2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.00	200.00	(200.00)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	30,852.00	30,852.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	349,128.00	375,056.50	0.00	375,056.50	0.00
<b>Total Fund 0002</b>	<b>PART TOWN FUND</b>	<b>16,192.24</b>	<b>(16,192.24)</b>	<b>1,297,828.00</b>	<b>1,354,608.50</b>	<b>1,008,635.54</b>	<b>345,972.96</b>	<b>74.46</b>

Date Prepared: 12/12/2019 03:51 PM

Report Date: 12/12/2019

Account Table: FUND 1-5

Alt. Sort Table:

# TOWN OF PITTSFORD

## Revenue Control Report

Fiscal Year: 2019 Period From: 1 To: 12

GLR0116 1.0

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Prepared By: GREG

		<b>Curr. Month Revenue Receipts</b>	<b>Curr. Month Budget Balance</b>	<b>Original Budget</b>	<b>YTD Adjusted Budget</b>	<b>YTD Revenue Receipts</b>	<b>YTD Budget Balance</b>	<b>Percent Received Balance</b>
<b>Fund 0003</b>	<b>LIBRARY FUND</b>							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,263,452.00	1,263,452.00	1,263,452.00	0.00	100.00
Item 2080	COPIER FEES	224.68	(224.68)	1,500.00	1,500.00	1,400.58	99.42	93.37
Item 2081	COLLECTION FEES	(363.55)	363.55	1,250.00	1,250.00	577.91	672.09	46.23
Item 2082	LIBRARY FINES	1,529.86	(1,529.86)	55,000.00	55,000.00	50,908.79	4,091.21	92.56
Item 2083	PRINTING REVENUE	0.00	0.00	5,000.00	5,000.00	4,973.59	26.41	99.47
Item 2401	INTEREST & EARNINGS	412.28	(412.28)	8,500.00	8,500.00	19,166.28	(10,666.28)	225.49
Item 2760	SYSTEM GRANTS	0.00	0.00	0.00	0.00	8,623.00	(8,623.00)	100.00
Item 2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.00	7.95	(7.95)	100.00
Item 3089	OTHER STATE AID	0.00	1,000.00	0.00	1,000.00	1,000.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	70,000.00	82,035.20	0.00	82,035.20	0.00
<b>Total Fund 0003</b>	<b>LIBRARY FUND</b>	<b>1,803.27</b>	<b>(803.27)</b>	<b>1,404,702.00</b>	<b>1,417,737.20</b>	<b>1,350,110.10</b>	<b>67,627.10</b>	<b>95.23</b>

Date Prepared: 12/12/2019 03:51:PM

Report Date: 12/12/2019

Account Table: FUND 1-5

Alt. Sort Table:

# TOWN OF PITTSFORD

## Revenue Control Report

Fiscal Year: 2019 Period From: 1 To: 12

GLR0116 1.0

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Prepared By: GREG

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
<b>Fund 0004</b>	<b>HIGHWAY WHOLE TOWN FUND</b>							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,767,596.00	1,767,596.00	1,767,596.00	0.00	100.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	430,305.00	430,305.00	441,301.15	(10,996.15)	102.56
Item 2401	INTEREST & EARNINGS	2,244.47	(2,244.47)	20,000.00	20,000.00	48,201.23	(28,201.23)	241.01
Item 2650	SALE OF SCRAP & EXCESS	0.00	0.00	1,500.00	1,500.00	3,116.50	(1,616.50)	207.77
Item 2680	INSURANCE RECOVERIES	0.00	0.00	500.00	500.00	0.00	500.00	0.00
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	7.68	(7.68)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	130,636.00	130,636.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	325,000.00	445,879.84	0.00	445,879.84	0.00
<b>Total Fund 0004</b>	<b>HIGHWAY WHOLE TOWN FUND</b>	<b>2,244.47</b>	<b>(2,244.47)</b>	<b>2,544,901.00</b>	<b>2,796,416.84</b>	<b>2,390,858.56</b>	<b>405,558.28</b>	<b>85.50</b>

Date Prepared: 12/12/2019 03:51 PM

Report Date: 12/12/2019

Account Table: FUND 1-5

Alt. Sort Table:

# TOWN OF PITTSFORD

## Revenue Control Report

Fiscal Year: 2019 Period From: 1 To: 12

GLR0116 1.0

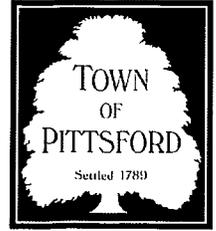
Page 5 of 5

Prepared By: GREG

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
<b>Fund 0005</b>	<b>HIGHWAY PART TOWN FUND</b>							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	733,470.00	733,470.00	733,470.00	0.00	100.00
Item 1120	SALES TAX	0.00	0.00	2,070,000.00	2,070,000.00	2,019,984.67	50,015.33	97.58
Item 2300	SERVICE - OTHER GOV'T.	4,235.52	(4,235.52)	5,000.00	5,000.00	4,235.52	764.48	84.71
Item 2401	INTEREST & EARNINGS	1,916.31	(1,916.31)	20,000.00	20,000.00	50,857.34	(30,857.34)	254.29
Item 3501	CHIPS PROGRAM	0.00	0.00	171,324.00	241,899.00	0.00	241,899.00	0.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	237,000.00	237,000.00	237,000.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	500,000.00	875,729.81	0.00	875,729.81	0.00
<b>Total Fund 0005</b>	<b>HIGHWAY PART TOWN FUND</b>	<b>6,151.83</b>	<b>(6,151.83)</b>	<b>3,736,794.00</b>	<b>4,183,098.81</b>	<b>3,045,547.53</b>	<b>1,137,551.28</b>	<b>72.81</b>
<b>Grand Total</b>		<b>57,473.97</b>	<b>(56,473.97)</b>	<b>19,484,537.00</b>	<b>20,772,757.66</b>	<b>17,268,583.52</b>	<b>3,504,174.14</b>	<b>83.13</b>

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

# MEMORANDUM



**To:** Pittsford Town Board

**From:** Paul Schenkel - Commissioner of Public Works

**Date:** December 11, 2019

**Regarding:** Cooperative Agreement with the Pittsford Fire District

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

Since 2002 the Town has had an Intermunicipal Cooperative Agreement with the Pittsford Fire District for the sharing of personnel and equipment. The most recent 5 year agreement has since expired and is due for renewal. The attached proposed agreement as not changed except for the new expiration date of December 31, 2025

The arrangement is on a "borrower" and "lender" basis, with no charges from one to the other. This agreement has been very effective throughout the years since each entity has specialized equipment and personnel that are equally shared sometimes at little to no notice.

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

**Resolved,** the Town Board authorizes the Town Supervisor to execute the proposed Intermunicipal Cooperative Agreement with the Pittsford Fire District

## INTERMUNICIPAL COOPERATION AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **TOWN OF PITTSFORD**, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534, hereinafter referred to as the "Town," and the **PITTSFORD FIRE DISTRICT**, a municipal corporation having offices at 8 Monroe Avenue, Pittsford, New York 14534, hereinafter referred to as the "District". This agreement is made pursuant to §119-o of the General Municipal Law.

WHEREAS, the Town and District each own and operate various types of equipment; and

WHEREAS, the Town and the District each employ personnel that possess certain levels of expertise that may be of assistance to the other as the need arises from time to time; and

WHEREAS, the both the Town and the District are each desirous of assisting the other in providing low cost and efficient services to the taxpayers of the Pittsford community by sharing appropriate equipment and personnel as the need may arise from time to time.

NOW, THEREFORE, the Town and the District for the consideration hereinafter set forth, agree as follows:

### Definitions.

1. "Borrower" – shall mean the party receiving the use of equipment or personnel.
2. "Lender" – shall mean the party providing the use of equipment or personnel.
3. "Party" – shall mean either municipal corporation that has executed this agreement.

### Term.

4. The term of this agreement shall continue from execution to December 31, 2025, unless terminated by either party as set forth in Paragraph 5.
5. Either party may terminate this agreement upon thirty (30) days written notice to the other. Such written notice shall be sent to the designated agent for each party as set forth in Paragraph 16.

Requests for Intermunicipal Assistance.

6. If the District desires intermunicipal assistance from the Town, a request from the Chairman of the Board of Fire Commissioners, or the Chairman's designee, shall be forwarded to the Town Supervisor, or the Town Supervisor's designee.
7. If the Town desires intermunicipal assistance from the District, a request from the Town Supervisor, or the Town Supervisor's designee, shall be forwarded to the Chairman of the Board of Fire Commissioners, or the Chairman's designee; provided, however, that this agreement shall not include the provision of fire protection services to the Town.

Rights and Responsibilities of Lenders.

8. The Lender shall determine what, if any, equipment, personnel or use of facilities may be lent and the duration of use at the time of the request.
9. The Lender, at its discretion, shall provide its personnel to operate the equipment to be lent.
10. The Lender may refuse a request for equipment or services based on the personnel, equipment or facilities needs of the Lender.
11. The Lender shall provide appropriate Workers Compensation or VFBL insurance coverage for its personnel working for the Borrower. Any claim arising from injury to the Lender's employee while working for the Borrower shall be treated in the same manner as if the injured employee was working for the Lender.
12. The Lender shall be responsible to repair any damage to lent equipment which occurs during the Borrower's use, other than damage caused by gross negligence or willful misconduct, unless both the Borrower and the Lender agree otherwise.
13. The Lender makes no warranties, express or implied, with respect to this Agreement, including without limitation, warranties of merchantability or fitness for a particular purpose or intended use. The Borrower accepts the property "as is." In no event shall the Lender be responsible for consequential damages.

Rights and Responsibilities of Borrowers.

14. The Borrower shall provide fuel, oil, lubrication and other materials required for the operation of the equipment lent by the Lender.

15. The Borrower shall release the borrowed equipment or personnel immediately when no longer needed or if the Lender requests the return of the equipment or personnel.

Agents.

16. The Town designates the Town Supervisor as its authorized agent for all communications pursuant to this Agreement and the District designates the Chairman of the Board of Fire Commissioners as its authorized agent for all communications pursuant to this Agreement.

Compliance with Laws.

17. In connection with the services to be performed under this Agreement, the Town and the District and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder.

Liability and Indemnification.

18. The Town hereby covenants and agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys fees and costs of defense, incurred by the District, as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.
19. The District hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys fees and costs of defense, incurred by the Town, as a result of the negligence, omission, breach, fault or intentional misconduct of the District in the conduct of work under this Agreement.
20. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, than that party shall be timely notified by the other party of the portion of the claim for which the party is responsible pursuant to this Agreement.

Independent Contractors; Neither party deemed agent.

21. Each party shall perform the services under this Agreement as an independent contractor. Neither the Town nor any of its officers, agents or

employees, shall present themselves as officers or employees of the District. Neither the District nor any of its officers, agents or employees, shall present themselves as officers or employees of the Town. Neither municipal corporation shall be deemed to be the agent of the other, except as specifically set forth herein.

Prohibition against Agreement transfer and sub-contracting.

22. The Town and the District shall not assign, transfer or dispose, in whole or in part, any right or interest in or to this Agreement and shall not sub-contract, in whole or in part, any services performed under this Agreement.

Extent of Agreement.

23. This Agreement constitutes the entire and integrated Agreement between the parties and supercedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is writing and subscribed by the party against whom the modification or amendment is sought to be enforced.

Applicable Law.

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

Severability.

25. If any provision of this Agreement is held invalid by a Court of Law, the remainder of this Agreement shall be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the day and year set forth above.

TOWN OF PITTSFORD

By: \_\_\_\_\_  
William A. Smith, Supervisor

PITTSFORD FIRE DISTRICT

By: Edward W. Peets  
Edward Peets, Chairman  
Board of Fire Commissioners

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, personally came William A. Smith, to me known, who being by me duly sworn, did depose and state, that she resides in the County of Monroe, State of New York; that she is the Supervisor of TOWN OF PITTSFORD, the municipal corporation described herein; that she executed the foregoing instrument; and that she is authorized to sign her name thereto.

\_\_\_\_\_  
Notary Public

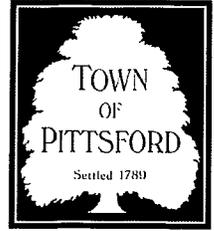
STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this 10<sup>th</sup> day of December, 2020, before me, the subscriber, personally came Edward Peets, to me known, who being by me duly sworn, did depose and state, that he resides in the County of Monroe, State of New York; that he is the Chairman of the Board of Fire Commissioners of the PITTSFORD FIRE DISTRICT, the municipal corporation described herein; that he executed the foregoing instrument; and that he is authorized to sign his name thereto.

Edwin R. Jeffries Jr.  
Notary Public

EDWIN R. JEFFRIES JR.  
Notary Public in the State of New York  
Monroe County, New York  
Commission Expires Feb. 28, 2022  
Registration # 4713859

# MEMORANDUM



**To:** Pittsford Town Board

**From:** Paul Schenkel - Commissioner of Public Works

**Date:** December 11, 2019

**Regarding:** SEQRA for Erie Canal Park and Preserve

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

Planning and permitting for the Erie Canal Park and Preserve continues. We are at the stage with grant reporting and our coordinated review with the Village of Pittsford, that SEQRA needs to be addressed. Permits must be issued by all involved agencies so that we can move on to next steps. SEQRA is required for those permits. Next steps will involve further budget development, preparation of bid specifications, Town Board authorization and then construction.

The approval resolution, SEQRA Short Environmental Assessment Form, and supporting documentation are attached.

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 17th day of December, 2019.

PRESENT: William A. Smith, Jr., Supervisor  
Katherine Bohne Munzinger, Deputy Supervisor  
Kevin S. Beckford, Councilman  
Matthew J. O'Connor, Councilman  
Stephanie Townsend, Councilwoman

---

In the Matter

Of

**SEQRA RESOLUTION**

THE PROPOSED CREATION OF ERIE CANAL PARK AND PRESERVE  
WITHIN THE VILLAGE OF PITTSFORD

---

WHEREAS, the Town Board has proposed to construct a shared-use trail that connects the adjacent Auburn Trail with the Erie Canal Trail and reconstruct a salvaged historic barn on Town-owned land within the Village of Pittsford, to be known as the Erie Canal Park and Preserve; and

WHEREAS, the Town Board has determined that the action proposed herein is an "Unlisted Action" under the State Environmental Quality Review Act (SEQRA) which will be undertaken by the Town Board; and

WHEREAS, the Town Board determines that said Action is also subject to review and approval by other involved agencies under SEQRA regulations published at 6 NYCRR Part 617; and

WHEREAS, more than 30 calendar days have elapsed since all involved agencies received notice of the Town Board's intent to act as lead agency for the coordinated review of this Unlisted Action under SEQRA and were forwarded a copy of the completed SEQRA Short Environmental Assessment Form (EAF) Part 1 for the proposed project; and no such involved agency has made objection thereto; and

WHEREAS, a Short Part 1 and Part 2 EAF has been prepared for the proposed project and has been carefully reviewed by the Town Board and is attached hereto; and

WHEREAS, the completed Short EAF does not identify any significant adverse environmental impacts associated with the proposal.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby declare its intent to be designated as the lead agency for this Action; and

BE IT FURTHER RESOLVED, the Pittsford Town Board, following due deliberation and consideration, finds that the proposed project within the Erie Canal Park and Preserve will have no significant adverse impact on the environment; and, accordingly, issues a Negative Declaration of Environmental Significance.

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

William A. Smith, Jr.	VOTING
Katherine Bohn Munzinger	VOTING
Kevin S. Beckford	VOTING
Matthew J. O'Connor	VOTING
Stephanie Townsend	VOTING

The resolution was thereupon declared duly adopted.

DATED: December 17, 2019

\_\_\_\_\_  
Linda M. Dillon, Clerk of the Town  
Board of the Town of Pittsford,  
New York.

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 December, 2019

\_\_\_\_\_  
Linda M. Dillon, Clerk of the Town  
Board of the Town of Pittsford, New York.

# Short Environmental Assessment Form

## Part 1 - Project Information

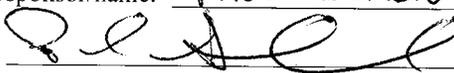
### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Erie Canal Park and Preserve			
Project Location (describe, and attach a location map): Located along the Erie Canal, east of Monroe Avenue and west of the Village of Pittsford Department of Public Works.			
Brief Description of Proposed Action: The project includes the construction of a shared-use trail that connects the adjacent Auburn Trail with the Erie Canalway Trail. In addition, as salvaged historic barn will be reconstructed adjacent to the Erie Canal.  The site is currently undeveloped, there is a combination of meadows, forested areas, small streams, and ponds on the property.  The proposed site changes will include clearing of existing vegetation, as required to construct the trail and to assemble the barn.			
Name of Applicant or Sponsor: Town of Pittsford, Paul Schenkel		Telephone: (585) 248-6250 E-Mail: pschenkel@townofpittsford.org	
Address: 11 S. Main St.			
City/PO: Pittsford		State: NY	Zip Code: 14534
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: DEC Article 15 Protection of waters, Blanket Water Quality Certification, Nationwide 42 Recreational Facilities, Village Planning			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 20 acres b. Total acreage to be physically disturbed? _____ 2.5 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 20 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland			

<p>5. Is the proposed action,</p> <p>a. A permitted use under the zoning regulations?</p> <p>b. Consistent with the adopted comprehensive plan?</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>N/A</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</p> <p>If Yes, identify: _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</p> <p>b. Are public transportation services available at or near the site of the proposed action?</p> <p>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	
<p>9. Does the proposed action meet or exceed the state energy code requirements?</p> <p>If the proposed action will exceed requirements, describe design features and technologies:</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>10. Will the proposed action connect to an existing public/private water supply?</p> <p>If No, describe method for providing potable water: _____</p> <p>Not Applicable</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>11. Will the proposed action connect to existing wastewater utilities?</p> <p>If No, describe method for providing wastewater treatment: _____</p> <p>Not Applicable</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?</p> <p>b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	
<p>13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</p> <p>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</p> <p>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____</p> <p>Impacts to a federal wetland will be determined upon completion of the delineation. Wetland impact will be minimized through the use of piles to elevate the trail above the wetland. No impacts to the class B tributary of East Branch Allen Creek are anticipated, impacts to the banks of the tributary will be minimized in the design of the project.</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: <u>C828137 Monoco Oil Site, 450 feet south of the project a soils management plan in place (see Attachment)</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>828056 NYSDOT Pittsford - Monroe Ave located 1,000 ft to the southwest groundwater contamination present (see Attachment)</u>		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>PAUL SCHENKEL</u> Date: <u>12/11/2019</u>		
Signature: <u></u> Title: <u>Commissioner of Public Works</u>		

Project:

Date:

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

### **Short Environmental Assessment Form Part 3 Determination of Significance**

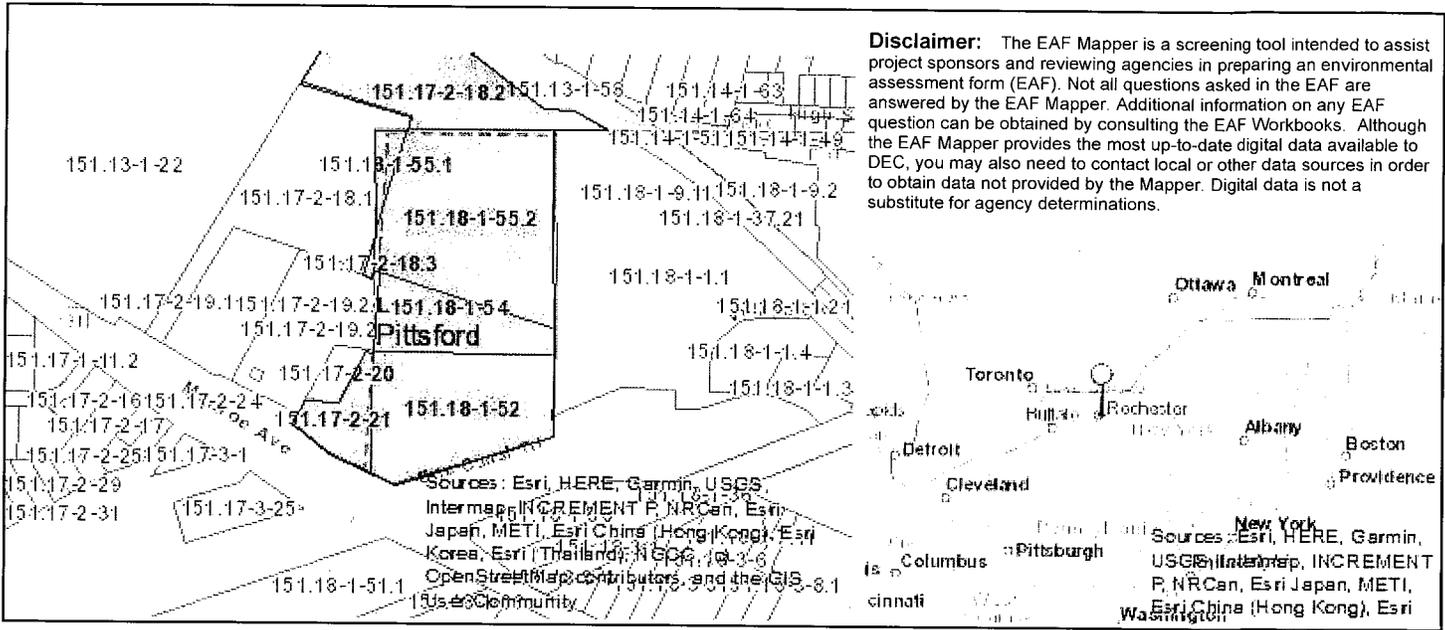
For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town Board of the Town of Pittsford <small style="text-align: center;">Name of Lead Agency</small>	December 17, 2019 <small style="text-align: center;">Date</small>
William A. Smith <small style="text-align: center;">Print or Type Name of Responsible Officer in Lead Agency</small>	Town Supervisor <small style="text-align: center;">Title of Responsible Officer</small>
_____ <small style="text-align: center;">Signature of Responsible Officer in Lead Agency</small>	 <small style="text-align: center;">Signature of Preparer (if different from Responsible Officer)</small>

**PRINT FORM**



# SEQR Attachments



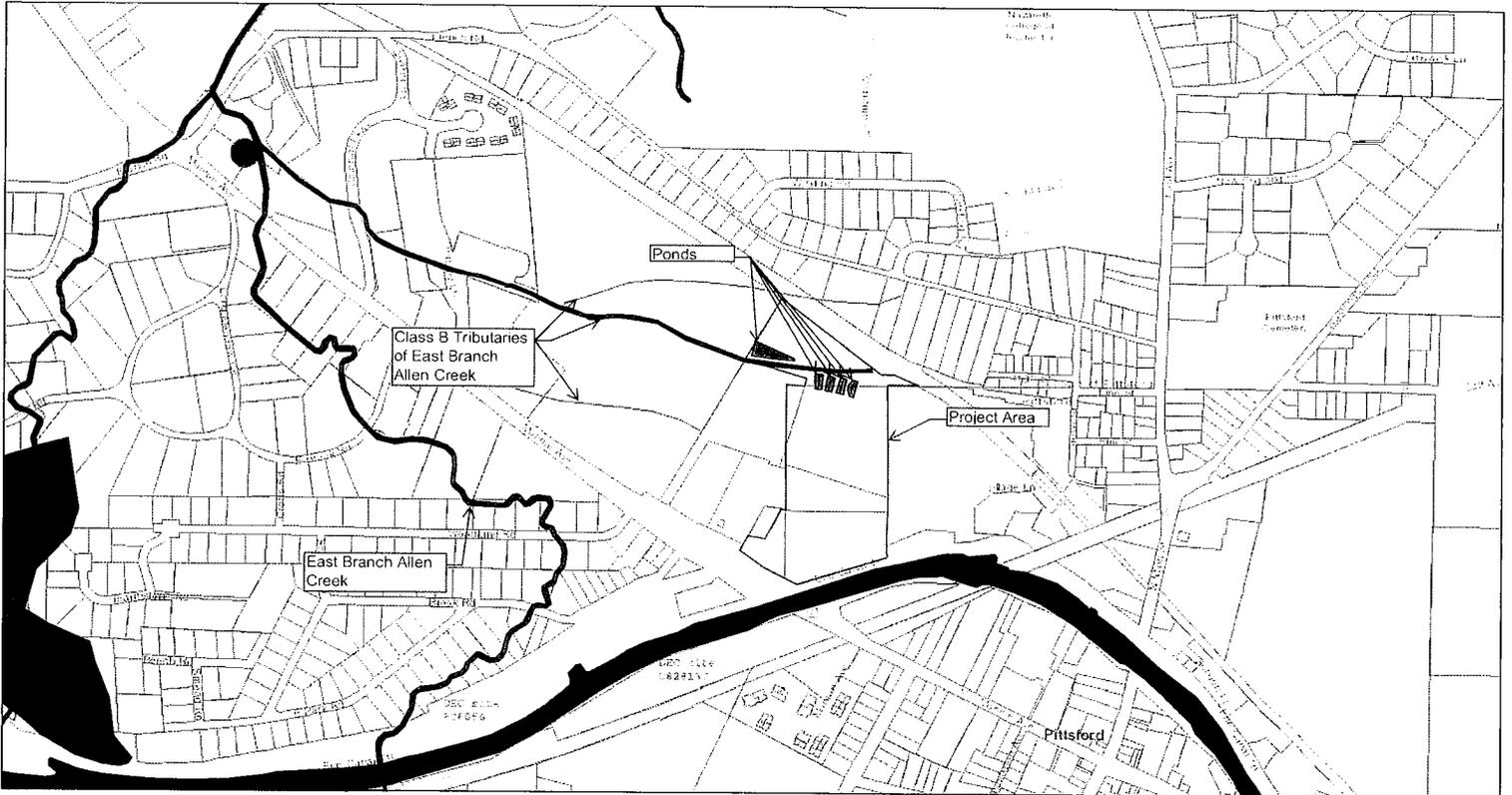
Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

**SEQR Supporting Document Question 13**

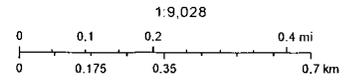
**Map from**

**NYSDEC Environmental Resource Mapper**

# Erie Canal Park and Preserve, Pittsford, NY



August 6, 2019



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

NYS Department of Environmental Conservation  
Not a legal document

**SEQR Supporting Document Question 20**

**Site Details**

**C828137 Monoco Oil Site**

**and**

**828056 NYSDOT Pittsford - Monroe Ave**



**Department of  
Environmental  
Conservation**

## Environmental Remediation Databases Details

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### Site Record

#### Administrative Information

**Site Name:** Monoco Oil Site

**Site Code:** C828137

**Program:** Brownfield Cleanup Program

**Classification:** C

**EPA ID Number:**

#### Location

**DEC Region:** 8

**Address:** 75 Monroe Avenue

**City:**Pittsford Zip: 14534

**County:**Monroe

**Latitude:** 43.092852749

**Longitude:** -77.522414638

**Site Type:**

**Estimated Size:** 7.386 Acres

#### Institutional And Engineering Controls

**Control Type:**

Environmental Easement

**Control Elements:**

Ground Water Use Restriction

Soil Management Plan

Cover System

Landuse Restriction

Monitoring Plan

Site Management Plan

IC/EC Plan

#### Site Owner(s) and Operator(s)

**Current Owner Name:** Pittsford Canalside Properties, LLC

**Current Owner(s) Address:** 301 Exchand Boulevard  
Rochester, NY, 14534

#### Site Document Repository

**Name:** Pittsford Community Library

**Address:** 25 State Street  
Pittsford, NY 14534

## Site Description

**Location:** The Monoco Oil Site is located at 75 Monroe Avenue in Pittsford, a main thoroughfare running East/West in the Town and Village of Pittsford, Monroe County. The site is located between the Erie Canal and the CSX railroad. Adjacent properties to site are: north - Erie Canal; east - Monroe Avenue; south - CSX Railroad; and west - vacant undeveloped land. **Site Features:** The site had a vacant building which was demolished in December 2012. There was some exterior infrastructure that includes a former railcar loading area with sumps and various piping which was removed during the IRM activities. The site has asphalt paved areas as well as open space covered with trees (sapling & mature) and scrub grass and bushes. **Current Zoning/Use(s):** The 7.386 acre site is currently vacant and has been unoccupied since 2000. The site is zoned residential. The surrounding properties are a combination of commercial, residential, and municipal. The nearest residential area is approximately 0.12 miles to the south. **Past Use(s):** The site was initially developed in the mid-1920s along the eastern portion of the site for storage and distribution of petroleum products. Petroleum storage and distribution operations occurred from the early 1930s through to about 1980. The site was reconfigured for the storage and distribution of liquid asphalt and fertilizer during the mid-1980s. Subsequent to the mid-1980s the handling of petroleum products ceased with the exception of the storage of fuel for the on-site boiler systems, machines/equipment, and vehicles. The rail lines were constructed on the southern portion of the site in the mid-1960s. Operations at the site ceased in 2000. The site included a variety of building structures including a main building which housed the boiler, asphalt laboratory, a storage area, and office; a garage and covered loading bay; 25 petroleum/liquid asphalt storage tanks; 2 tank farm buildings; an oil water separator; and boiler and equipment buildings. The storage tanks were aboveground (ASTs) and underground storage tanks (USTs). ASTs installed from 1968 to 1980 with storage capacities ranging between 112,000 and 4.7-million gallons with total asphalt storage capacity of 12.5-million gallons. Dismantling of the asphalt operations began in 2000 and was completed in 2003 with the exception of the main building. There are 16 spills numbers associated with this site. The spills ranged from an ammonium nitrate fertilizer spill in 1985, waste oil spill in 1993, and a #6 fuel oil spill in 1999 and 2000. Numerous odor complaints were lodged against the operators of the site when transfer activities of product occurred. In 2003, a United States Environmental Protection Agency (USEPA) Spill Response was conducted to address a 1999 spill event of approximately 6,000-8,000 gallons of fuel oil that was released to the environment. The USEPA response consisted of the excavation of approximately 1,213 tons of contaminated soil for disposal off-site and the excavation of an additional 15,000 tons of contaminated soil that placed in a bio-cell constructed on-site. As part of the USEPA response numerous groundwater and soil samples were collected and analyzed which indicated impacts to the soil and groundwater at the

site. A Phase I Environmental Site Assessment was conducted in August 2006. Site Geology and Hydrogeology: The topsoil at the site consists of dark brown medium to fine grain sand with little silt to trace fine grained gravel. Glacial till thickness ranged from 2.5-12 feet and consisted of coarse to medium grained sand and coarse to fine grained gravel with little to no silt. A lacustrine deposit was encountered beneath the near surface glacial till and consisted of primarily silt with little to some medium to fine grained sand. The deposits extend to 12 to 16 feet. An alluvial deposit was encountered immediately below the glacial till and ranged in thickness from 8-13 feet. The alluvial deposit consisted of medium to fine grained sand with little to some silt. Fill material was encountered in a few locations on the site and generally ranged in depth from 0 to 13 feet. Bedrock was encountered at approximately 32 feet. The site is located adjacent to the Erie Canal. The Erie Canal is typically drained on or around November 15th and filled on or around April 15th annually. Static water levels were collected during seasonal high (canal filled) and low (canal drained) groundwater. Groundwater flow direction was determined to be in the northerly direction towards the Erie Canal. The depth to the top of groundwater during seasonal low is approximately 15 feet below ground surface and during seasonal high the depth to the top of groundwater is at approximately 6 feet below ground surface. A Brownfield Cleanup Agreement with Pittsford Canal Properties LLC was executed on August 14, 2007. Remedial investigation activities were completed from May 2008 to August 2016. The interim remedial measure fieldwork activities were conducted from 2010 to 2015.

## Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

## Contaminants of Concern (Including Materials Disposed)

### Contaminant Name/Type

naphthalene  
polychlorinated biphenyls (PCB)  
lead  
ethylbenzene  
1,3,5-trimethylbenzene  
1,4-dichlorobenzene  
arsenic  
xylene (mixed)  
1,2,4-trimethylbenzene

## Site Environmental Assessment

**Nature and Extent of Contamination:** The primary contaminants of concern petroleum related compounds (TCL VOCs and TCL SVOCs), metals, and pesticides. The remedial investigation activities included test pits, soil borings, groundwater monitoring well installation, and soil gas investigation. Surface and subsurface soil, groundwater, sediment, and soil gas samples were collected for laboratory analysis. The soil and groundwater samples were analyzed for TCL VOCs plus TICs, TCL SVOCs plus TICs, TAL Metals, Cyanide, Pesticides, and PCBs. The soil gas samples were analyzed using Method TO-15 for VOCs. Sediment samples were analyzed for TCL VOCs plus TICs, TCL SVOCs plus TICs, TAL Metals, Pesticides, PCBs, and total organic carbon.

**Surface Soil:** Fifty-eight (58) surface soil samples were collected. Seven of the 58 surface soil samples were analyzed for the full TCL VOCs SVOCs plus TICs, TAL Metals, Pesticides, and PCBs. Fifty-one (51) of the 58 surface soils were collected at the site from 17 sampling locations and across 3 depth intervals: 0-2 inch, 2-12 inch, and 12-24 inch intervals. At 12 of the 17 locations samples from each interval were analyzed for TCL SVOCs plus TICs, CP-51 SVOCs, and TAL Metals. At 5 of the 17 sampling locations samples from the 0-2 inch interval were analyzed for TCL SVOCs plus TICs, CP-51 SVOCs, PCBs, Pesticides, Cyanide, and TAL Metals. The samples collected from the 2-12 inch and 12-24 inch interval at these 5 sampling locations were analyzed for the parameters listed above as well as TCL VOCs plus TICs and CP-51 VOCs. Benzo(a)anthracene at 1.3 ppm, 9.68 ppm, and 32.8 ppm exceeded the restricted residential SCOs of 1 ppm in 3 soil samples. Benzo(a)pyrene at 1.4 ppm, 1.1 ppm, 10.7 ppm, and 27.7 ppm exceeded the restricted residential SCO of 1 ppm in 4 soil samples. Benzo(b)fluoranthene at 1.8 ppm, 1.4 ppm, 13.7 ppm, and 32.7 ppm exceeded the restricted residential SCO of 1 ppm in 4 soil samples. Indeno(1,2,3-cd)pyrene at 0.53 ppm and 11.5 ppm exceeded the restricted SCO of 0.50 ppm in 2 soil samples. No other results exceeded the restricted residential SCOs. Lead at 526 ppm exceeded the restricted residential SCO of 400 ppm in one soil sample. Arsenic was detected at 18.7-68.2 ppm that exceeded the restricted residential SCO of 16 ppm in 7 soil samples.

**Subsurface soils:** Thirty-six (36) subsurface soil samples were collected from soil borings and test pits. The soil samples were analyzed for the same contaminants as surface soil. 1,4-dichlorobenzene at 23 ppm exceeded the restricted residential SCO of 13 ppm in one soil sample. A number of polycyclic aromatic hydrocarbons (PAHs) exceeded the restricted residential SCOs. The exceedances ranged from 0.91 ppm to 8.6 ppm. No other results exceeded the restricted residential SCOs.

**Groundwater:** Groundwater samples were collected from groundwater monitoring wells located on-site. A total of 40 groundwater samples were collected for laboratory analysis. The groundwater samples were analyzed for the same contaminants as the soil samples. VOCs, SVOCs, metals, and pesticides exceeded the groundwater standards and guidance values. Four (4) of the 40 groundwater samples had VOCs that exceeded the groundwater standards and guidance values (typically 5 ug/L). The VOC exceedances included 1,2,4-trimethylbenzene (220

ug/l), 1,3,5-trimethylbenzene (100 ug/L), ethylbenzene (180 and 81 ug/L), n-butylbenzene (11 ug/L), n-propylbenzene (34 ug/L), sec-butylbenzene (16 ug/L), total xylenes (530 and 260 ug/L). Benzene at 3 ug/L exceeded the groundwater standards and guidance value of 1 ug/L in one monitoring well. Three (3) of the 40 groundwater samples had SVOCs that exceeded the groundwater standards and guidance values. Naphthalene concentrations ranged from 27-110 ug/L exceeded the standards and guidance value of 10 ug/L. Phenol detected at 6.1 ug/L and 26 ug/L exceeded the standards and guidance value of 2 ug/L. Seventeen (17) of the 40 groundwater samples exceeded the groundwater standards and guidance values. Barium concentrations ranged from 1,360 ug/L to 2,580 ug/L exceeded the standards and guidance value of 1,000 ug/L. Lead concentrations ranged from 60.1 ug/L to 915 ug/L exceeded the standards and guidance value of 50 ug/L. Chromium concentrations ranged from 63 ug/L to 193 ug/L exceeded the standards and guidance value of 100 ug/L. Mercury at 6.3 the standards and guidance value of 1.4 ug/L. Nickel at 203 ug/L exceeded the standards and guidance value of 200 ug/L. Ten (10) of the 40 groundwater samples had pesticides that exceeded the groundwater standards and guidance values. The pesticide exceedances ranged from 0.027 ug/L to 2.60 ug/L. One of the 40 groundwater samples had PCBs that exceeded the groundwater standards and guidance values. PCBs at 0.33 ug/L exceeded the standards and guidance value of 0.09 ug/L. Soil Vapor: A perimeter soil gas survey was completed at the site. Six (6) soil gas samples and one (1) ambient air sample were collected and analyzed for VOCs (Method TO-15). VOC concentrations ranged from non-detect at several locations to 490 ug/m<sup>3</sup> of trichlorofluoromethane at SG-3. Tetrachloroethene was detected at one location at 95 ug/m<sup>3</sup>. Several petroleum related VOCs (benzene, toluene, ethylbenzene, xylenes - also known as BTEX) were detected at several sample locations. The BTEX detections ranged from 3.8 ug/m<sup>3</sup> to 61 ug/m<sup>3</sup>. While there are no standards, criteria, or guidance values for soil vapor, these results will be evaluated to determine if there is a potential for soil vapor intrusion to occur on-site. Sediment: Four (4) sediments samples were collected along the front of the site and were analyzed for the full Target Compound List (TCL) VOCs and SVOCs, Pesticides, PCBs, and Target Analyte List (TAL) Metal, and Cyanide as well as total organic carbon. The NYSDEC Division of Fish, Wildlife and Marine Resources reviewed the environmental data and determined that site contaminants at the site and in the sediment do not present a potential for significant fish or wildlife impacts. Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were semi-volatile organic compounds in soil, in particular polycyclic aromatic hydrocarbons (PAHs). Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil is being managed under a Site Management Plan.

## Site Health Assessment

Remedial actions are complete and measures are in place to control the potential for coming in contact with residual contamination remaining at the site.

For more Information: E-mail Us

Refine Current Search



**Department of  
Environmental  
Conservation**

## Environmental Remediation Databases Details

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### Site Record

#### Administrative Information

**Site Name:** NYSDOT Pittsford - Monroe Avenue

**Site Code:** 828056

**Program:** State Superfund Program

**Classification:** N \*

**EPA ID Number:**

#### Location

**DEC Region:** 8

**Address:** 3887 Monroe Avenue

**City:**Pittsford **Zip:** 14534

**County:**Monroe

**Latitude:** 43.08967537

**Longitude:** -77.52971938

**Site Type:**

**Estimated Size:** 1 Acres

#### Site Owner(s) and Operator(s)

**Current Owner Name:** NYSDOT (Pittsford) Canal Division

**Current Owner(s) Address:** STATE CAMPUS  
ALBANY,NY, 12232

**Current Owner Name:** NYSDOT CANAL DIV.

**Current Owner(s) Address:** STATE CAMPUS  
ALBANY,NY, 12232

**Owner(s) during disposal:** NYSDOT CANAL DIV.

**Current On-Site Operator:** NYS Department of Transportation

**Stated Operator(s) Address:** 3837 Monroe Avenue  
Pittsford,NY 14534

**Current On-Site Operator:** NYSDOT CANAL DIV.

**Stated Operator(s) Address:** 3837 MONROE AVE.  
PITTSFORD,NY 14534

#### Site Description

Latitude: 43 05'30.1"N Longitude: 77 31'45.8"W The site was used for storage by the NYSDOT Maintenance, Canal and High- way Division. It is reported that there was disposal of lead based

paints, petroleum products, herbicides and solvents into a pile and a dug pit. There is a potential for groundwater and surface water contamination in the vicinity of this area. A joint inspection was done by the DEC and the Monroe County Dept. of Health in 1988. At the time, puddles of orange-colored leachate were observed on the property. A Phase I Investigation was completed. A Phase II Investigation has been completed. The results of the Phase I and Phase II Investigations could not document disposal or the presence of hazardous waste at this site. Because of groundwater contamination this site will be referred to the Division of Water.

## Site Environmental Assessment

There are no environmental problems associated with the disposal of hazardous waste. Groundwater contamination will be addressed by the Division of Water.

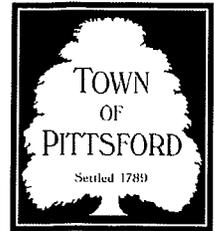
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\* **Class N Sites:** "DEC offers this information with the caution that the amount of information provided for Class N sites is highly variable, not necessarily based on any DEC investigation, sometimes of unknown origin, and sometimes is many years old. Due to the preliminary nature of this information, significant conclusions or decisions should not be based solely upon this summary."

For more Information: E-mail Us

Refine Current Search

# MEMORANDUM



**To:** Pittsford Town Board

**From:** Paul Schenkel - Commissioner of Public Works

**Date:** December 12, 2019

**Regarding:** Set Bid Date for Erie Canal Park and Preserve Barn Reconstruction

**For Meeting On:** December 17, 2019

Ladies and Gentlemen:

Planning and permitting continues for the proposed Erie Canal Park and Preserve. As you may recall, reconstruction of a salvaged historic barn is part of the scope of work. 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 Barn Reconstruction for February 25, 2020 at 11:00 a.m. in the Department of Public Works

**Timeline for:**

***2019 / 2020 Erie Canal Park and Preserve  
Barn Reconstruction***

December 13, 2019 Bid Date Resolution Due for Town Board Agenda

December 17, 2019 Bid Date set at Town Board meeting

January 8, 2020 Legal Notice submittal to Linda Dillon for submittal to BP Post

January 16, 2020 Bid Notice appears in BP Post and Town website.

January 16, 2020 Vendor packages sent or available @ Town Hall

February 25, 2020 at 11:00 am Bid opening date at Town Hall (Schedule Room)

February 25 - 28, 2020 Bid Review

February 28, 2020 Successful Bidder resolution due

March 3, 2020 Town Board approves successful bidder

March 4, 2020 Notice to Proceed letter sent