

# VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827



**Village of Pittsford Board of Trustees Regular  
Meeting April 28, 2026, 6:00 PM  
\*Tentative Agenda\*  
Board Member - Conflict of Interest Disclosure &  
Open Meeting Compliance Certification**

## **Pledge of Allegiance**

## **Public Comment**

## **Meeting Items**

1. Non-Municipal Use Permit Application - Pittsford CommUNITY- Pride Ribbons
2. Pollinator Pathway Challenge Sign
3. Stonegate Lane Lease Agreement
4. Correspondence from Pittsford Canalside Properties LLC
5. Discussion on the survey for Election Day
6. Discussion on grease trap legislation

## **Public Hearings – Scheduled to begin no earlier than 6:30 PM**

- 6:30 PM - Short-Term Retail Business Permit – Harladay Hots

## **Administrative Matters**

- Treasurer's / Village Clerk Report
- Trustee Liaison Reports

## **Minutes**

## **Member Items**

*The next Scheduled Meeting is May 12, 2026, and is Subject to Change Without Notice\**

# Village Board Meeting

## Meeting Items

### Non-Municipal USE Permit Application – Pittsford CommUNITY– Pride Ribbons

Pittsford CommUNITY has requested a non-municipal permit to display  
Pride ribbons.

SEQRA Designation required: Yes or No



Village of Pittsford Non-Municipal Use Permit Application

Organization: Pittsford CommUNITY

Event and Description: Hang rainbow ribbons on lamp posts in the village for the month of June in celebration of Pride Month. Pittsford Pride celebration is June 13.

Event Date(s): June 1st-June 30th

Event Location: Village lamp posts

Parking Location: \_\_\_\_\_

Estimated Guest Count: \_\_\_\_\_

Organization Contact: Tharaha Thavakumar

Telephone: [REDACTED]

E-mail: pittsfordcommunitygroup@gmail.com

Date Request Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Approved  Denied

**Standard Conditions**

- 1) If the request for the Non-municipal Permit was received without the required 45-day notice, the Board of Trustees will need to vote to waive the requirement for the permit.
- 2) The applicant will provide the Village of Pittsford with a certificate of liability insurance, naming the Village of Pittsford as additionally insured, on a primary and non-contributory basis. The certificate must reflect a single limit of liability for personal injury and property damage in the amount of \$1,000,000.00. The certificate must also name the event being covered.
- 3) The applicant will notify, in writing, the Monroe County Sheriff's Office, the Pittsford Volunteer Fire Department, the Pittsford Volunteer Ambulance and the Town of Pittsford Fire Marshal to notify them of the event and all of the details.



# Village Board Meeting

## Meeting Items

### Pollinator Pathway Challenge Sign

The Pollinator Pathways Challenge sign has been requested by a resident to recognize involvement in the program.


SEQRA Designation required: Yes or No

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**Fw: A Pollinator Week Request**

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**From** Records <records@villageofpittsfordny.gov>  
**Date** Wed 4/22/2026 3:04 PM  
**To** Alysa Plummer <mayorplummer@villageofpittsfordny.gov>  
**Cc** Village Clerk <villageclerk@villageofpittsfordny.gov>

 1 attachment (3 MB)  
IMG\_3644.JPG;

Please see the email below and the attachment.

**Laura Donk**

Archives/Records



21 North Main Street  
Pittsford NY, 14534  
(585) 586-4332  
[www.villageofpittsfordny.gov](http://www.villageofpittsfordny.gov)

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**From:** [REDACTED]  
**Sent:** Wednesday, April 22, 2026 12:58 PM  
**To:** Website Info <info@villageofpittsfordny.gov>  
**Subject:** A Pollinator Week Request

Hello Mayor Plummer,  
Happy Earth Day  
June 22 28 this year.

Would you help us invite pollinators to Pittsford by displaying the Pollinator Pathway Challenge sign on the Village hall front desk during Pollinator Week?

77+ residents of both town and village have met the challenge and hopefully will display the garden sign.  
I've attached what the display looks like.  
Thank you.  
Mary Moore

Pollinator Week is



# Village Board Meeting

## Meeting Items

### Stonegate Lane Lease Agreement

Consideration of a lease agreement with Stonegate Lane and authorization for the Mayor to execute the agreement on behalf of the Village, subject to review and approval by the Village Attorney.

SEQRA Designation required: Yes or No

LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Agreement*") is made as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between the VILLAGE OF PITTSFORD, NEW YORK, a municipal corporation having an address of 21 North Main Street, Pittsford, New York 14534 ("*Village*"), and \_\_\_\_\_, having an address of 63 South Main Street, Pittsford, New York 14534, and \_\_\_\_\_ having an address of 1 Stonegate Lane, Pittsford, New York 14534, and \_\_\_\_\_ having an address of 2 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 3 Stonegate Lane, Pittsford, New York 14534, and \_\_\_\_\_ having an address of 4 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 5 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 6 Stonegate Lane, Pittsford, New York 14534, and \_\_\_\_\_ having an address of 7 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 8 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 10 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 11 Stonegate Lane, Pittsford New York 14534, and \_\_\_\_\_ having an address of 12 Stonegate Lane, Pittsford, New York 14534, and \_\_\_\_\_ having an address of 13 Stonegate Lane, Pittsford, New York 14534, and \_\_\_\_\_ having an address of 14 Stonegate Lane, Pittsford, New York 14534. ("*Owners*").

WITNESSETH:

WHEREAS, the Owners own and utilize portions of the parcels of property referenced by the above real property addresses which together are commonly known as Stonegate Lane for vehicular and pedestrian traffic; and

WHEREAS, the Village desires that Stonegate Lane be open to public vehicular and pedestrian traffic; and

WHEREAS, the Owners wish to avail themselves of the snow plowing and salting services and brush and leaf debris (subject to the conditions set forth below) of the Village to maintain their own vehicular and pedestrian traffic on Stonegate Lane.

NOW, THEREFORE, in consideration of the foregoing, and for Ten and 00/100 Dollars (\$10.00), and for other good and valuable consideration, the payment, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. LEASED PROPERTY: The Owners, by signing this document, lease to the Village the roadway commonly known as Stonegate Lane for use by the general public for vehicular and pedestrian purposes, which Lane is depicted on an overhead photograph of the area, which photograph is annexed hereto as Exhibit A.

2. TERM: The term of this Lease shall be for ten (10) years, which term shall commence on January 1, 2026 and terminate on December 31, 2036 unless sooner terminated pursuant to the terms and provisions of this Lease.

3. USE OF PROPERTY: The subject property commonly known as Stonegate Lane shall be used by the residents of Stonegate Lane and the general public for vehicular and pedestrian traffic.

4. IMPROVEMENTS AND MAINTENANCE: During the term of this Lease Agreement, the Owners shall be responsible for all maintenance and improvements to Stonegate Lane including pot-hole repair, crack-filling, sealing and any required paving. The Village shall provide snow plowing and salting services as required by weather conditions in order to maintain Stonegate Lane in a manner suitable for vehicular and pedestrian traffic. In addition, the Village shall remove, once per week, all that brush and leaf debris which has been collected and placed at the edge of the road by the private property owners or tenants thereof, but not brush and leaf debris collected and placed at the edge of the road by agents contracted with by the private owners or tenants for that purpose.

5. INSURANCE AND INDEMNIFICATION: The Village hereby agrees to hold the Owners harmless and defend and indemnify the Owners from any and all claims and suits for personal injury and/or wrongful death arising from the snow plowing and salting activities as set forth above, except in the case of claims or suits resulting in whole, or in part, as a result of the Owners' acts or omissions. The Village agrees to obtain liability insurance in the amount of Five Million and 00/100 Dollars (\$5,000,000.00) to protect the Owners and a Certificate of Insurance, with the Owners being named as additional insured, shall be furnished to the Owners.

The Owners hereby release the Village from any and all liability regarding any damage to Stonegate Lane which may result from the aforementioned snow plowing, salting and leaf and brush pickup, except in the event of gross negligence resulting in damage to the roadway in excess of \$5,000 for any one incident.

6. SUBLET: The Parties hereto may not sublet the Leased Area or assign this Agreement.

7. RENEWAL AND EXTENSION: The Parties hereto state that the use of the Leased Area serves the public good. The Parties hope and expect that this Agreement will continue for and beyond its original term and/or five-year extension term, as the case may be, but recognize that public needs, circumstances and conditions now and then existing during the term and at the end of the original term and/or the extended term, as the case may be, are difficult to know or predict at this time. The Parties further agree that in the last year of the term of this Agreement if said Agreement has not been previously terminated, to use their best efforts to negotiate the terms and conditions of a renewal and extension of this Agreement guided by both the needs of the Owners and the need for public vehicular and pedestrian access to Stonegate Lane to be provided in a safe, economical and efficient manner.

8. TERMINATION: Any of the Parties to this Agreement may, upon no less than sixty (60) days' written notice to the other Parties, terminate this Agreement for any reason determined as appropriate by the terminating Party.

9. NOTICES: All notices, requests, demands and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, first class, postage prepaid, return receipt requested, as follows:

1. If to the Owners:

Michael F. McConville, Esq.  
McConville, Considine, Cooman & Morin, P.C.  
300 Meridian Centre, Suite 110  
Rochester, New York 14618

2. If to the Village:

Village of Pittsford  
21 North Main Street  
Pittsford, New York 14534

or to such other address as any of the above parties shall have specified by notice in writing to the others.

10. ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Parties. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and executed by the Parties so waiving.

11. ILLEGALITY: If any term or condition of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement or the application of such other term or provision not held invalid or unenforceable shall not be affected thereby. If said entire Agreement is adjudged to be unlawful, invalid and/or unenforceable, the entire Agreement shall be terminated.

12. AGREEMENT IS BINDING: This Agreement shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors in interest and assigns.


13. COUNTERPARTS: This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the Parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the Parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the Parties to each other.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOWS]


IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date first above written.


VILLAGE OF PITTSFORD, NEW YORK,  
a municipal corporation


By: \_\_\_\_\_  
Name: Alysa Subtelny Plummer  
Title: Mayor


  
Name: \_\_\_\_\_  
Owner of 63 South Main Street, Pittsford New York 14534

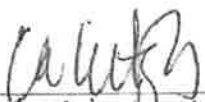
  
Name: \_\_\_\_\_  
Owner of 1 Stonegate Lane, Pittsford, New York 14534

  
Name: Carlin Schmalstich  
Owner of 2 Stonegate Lane, Pittsford, New York 14534

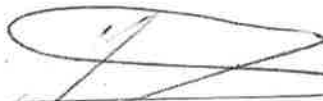
  
Name: Paul Foy  
Owner of 3 Stonegate Lane, Pittsford New York 14534

  
Name: Theresa Dearce  
Owner of 4 Stonegate Lane, Pittsford, New York 14534

  
Name: \_\_\_\_\_  
Owner of 5 Stonegate Lane, Pittsford, New York 14534

  
Name: Lori Letzgeb  
Owner of 6 Stonegate Lane, Pittsford, New York 14534

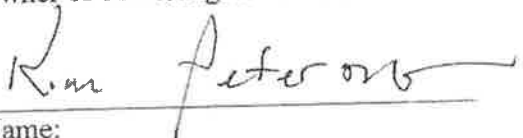
  
Name: \_\_\_\_\_  
Owner of 7 Stonegate Lane, Pittsford, New York 14534



Name:  
Owner of 8 Stonegate Lane, Pittsford New York 14534



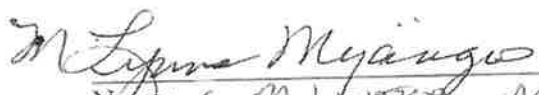
Name:  
Owner of 10 Stonegate Lane, Pittsford, New York 14534



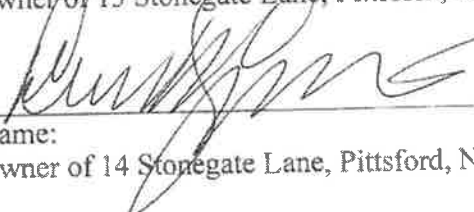
Name:  
Owner of 11 Stonegate Lane, Pittsford, New York 14534



Name:  
Owner of 12 Stonegate Lane, Pittsford New York 14534



Name:  
Owner of 13 Stonegate Lane, Pittsford, New York 14534



Name:  
Owner of 14 Stonegate Lane, Pittsford, New York 14534

# Village Board Meeting

## Meeting Items

Correspondence from Pittsford Canalside Properties LLC

Review and discussion of correspondence received from Pittsford Canalside Properties LLC for consideration by the Village Board.

SEQRA Designation required: Yes or No

# Village Board Meeting

## Meeting Items

### Discussion on the survey for Election Day

Discussion of a proposed survey for a date change for Village Election Day.

SEQRA Designation required: Yes or No

# Village Board Meeting

## Meeting Items

### Discussion on grease trap legislation

Discussion of proposed local legislation addressing grease trap maintenance or enforcement.

SEQRA Designation required: Yes or No

## Village Board Meeting

### Meeting Items

#### Public Hearing – 6:30 PM

- Public Hearing for seasonal retail business permit for Harladay Hots

SEQRA Designation required: Yes or No

APPLICATION TO THE BOARD OF TRUSTEES  
SHORT TERM RETAIL BUSINESS

VILLAGE OF PITTSFORD  
21 NORTH MAIN STREET, PITTSFORD, NEW YORK 14534

Date: March 9, 2026

Fee: \_\_\_\_\_

Property Address: 10 North Main Street

Tax Account Number: \_\_\_\_\_

Zoning District: \_\_\_\_\_

Owners Address: 11 South Main Street

Telephone: [REDACTED]

Owner's Email: \_\_\_\_\_

Applicant: Charles Clottin Harladay Hots

Telephone: [REDACTED]

Applicant's Email: [REDACTED]

Applicant's Address: 12 Brimsdown Circle Fairport NY 14450

Applicant is:  Owner  Lessee/Tenant  Agent  Other

If "Other" Please Explain:

1. Provide a description of the activity that is planned for this location:

Food Vending

2. Describe how the proposed activity will affect existing parking:

Cars will stop park in legal spots. Pick up food and leave

3. Describe how trash/refuse will be handled for the proposed activity:

Removed daily by applicant

4. Proposed Hours of Operation:

11-3 7 days a week

MONROE COUNTY DEPARTMENT OF PUBLIC HEALTH

111 Westfall Road

Rochester, New York 14620

# PERMIT

No. [REDACTED]

AS PROVIDED IN CHAPTER 1, PART 14 OF THE NEW YORK STATE SANITARY CODE THIS PERMIT IS GRANTED TO **HARLADAY INC.** TO OPERATE A FOOD SERVICE ESTABLISHMENT KNOWN

**HARLADAY HOTS #2  
12 BRIMSDOWN CIRCLE  
FAIRPORT, NY 14450**

PART 14 OF THE NEW YORK STATE SANITARY CODE REQUIRES THAT THIS PERMIT BE PROMINENTLY DISPLAYED AT EACH FOOD SERVICE ESTABLISHMENT WHERE IT CAN BE SEEN BY THE CONSUMER

ISSUE DATE: 1/1/2026  
12/31/2026

DATE OF EXPIRATION



Marielena Vélez de Brown, MD, MPH  
Commissioner of Public Health

**WARNING: ANY ALTERATION INVALIDATES THIS CERTIFICATE. THIS PERMIT IS NOT TRANSFERABLE.**

### IMPORTANT!

HEALTH PERMITS ARE **NOT TRANSFERABLE** FROM ONE OPERATOR TO ANOTHER. PLEASE NOTIFY THE FOOD PROTECTION SECTION OF ANY CHANGES IN OPERATOR OR NAME OF ESTABLISHMENT, INCLUDING ADDITIONS/DELETIONS OF OPERATORS/PARTNERS.

**Please note:**

**HANDWASH SINKS:** Handwash sinks are required at all food and beverage preparation areas, including service bars, as per Part 14.1.143(a) of the New York State Sanitary Code.

**ROP:** Reduced Oxygen Packaging (vacuum sealing) of food items is prohibited without a waiver from the Monroe County Department of Public Health and NYSDOH.

**FOOD WORKER TRAINING REQUIREMENTS:**

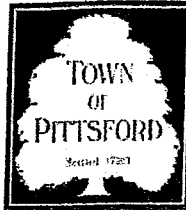
- "High Risk" ( H ) or "Medium Risk" ( M ) classified establishments must have a Level I certified food handler in charge and enough Level II trained employees to have one present at all operating times.
- "Low Risk" ( L ) classified establishments must have enough Level II trained employees at all operating times.

**REMEMBER: YOU MUST POST YOUR TRAINING CERTIFICATE(S) ALONG WITH YOUR PERMIT TO OPERATE.**

If you have any questions please contact our office at 585-753-5064 or food@monroecounty.gov.

**CARRY NALOXONE (NARCAN) AND BE PREPARED TO SAVE A LIFE.**

Our Addiction Services Division provides free Narcan, training, and harm reduction supplies. To get free supplies or training for your operation, contact Addiction Services at 585-753-5300 or IMPACT@monroecounty.gov.



Harladay Hots, Inc.  
12 Brimsdown Circle  
Fairport, NY 14450  
Charles E. Clottin

## VENDING PERMIT

The Town of Pittsford ("Town") hereby issues a vending permit to the above ("Vendor") to allow the sale of food from a small portable vending unit to be temporarily located at Town owned land at Copper Beech Park on N. Main St. for the period from May 1, 2026 to October 31, 2026. The terms and conditions of this Permit follows:

- Vending hours shall be from 10:00 a.m. to 3:00 p.m. on Monday - Sunday at Copper Beech Park on N. Main St. The Town will provide a schedule of field use to the Vendor.
- The Vendor shall provide to the Town a valid certificate of insurance covering all of the Vendor's operations under this permit, with the Town listed as an "Additional Insured".
- The Vendor shall be responsible to obtain and provide the Town with copies of all health and safety certifications, such as licenses, inspections, and the like required to operate the Vendor's food sale operation.
- The Vendor's vending unit shall not be left unattended.
- All of the Vendor's equipment and materials shall be removed from the site at the end of each service time period. The Vendor shall be responsible for cleanup and removal of all debris generated by and/or associated with the food sale operation.
- The Vendor shall locate the vending unit in such a manner as not to inhibit maintenance of the area by Town staff. The specific location of the unit on the site shall be subject to review and approval by the Commissioner of Public Works.
- A Vending Permit Fee shall be assessed at a rate of \$100.00 per month, to be payable on or before the first of each month.
- The Vendor shall protect, defend, indemnify, and hold harmless the Town from any and all claims, costs, damages, liabilities, and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's operations.
- The Town reserves the right to terminate this Permit at any time.

Town Supervisor: Will G. Amm

Date: February 9, 2026

Vendor: [Signature]

Date: Jan 2, 2026

# Village Board Meeting

## Department Reports

## Treasurer's / Village Clerk Report

- Bill Pay

VILLAGE OF PITTSFORD

Abstract # 032  
Summary by Fund

04/23/2026  
15:53:32

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND		18,339.87	18,339.87
CL	REFUSE DISTRICT		14,600.40	14,600.40
G	SEWER FUND		625.08	625.08
HA	SOUTH & WOOD STREET PROJECT		2,910.53	2,910.53
<b>Total:</b>			<b>36,475.88</b>	<b>36,475.88</b>

- **General Fund: \$18,339.87**

Includes expenditures for internet services, payroll processing (Paychex), equipment repairs, utilities, ice melt, conference fees, office/copier services, traffic paint, and project-related professional services.

- **Refuse District: \$14,600.40**

Payment to Casella Waste Services for April 2026 refuse services.

- **Sewer Fund: \$625.08**

Covers internet and phone services, batteries, payroll processing, and copier costs related to sewer operations.

- **South & Wood Street Project: \$2,910.53**

Engineering services billed by GPI for work performed between September and November 2025.

# Village Board Meeting

Meeting Items  
Agenda Item

Trustee Liaison Reports / Member Items

# Village Board Meeting

## Department Reports

## Minutes

Village Board Regular Meeting, December 23, 2025

Village Board Regular Meeting, January 27, 2026

Village Board Regular Meeting, February 10, 2026