

VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827.



Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Meeting October 26, 2021, 6:30 PM

Tentative Agenda

Board Member - Conflict of Interest Disclosure & Open Meeting Compliance Certification

Department Reports

- Village Attorney
- Treasurer's / Village Clerk Report
- Minutes

Meeting Items

1. RG&E Tree Trimming
2. Tree Committee & Tree Ordinance
3. RG&E GRT Settlement Agreement
4. Easement Review & Approval – 44 Rand Place
5. Public Hearing 7:15 PM –Ronald Jurincie, Buku Food Truck
6. NYSDOT Pedestrian Improvements Update
7. Draft Rules of Procedure
8. Designated Newspaper

Member Items

Executive Session

Next Scheduled Meeting –Regular Meeting November 9, 2021

*Subject to Change Without Notice

Village Board Meeting

Department Reports

Village Attorney

Village Board Meeting

Department Report

Treasurers / Village Clerk Report

- Bill Pay

TREASURER'S REPORT

Submitted by

Brooklyn Thomas

10/26/2021

- Voucher for approval – Abstract #13
 - General fund (251-270) \$19,421.26
 - **Total vouchers for approval: \$19,421.26**

Village Board Meeting

Department Reports

Minutes

- Village Board Regular Meeting, September 9, 2021
- Village Board Regular Meeting, September 14, 2021

Village Board Meeting

Meeting Items

Agenda Item

RG&E Tree Trimming

Village Board Meeting

Meeting Items

Agenda Item

RG&E GRT Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (hereafter, the “Settlement Agreement”) is entered into and made effective as of the ___ day of _____, 2021, between Rochester Gas and Electric Corporation (“RG&E”) and the Village of Pittsford, New York (“Pittsford”). RG&E and Pittsford are hereinafter sometimes referred to individually as a “Party” or together as the “Parties”.

WHEREAS, pursuant to New York’s General City Law Section 20-b or New York’s Village Law Section 5-530 as applicable, Pittsford is authorized to impose a local gross receipts tax (“Municipal Tax”) of up to 1% on RG&E’s gross revenue from transactions originated or consummated within Pittsford’s territorial limits;

WHEREAS, the Parties disagree as to whether Section 20-b of the General City Law and Section 5-530 of the Village Law, as applicable, authorize the imposition of Municipal Tax on revenue received from customers within Pittsford’s territorial limits where such customers take delivery service from RG&E but receive commodity service from a third-party provider, and whether RG&E should have, in prior periods, been collecting the Municipal Tax from said customers and remitting the proceeds to Pittsford (the “Dispute”);

WHEREAS, RG&E’s prior tariffs expressly prohibited the collection of local gross receipts tax from customers that take delivery (or transportation) service from RG&E but receive commodity service from a third-party provider;

WHEREAS, on May 17, 2019 RG&E filed a petition proposing revisions to its tariffs to allow for the charging/collection of the Municipal Tax on transmission and delivery service related to customers who receive commodity service from third-party providers; and

WHEREAS, on September 19, 2019 the Commission issued an Order Approving Tariff Filings with Modifications (the “Order”), whereby the Commission approved the proposed tariff revisions, but required deletion of the “on a prospective basis only” language contained in RG&E’s Petition and RG&E modified its tariff language as required by the Order;

WHEREAS, Pittsford had initiated an audit of RG&E related to the Municipal Tax and/or the Dispute and as of the date hereof, that audit remains open and it is the intention of Pittsford to close the audit upon the Parties’ execution of this Settlement Agreement;

WHEREAS, Pittsford, along with certain other cities and villages (together with Pittsford, the “Represented Municipalities”), has engaged Computel Consultants (“Computel”) as its agent for all matters related to the Municipal Tax and the Dispute;

WHEREAS, contemporaneously with this Settlement Agreement, RG&E and RG&E’s affiliate, New York State Electric and Gas Corporation (“NYSEG”, and together with RG&E, the “Companies”) and Computel have entered into a separate settlement agreement (the “Computel Agreement”) whereby RG&E and/or NYSEG or another affiliate of NYSEG and RG&E shall pay a combined total of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Settlement Amount”) to Computel to fully and finally resolve and settle the Represented Municipalities’ claims for Municipal Tax on gross revenues from transactions completed prior to the date RG&E begins collection of Municipal Tax pursuant to paragraph 7 of this Settlement Agreement;

WHEREAS, RG&E and NYSEG shall each pay a share of the Settlement Amount as determined by RG&E and NYSEG in their sole discretion (the “RG&E Share” and “NYSEG Share” as applicable) and the sum of the RG&E Share and the NYSEG Share shall equal the Settlement Amount;

WHEREAS, pursuant to the Computel Agreement, the Companies provided Computel with percentage allocations for the Represented Municipalities, and Computel shall allocate a portion of the Settlement Amount to Pittsford in accordance with those percentage allocations;

WHEREAS, the amount to be apportioned to Pittsford is five thousand dollars (\$5,000) (the “Pittsford Payment”); and

WHEREAS, the Parties desire to settle and resolve the Dispute without resort to litigation or legal proceedings, and without admission of fault or liability;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby stipulate and agree as follows:

1. Pittsford will deliver an executed copy of this Settlement Agreement to RG&E for execution. Promptly upon receipt of this executed Settlement Agreement, the executed Settlement Agreements of the other Represented Municipalities and the executed Computel Agreement, RG&E will execute this Settlement Agreement. Within ten (10) business days after execution of this Settlement Agreement, RG&E shall pay the RG&E Share of the Settlement Amount to Computel by electronic funds transfer.

2. Pursuant to the Computel Agreement, within ten (10) business days of receipt of the RG&E Share of the Settlement Amount, Computel shall pay Pittsford the Pittsford Payment.

3. Pittsford hereby releases and forever discharges RG&E and its present, former and future directors, officers, trustees, lenders, representatives, employees, attorneys, advisors, agents, stockholders, partners, members, affiliates, predecessors, legal representatives, successors and assigns, from any and all claims, damages, liabilities, actions, complaints, causes

of action, judgments, etc., whether at common law, equitable, or statutory in nature, whether in court, arbitration or other forum that Pittsford ever had, now has, or hereafter can, shall or may have, arising by reason or in respect of or related to the Dispute (the “Release”). For the avoidance of doubt, the Release covers only Pittsford’s claims for Municipal Tax on gross revenue from transactions completed prior to the date RG&E begins collection of Municipal Tax pursuant to paragraph 7 of this Settlement Agreement, and any claims relating to or arising from the agreement to collect and remit Municipal Tax set forth in paragraph 7 of this Settlement Agreement are not covered by or subject to the Release.

4. Pittsford hereby closes and will take all action necessary to formally close the audit described in the above recital.

5. The Release stated herein shall be effective upon payment by RG&E of the RG&E Share of the Settlement Amount, notwithstanding whether Computel has paid or ever will pay the Pittsford Payment to Pittsford and Pittsford agrees that it shall have no recourse from RG&E if Computel is late or does not ever pay the Pittsford Payment.

6. The Parties hereto agree not to commence or file, or cause, contribute or assist others to commence or file any complaint, or make any claim by any action, suit or proceeding, or voluntarily participate in any action, suit or proceeding, or pursue any remedy, arising out of, related to, or in connection with the Municipal Tax or the Dispute.

7. As soon as is practicable after execution of this Settlement Agreement, RG&E shall, on behalf of Pittsford, begin the process pursuant to its Tariff of collection of Municipal Tax from residents of Pittsford that receive energy transportation or delivery service from RG&E and receive their energy commodity from a third-party energy services company. RG&E will file with the Public Service Commission the statement required by its Tariff within 45 days of

the date of payment of the Settlement Amount pursuant to paragraph 1 of this Settlement Agreement and make good faith commercially reasonable efforts to begin collection of the Municipal Tax as soon as is practicable. RG&E will remit said proceeds to Pittsford in accordance with its applicable tariff provisions.

8. Pittsford represents and warrants to RG&E that it has: (i) read and fully understands this Settlement Agreement, and (ii) consulted with counsel to the extent deemed necessary prior to the execution and delivery of this Settlement Agreement.

9. The terms and conditions of this Settlement Agreement and the existence of this Settlement Agreement, shall remain confidential. Pittsford, its employees, agents, counsel and/or other representatives, including the New York Conference of Mayors, that have a need to know of this Agreement and its terms shall not discuss or disclose to any third party any matters concerning (including its existence) this Settlement Agreement.

10. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of law. Any litigation arising out this Settlement Agreement, other than those brought before the New York Public Service Commission, are to be venued in the courts of Monroe County, New York.

11. This Settlement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail shall be valid and effective to bind the Party so signing.

12. This Settlement Agreement may not be amended, supplemented or otherwise modified except by a written instrument signed by each of the Parties hereto.

13. This Settlement Agreement constitutes the entire agreement of the Parties in connection with the Dispute. Any prior communications by the Parties, whether written or oral, pertaining to or made in connection with this Settlement Agreement shall have no binding force and effect.

14. No provision of this Settlement Agreement shall be deemed waived by either Party, unless in writing signed by the Party granting the waiver.

15. This Settlement Agreement is a negotiated settlement agreement, and the resolution of the issues or the manner in which such issues were resolved shall have no precedential effect with respect to any future issues relating to the Municipal Tax. Neither this Settlement Agreement nor anything contained herein, nor any action taken by the Parties in performance of their obligations hereunder, shall be construed as evidence of the validity of any claim asserted by any Party, nor an admission of the same by any Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Settlement Agreement to be duly executed by its duly authorized representatives on and as of the date first above written.

Rochester Gas and Electric Corporation

By: _____

Name:

Title:

Rochester Gas and Electric Corporation

By: _____

Name:

Title:

Village of Pittsford

By: _____

Name:

Title:

Village Board Meeting

Meeting Items

Agenda Item

Tree Committee & Tree Ordinance

Village Board Meeting

Meeting Items

Agenda Item

Easement Review & Approval – 44 Rand Place

Village Board Meeting

Meeting Items

Agenda Item

Public Haring 7:15 PM – Ronald Jurincie, Buku Food
Truck

APPLICATION TO THE BOARD OF TRUSTEES
SHORT TERM RETAIL BUSINESS

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

Date: 9/30/2021

Fee: _____

Property Address: 50 State Street

Tax Account Number: 85-2676406

Zoning District: MJ-EC

Owners Address: 180 Canal View Blvd, Suite 600
Rochester NY

Telephone: [REDACTED]

Owner's Email: [REDACTED]

Applicant: Ron Jurincie

Telephone: [REDACTED]

Applicant's Email: [REDACTED]

Applicant's Address: 2 Grove Street Pittsford NY 14534

Applicant is: Owner Lessee/Tenant Agent Other
If "Other" Please Explain:

VILLAGE OF PITTSFORD
SEP 30 11:38 AM '21

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

ASIAN Fusion FOOD TRUCK
STARTING 10/29/2021 TIL 7/29/2022
WILL CLOSE FOR COLD MONTHS AND RE-OPEN IN MARKET.

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

We anticipate majority of business from walk-ups, with an
addition of 2 to 3 vehicles per hour coming just to see us.

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

We will police area around our truck regularly. will have (1) recycle
and (1) refuse container. Graywater will be removed to
our commissary daily. we recycle our grease.

4. Proposed Hours of Operation:

ce Dance /week
Serving no earlier than 11:00 AM and no later than 8:00 PM

**APPLICATION TO THE BOARD OF TRUSTEES
SHORT TERM RETAIL BUSINESS**

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

Owner's Statement: I am the owner of the above property and I have read and approve this application. If the applicant is other than the owner, I authorize the applicant to proceed as agent.

Owner's Name-Printed: Charlie Fox

Signature: R. Charlie Fox, Jr. Date: 9/30/2021

Applicant's Statement: I hereby certify that the information submitted is. To the best of my knowledge, true and correct.

Signature: Ronald J. Jeanie Date: 9/30/2021

NOTE: If any additional information is required by the Board, during the meeting, it is the responsibility of the applicant to provide such information, prior to the deadline of the subsequent meeting, or it will not be heard.

SEQUENCE:

1. This application will place you on the next available Board of Trustee meeting agenda.
2. The applicant will be notified by the Village Clerk as to the date that the application will be placed on the Board of Trustee's meeting agenda for final disposition. The date is dependent upon providing the required notification for a Public Hearing. Any use for which a short-term retail business permit is required shall be considered at a Public Hearing.
3. The applicant is encouraged to attach any additional information (drawings, layouts, seating plans, etc.) that will supplement this application.
4. The Village Board of Trustees may approve with or without modifications or conditions or deny an application for a short-term retail business permit.

Expiration of a Short-Term Retail Business Permit shall be for a period of a maximum of nine months.

Village Code Section 189 Short Term Retail Business in all zoning districts

§189.7. Application for permit.

A short-term business permit application shall include at a minimum the following:

- A. An application form provided by the Village Clerk's office including the name, address and signature of the applicant and property owner.
- B. A letter of intent that explains the general nature of the proposal. This letter shall include the following as applicable.
 1. A detailed description of the short-term business operation.
 2. The proposed hours of operation.
 3. The number of employees at maximum shift.
 4. The maximum seating capacity, if any.

**APPLICATION TO THE BOARD OF TRUSTEES
SHORT TERM RETAIL BUSINESS**

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

5. The timing and manner of any and all anticipated deliveries, if any.
 6. A recycling and waste management plan.
 7. The nature and type of all equipment required for the operation of the short-term business.
 8. The commencement and termination dates for the operation of the proposed short-term business.
 9. The plan for the set up and take down of the proposed short-term business.
 10. The approximate amount of foot and vehicle traffic expected to be generated by the short-term business.
 11. Proposed signage to be erected in connection with the operation of the short-term business.
 12. A description of any music or noise that is expected to be generated by the proposed short-term business.
 13. The location of any parking anticipated for the proposed short-term business.
 14. An explanation of any cooking, lighting, electrical or mechanical equipment that may be required.
- C. A notation of the zoning district in which the proposed use is to be located.
- D. A site plan, survey or such other image as approved by the Board of Trustees denoting the location of the subject property, all structures thereon and the location thereon of the proposed short-term business.
- E. Copies of any other required permits as applicable including Monroe County Health permits, fire inspection certificates, any required temporary activity permits in the Town of Pittsford. Proof of these permits may be made a condition of approval.
- F. A narrative describing how the proposed use will satisfy the short-term business permit considerations as set forth in §189.14 of this chapter.
- G. Any consultant fees as determined in accordance with the procedure required by §210-19.5 of this code.

§189.10. Short-term business permit considerations.

The Board of Trustees shall consider the following when reviewing an application for a short-term business permit and shall include a statement of findings for such considerations in any decision rendered with regard to such application. The Board of Trustees shall consider whether the proposed short-term business shall:

- A. Be in harmony with the general purpose and intent of this chapter, taking into account the location and size of the use, the nature and intensity of the operations involved or conducted in connection with it and the size of the site with respect to the streets giving them access thereto.
- B. Not tend to depreciate the value of adjacent property, taking into account the possibility of screening or other protective measures.
- C. Not create a hazard to health, safety or general welfare.
- D. Not alter the essential character of the neighborhood nor be detrimental to the residents thereof.
- E. Not introduce substantial adverse impacts on the surrounding neighborhood.
- F. Not be detrimental to the flow of traffic, taking into account the duration and times of the activity.
- G. Not adversely impact pedestrian safety.
- H. Not be a nuisance or create offensive odors or noise.

**NOTICE OF PUBLIC HEARING
VILLAGE OF PITTSFORD**

Please take notice that a Public Hearing will be held before the Village of Pittsford Board of Trustees, at a meeting on Tuesday, October 26, 2021, at 7:00 PM at the Village Hall, 21 North Main Street, Pittsford, NY, to consider an application for a short-term business permit to be located at 50 State Street by Ronald Jurincie, owner of Buku Food Truck. If the meeting is unable to be held due to the Coronavirus pandemic it will be held on Tuesday, October 26, 2021, at 7:15 PM per video conferencing link identified.

Pursuant to the State Legislature Chapter 417 of the Laws of 2021 the Village Hall will be closed to the public during the Board of Trustees Meeting. The Members of the Village Board will be present at Village Hall or participating from their respective homes for this public hearing via video conference. If a Board member is participating from home, that home will be closed to the public as well for the reasons stated above.

The public will be able to participate in the public hearing via comments submitted through the video conferencing link identified on the Village website and Facebook page.

Village of Pittsford
Board of Trustees
Dorothea M. Ciccarelli, Secretary





Village Board Meeting

Meeting Items

Agenda Item

NYSDOT Pedestrian Improvements Update

Village Board Meeting

Meeting Items
Agenda Item

Draft Rules of Procedure

DRAFT RULES OF PROCEDURE

REGULAR MEETINGS

- The regular meetings of the Board of Trustees will be on the second and fourth Tuesday of each month.
- The regular meetings will commence at 6:30 P.M. and be held in the boardroom at village hall.

SPECIAL MEETINGS

- Special meetings of the Board of Trustees are all those Board meetings other than regular meetings.
- A special meeting may be called by the Mayor or any Trustee upon notice to the entire Board.
- Notice may be given to Board members by telephone, in person, email, or in writing at least 72 hours in advance unless an emergency exists.

QUORUM

- A quorum of the Board of Trustees must be present to conduct business.
- A quorum of the five-member Board of Trustees is three members.

EXECUTIVE SESSIONS

- Executive sessions will be held in accordance with Public Officers Law § 105.
- All executive sessions will be entered into from a properly noticed and convened public meeting.

AGENDA

- The agenda of every Board of Trustees meeting will be prepared by the Clerk at the direction of the Mayor.
- The Mayor or any Trustee may have an item placed on the agenda on at least 24 hours' notice.

- When possible, items for the agenda must be given to the Clerk by 4:00 P.M. the day prior to the meeting.
- Items may be placed on the agenda at any time, including during the meeting by a majority vote of the Board.
- The agenda will be prepared and emailed to Board members no later than 5:00 P.M. the day before the meeting.
- If necessary, a supplemental agenda may be distributed at the beginning of the meeting.

VOTING

- Pursuant to Village Law, each member of the Board of Trustees has one vote. The Mayor may vote on any matter, but must vote in case of a tie.
- A vote upon any question will be taken by “yes” and “no.”
- When taking votes, the Clerk must record in the minutes for each Trustee whether they voted yes, voted no, abstained from voting, or were absent. Abstentions and absences are not counted as votes. Abstentions and absences are neither positive nor negative votes; they are simply no vote at all.
- For the purposes of determining whether a matter passed, the Clerk must tally the number of “yes” votes.
- Unless otherwise specified by State law, a majority of the totally authorized voting power of the Board must vote “yes” for any matter to pass.

MINUTES

- Minutes will be taken by the Clerk.
- Minutes must consist of a record of all motions, proposals, resolutions, and any other matter formally voted upon and the vote thereon.
- Minutes must be taken at executive session of any vote taken and must consist of a record of the final determination of the action, and the date and vote thereon.
- Minutes must include the following:
 - The name of the Board;
 - The date, place, and time of the meeting;
 - Notation of whether a Board member is present or absent, and the Board member’s time of arrival or time of departure if different from the time the meeting was called to order and adjourned;
 - The names and titles of other village officials and employees present and the approximate number of attendees;
 - A record of communications presented to the Board;
 - A record of reports made by the Board or other village personnel;
 - The time the meeting is adjourned; and
 - Signature of Clerk or person who took the minutes if not the Clerk.

- Minutes must be approved by the Board at its next meeting and may be amended only by a majority vote of the Board

ORDER OF BUSINESS

- Call to order;
- Roll call;
- Approval of previous meeting's minutes;
- Report of officers and committees (list);
- Public comment period;
- Old business;
- New business;
- Appropriations;
- Auditing; and
- Adjournment.

GENERAL RULES OF PROCEDURE

- The Mayor presides at the meeting. In the Mayor's absence, the Deputy Mayor presides.
- The presiding officer may debate, make motions, and take any other action that other Board members may take.
- Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking.
- Motions require a second.
- A member, once recognized, may not be interrupted when speaking unless it is to call him or her to order. If a member is called to order, they must cease speaking until the question of order is determined. If the member is in order, he or she may proceed.
- A member may not be limited in the number of times he or she speaks on a question.
- Motions to close or limit debate require a two-thirds vote.

GUIDELINES FOR PUBLIC COMMENT

- The public will have opportunities to comment on specific agenda items when they occur in the meeting and also on general matters at the end of the meeting.
- Speakers can comment once in each comment window if it is on a specific agenda item. It is not a debate, a deposition, or a panel discussion.
- Speakers must step to the front of the room, if physically able. Alternatively, they may provide comments from where they are seated.
- If an attendee is participating via web conference technology, such as Zoom, the clerk will announce how attendees should signal that they wish to comment. This

may differ by platform, but is typically accomplished through the “Raise Hand” feature.

- Speakers must give their name, address and organization. There shall be an exemption for any category of people protected by NYS Law.
- Speakers must be recognized by the presiding officer. Speakers must limit their remarks to three (3) minutes on a given topic.
- Speakers may not yield any remaining time they may have to another speaker.
- Board members may, with the permission of the Mayor, only interrupt a speaker during their remarks for the purpose of clarification or information.
- Speakers must observe the commonly accepted rules of courtesy, decorum, dignity, and good taste.
- Interested parties or their representatives may address the Board by written communications to villageclerk@villageofpittsford.com. All written communications will become part of the public record. At the sender’s request, written communications will be read aloud by the clerk at the meeting and will adhere to the 3 minute time limit.
- If printed materials or other media are provided by attendees during the meeting, they must be submitted to the Village Board with optional distribution to audience members. All materials will be part of the public record. Private distribution of materials to audience members only is prohibited.

GUIDELINES FOR USE OF RECORDING EQUIPMENT

- All members of the public and all public officials are allowed to tape or video record public meetings.
- Recording is not allowed during executive sessions.
- The recording must be done in a manner which does not interfere with the meeting.
- The Mayor may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to brightness of lights, distance from the Board, size of the equipment, the amount of noise generated by the activity, and the ability of the public to observe the meeting.
- If the Mayor determines that the recording is interfering with the meeting, the Mayor may request the individual alter their behavior to eliminate the interference. If the Mayor’s request is not complied with, the Mayor may have the individual removed from the meeting room.
- The Board has the authority to adopt reasonable rules governing the use of cameras and recording devices during open meetings and those rules must be written, conspicuously posted, and provided to those in attendance upon request.

ADJOURNMENT

- Meetings must be adjourned by motion.

AMENDMENTS TO THE RULES OF PROCEDURE

- The foregoing procedures may be amended at any time by a majority vote of the Board.

Village Board Meeting

Meeting Items
Agenda Item

Designated Newspaper