VILLAGE OF PITTSFORD

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Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Meeting
November 13, 2018, 7:00 PM

Tentative Agenda

Board Member - Conflict of Interest Disclosure

Meeting Items

1. Bond Financial Network -2019 Employee Health Care
2. Sanitary Laterals Policy
3. 7:30 PM – Public Hearing – Historic Preservation Code
4. RGE – License Agreement
5. Member Items

Department Reports

1. DPW Report
2. Building Inspector Report
3. Village Attorney
4. Treasurer's / Village Clerk Report
5. Minutes
6. Executive Session

Next Scheduled Meeting – December 11, 2018 *Subject To Change Without Notice

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Village Board Meeting
November 13, 2018

Meeting Items
Agenda Item 1

Bond Financial Network – 2019 Employee Health Care

Village of Pittsford Healthcare Plan Comparison - Excellus Renewal & Options - January 1, 2019

BOND BENEFITS CONSULTING

Employee Benefit Proposal Summary

always beneficial

Financial Analysis	*Current Plan*		*Option 2*
	SimplyBlue+ Platinum 2 Copay[1]		***SimplyBlue+ Silver 19 HDHP [1]***
	Current Rates Effective: 1/1/18 - 12/31/18	***Renewal Rates Effective: 1/1/19 - 12/31/19***	***Rates Effective: 1/1/19 - 12/31/19***
Single (4)	672.20	682.33	469.60
2 Person (1)	1,344.39	1,364.66	939.20
Subscriber & Child(ren)	1,142.73	1,159.96	798.32
Family (1)	1,915.76	1,944.64	1,338.36
# of Employees in Each Plan	6		6
Services			
Metal Level	Platinum		Silver
Annual Deductible	n/a		$2,250 Single/ $4,500 Family
Annual Out-of-Pocket Maximum	$6,350 Single/ $12,700 Family		$6,550 Single/ $13,100 Family
Diagnostic Primary Care Visit / Diagnostic Specialist Visit	$15 Copay / $25 Copay		$25 Copay; Subject to Deductible / $50 Copay; Subject to Deductible
Prescription Rx	$5 Tier 1/ $25 Tier 2/ $50 Tier 3	$5 Tier 1/ $30 Tier 2/ $50 Tier 3	$5 Tier 1/ $45 Tier 2/ $90 Tier 3; Subject to Deductible; Preventive Drugs Not Subject to Deductible
Inpatient Hospital	$250 Copay		$500 Copay; Subject to Deductible
Outpatient Surgery (Facility Copay)	$150 Copay		$300 Copay; Subject to Deductible
Emergency Room	$150 Copay		$300 Copay; Subject to Deductible
Urgent Care Center	$25 Copay		$50 Copay; Subject to Deductible
Diagnostic X-Rays	$25 Copay		$50 Copay; Subject to Deductible
Diagnostic Lab	$15 Copay		$25 Copay; Subject to Deductible
Out of Network Coverage	Out of Network Coverage is available on this plan. Please see SBC for additional details.		Out of Network Coverage is available on this plan. Please see SBC for additional details.
Part D Creditability	Creditable		Creditable
Additional Benefits	Domestic Partner; Family Planning; Pediatric Dental; Vision; Eyewear; ExerciseRewards™; Telemedicine		Domestic Partner; Family Planning; Pediatric Dental; Vision; Eyewear; ExerciseRewards™; Telemedicine

[1] **Underwriting and Participation Guidelines Apply**

***Pediatric Dental is a mandatory benefit in NYS unless the group qualifies to waive the benefit under NY CLS INS § regulation(s); All Rates shown include Pediatric Dental**

Prepared: 10/17/18

This is not a contract or binding agreement. The above information is provided in summary for ease of comparison only. Refer to your plan booklet for actual details.
In the event there is a discrepancy between the information presented here and the actual plan document, the plan documents controls.
All benefits subject to medical necessity. Plan may be subject to Underwriting Guidelines. 2019 Rates

Quote Effective: 01/01/2019 - 03/31/2019

Version Updated: 09/11/2018

Print Package: HIOS ID (Enrollment Code)	**78124NY0980025-00 (SMT1)**
Plan Name:	**SimplyBlue Plus Platinum 2**
Rating Region:	**Rochester**
Rate	
For the Benefits described in the Agreement, the Plan will charge and Group will pay the following premium rates:	
Single	$682.33
Subscriber & Spouse	$1,364.66
Subscriber & Child(ren)	$1,159.96
Family	$1,944.64
Dependent Coverage To Age **26**, Pediatric Dental Coverage **Yes**, Domestic Partner Coverage **Yes**, Family Planning Coverage **Yes**	
Rates quoted herein are subject to change due to our implementation of the provisions of the Federal Patient Protection and Affordable Care Act.	
The Sales Representative providing this quote is a New York State licensed insurance producer employed by Excellus Health Plan. The individual represents Excellus Health Plan in this transaction and will be compensated by Excellus Health Plan in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.	
***The NYS Department of Financial Services has approved our rate filing for quarterly community rates. All Rates will be considered to be on a 12 month period from the effective date of coverage unless otherwise instructed by Excellus Health Plan. The above rates are effective for the Initial Term of the Agreement. Rates for any Renewal Term will be provided to Group in a rate renewal notice.**	
Please complete this section if you have selected a plan that does not include pediatric dental coverage. A). Have you obtained dental coverage, not offered by Excellus BCBS, that provides essential pediatric dental benefits through a NY State of Health certified dental plan? **Yes** ☐ **No** ☐ B.) If you answered 'yes', please provide the name of the company issuing the essential pediatric dental coverage. _____ If you answered 'no' please be aware the ACA requires essential pediatric dental coverage.	

Application

Summary of Benefits & Coverage

Summary of Benefits and Coverage (SBC) for this product has been received. Group is responsible for distributing the SBC to all eligible employees in accordance with PPACA requirements.

Signature: _____ **Title:** _____ **Date:** _____

Group Name: _____ **Total Employees:** _____ **Total Eligible:** _____

Coverage Effective Date: _____

Broker: _____

	SimplyBlue Plus Platinum 2	
Plan Overview		
Plan ID	78124NY0980025-00 (SMT1)	
Plan Name	SimplyBlue Plus Platinum 2	
Aggregation Design	Individual Aggregation	
Plan Highlights	Predictable out-of-pocket costs without a deductible, includes ExerciseRewards.	
Plan Type	Copay	
HSA Eligible	No	
Quote Effective	01/01/2019 - 03/31/2019	
Plan features		
Primary Care Physician (PCP)	Not Required	
Referrals	Not Required	
Out of network benefits	Covered at 80%, subject to the deductible	
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	
Student/Dependent coverage	Qualified dependents are covered to age 26	
Domestic partner	Covered	
Wellness Incentives	ExerciseRewards® receive $600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct™.	
Plan cost-sharing highlights		
Plan cost-sharing highlights	**In-Network**	**Out-of-Network**
Primary Care Office Visit	$15 copay per visit	Covered at 80%, subject to the deductible
Specialist Office Visit	$25 copay per visit	Covered at 80%, subject to the deductible
Coinsurance	None	Covered at 80%
Deductible	None	Out-of-Network: $500 Individual / $1,000 Family
Out of pocket maximum	In-Network: $6,350 Individual / $12,700 Family	Out-of-Network: $6,350 Individual / $12,700 Family
Lifetime maximum	None	None
Plan Benefits		
Preventive Healthcare Services	**In-Network**	**Out-of-Network**
Well child visits	Covered In Full	Covered at 80%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 80%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 80%, subject to the deductible
+Mammography	Covered In Full	Covered at 80%, subject to the deductible
+Pap smear	Covered In Full	Covered at 80%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 80%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 80%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 80%, subject to the deductible

	SimplyBlue Plus Platinum 2	
+Family Planning Services	Covered in full	Covered at 80%, subject to the deductible
Physician Office Services	**In-Network**	**Out-of-Network**
Diagnostic office visits	$15 PCP copay; $25 Specialist copay per visit	Covered at 80%, subject to the deductible
Telemedicine Visits	$15 PCP copay; $25 Specialist copay per visit. MDLive Provider: $10 copay per visit	Covered at 80%, subject to the deductible
Diagnostic x-rays	$25 copay per visit	Covered at 80%, subject to the deductible
Advanced Imaging Services	$100 copay per visit	Covered at 80%, subject to the deductible
Diagnostic laboratory and pathology	$15 copay per visit	Covered at 80%, subject to the deductible
Allergy tests	$15 PCP copay; $25 Specialist copay per visit	Covered at 80%, subject to the deductible
Allergy injections	$15 PCP copay; $25 Specialist copay per visit	Covered at 80%, subject to the deductible
Chemotherapy	$15 copay per visit	Covered at 80%, subject to the deductible
Radiation therapy	$25 copay per visit	Covered at 80%, subject to the deductible
Maternity Services	**In-Network**	**Out-of-Network**
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 80%, subject to the deductible per admission
Hospital care for mom (including delivery)	Subject to $250 copay per admission	Covered at 80%, per admission, subject to the deductible
Newborn nursery care	Covered In Full	Covered at 80%, per admission, subject to the deductible
Prescription Drug	**In-Network**	**Out-of-Network**
Prescription Drug Coverage	$5/$30/$50	Not Covered
Inpatient Hospital Benefits	**In-Network**	**Out-of-Network**
Hospital benefits	Subject to $250 copay per admission for unlimited days	Covered at 80%, per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered In Full	Covered at 80%, subject to the deductible per admission
Inpatient physical rehabilitation	Subject to $250 copay per admission for up to 60 days per contract year	Covered at 80%, per admission for up to 60 days per contract year, subject to the deductible
Surgery	Covered In Full	Covered at 80%, subject to the deductible per admission
Anesthesia	Covered In Full	Covered at 80%, subject to the deductible per admission
Emergency Care	**In-Network**	**Out-of-Network**
Emergency room care	$150 copay per visit	$150 copay per visit
Freestanding urgent care center	$25 copay per visit	Covered at 80%, subject to the deductible
Ambulance	$150 copay	$150 copay
Outpatient Hospital Benefits	**In-Network**	**Out-of-Network**
Diagnostic x-rays	$25 copay per visit	Covered at 80%, subject to the deductible
Advanced Imaging Services	$100 copay per visit	Covered at 80%, subject to the deductible

	SimplyBlue Plus Platinum 2	
Diagnostic laboratory and pathology	$15 copay per visit	Covered at 80%, subject to the deductible
Surgical Care Facility Fee	$150 copay per visit	Covered at 80%, subject to the deductible
Chemotherapy	$15 copay per visit	Covered at 80%, subject to the deductible
Radiation Therapy	$25 copay per visit	Covered at 80%, subject to the deductible
Mental Health and Substance Use	**In-Network**	**Out-of-Network**
Inpatient mental health care	Subject to $250 copay per admission for unlimited days	Covered at 80%, per admission for unlimited days, subject to the deductible
Outpatient mental health care	$25 copay per visit	Covered at 80%, subject to the deductible
Inpatient substance use	Subject to $250 copay per admission for unlimited days	Covered at 80%, per admission for unlimited days, subject to the deductible
Outpatient substance use	$25 copay per visit	Covered at 80%, subject to the deductible
Other Services	**In-Network**	**Out-of-Network**
Diabetic drugs, insulin, and supplies	$15 copay per 30 day supply	Covered at 80%, subject to the deductible
Skilled nursing facility	Subject to $250 copay per admission for up to 200 days per year	Covered at 80%, per admission for up to 200 days per year, subject to the deductible
Home care	$15 copay per visit for 40 visits per year	Covered at 80%, for up to 40 visits per year, subject to the deductible
Hospice	Subject to $250 copay per admission for up to 210 days per year	Covered at 80%, for up to 210 days per year, subject to the deductible
Outpatient therapy	$25 per visit for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 80%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%	Covered at 50%, subject to the deductible
Chiropractic	$25 copay per visit	Covered at 80%, subject to the deductible
Acupuncture	Not Covered	Not Covered
Hearing Aids	Covered at 50% for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	**In-Network**	**Out-of-Network**
Adult Routine Vision Exam	$25 copay per visit for one routine exam every year	Covered at 80% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	$25 copay per visit	Covered at 80%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of $60 per year	Eyewear Reimbursement of $60 per year
Pediatric Routine Vision Exam	$25 copay per visit for one routine exam every year	Covered at 80% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50% for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	**In-Network**	**Out-of-Network**
Adult Dental Care	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive covered at 100%. Routine covered at 80%	Preventive covered at 100%, subject to balance billng. Routine covered at 80%,subject to the deductible and balance billing
Pediatric Major Dental Care & Medical Ortho	Covered at 50%	Covered at 50%, subject to the deductible and balance billing
Accidental Dental -	$150 copay per visit for accidental injury to sound, natural teeth and for care due to congenital disease	Covered at 80% for accidental injury to sound, natural teeth and for care due to congenital disease or

	SimplyBlue Plus Platinum 2	
Outpatient Surgical	or anomaly	anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

Quote Effective: 01/01/2019 - 03/31/2019

Version Updated: 09/11/2018

Print Package: HIOS ID (Enrollment Code)	**78124NY1000297-00 (SMM7)**
Plan Name:	**SimplyBlue Plus Silver 19**
Rating Region:	**Rochester**
Rate	
For the Benefits described in the Agreement, the Plan will charge and Group will pay the following premium rates:	
Single	$469.60
Subscriber & Spouse	$939.20
Subscriber & Child(ren)	$798.32
Family	$1,338.36
Dependent Coverage To Age **26**, Pediatric Dental Coverage **Yes**, Domestic Partner Coverage **Yes**, Family Planning Coverage **Yes**	
Rates quoted herein are subject to change due to our implementation of the provisions of the Federal Patient Protection and Affordable Care Act.	
The Sales Representative providing this quote is a New York State licensed insurance producer employed by Excellus Health Plan. The individual represents Excellus Health Plan in this transaction and will be compensated by Excellus Health Plan in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.	
***The NYS Department of Financial Services has approved our rate filing for quarterly community rates. All Rates will be considered to be on a 12 month period from the effective date of coverage unless otherwise instructed by Excellus Health Plan. The above rates are effective for the Initial Term of the Agreement. Rates for any Renewal Term will be provided to Group in a rate renewal notice.**	
Please complete this section if you have selected a plan that does not include pediatric dental coverage. A). Have you obtained dental coverage, not offered by Excellus BCBS, that provides essential pediatric dental benefits through a NY State of Health certified dental plan? **Yes** ☐ **No** ☐ B.) If you answered 'yes', please provide the name of the company issuing the essential pediatric dental coverage. _____ If you answered 'no' please be aware the ACA requires essential pediatric dental coverage.	

Application

Summary of Benefits & Coverage

Summary of Benefits and Coverage (SBC) for this product has been received. Group is responsible for distributing the SBC to all eligible employees in accordance with PPACA requirements.

Signature: _____ **Title:** _____ **Date:** _____

Group Name: _____ **Total Employees:** _____ **Total Eligible:** _____

Coverage Effective Date: _____

Broker: _____

	SimplyBlue Plus Silver 19	
Plan Overview		
Plan ID	78124NY1000297-00 (SMM7)	
Plan Name	SimplyBlue Plus Silver 19	
Aggregation Design	Family Aggregation	
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full, includes ExerciseRewards.	
Plan Type	Deductible HSA	
HSA Eligible	Yes	
Quote Effective	01/01/2019 - 03/31/2019	
Plan features		
Primary Care Physician (PCP)	Not Required	
Referrals	Not Required	
Out of network benefits	Covered at 60%, subject to the deductible	
Out of area benefits	Coverage provided worldwide through our BlueCard® Network	
Student/Dependent coverage	Qualified dependents are covered to age 26	
Domestic partner	Covered	
Wellness Incentives	ExerciseRewards® receive $600 a year toward qualified fitness facility dues and/or fitness classes and save on Gym memberships with Active&Fit Direct™.	
Plan cost-sharing highlights		
Plan cost-sharing highlights	**In-Network**	**Out-of-Network**
Primary Care Office Visit	$25 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Specialist Office Visit	$50 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Coinsurance	Covered at 100%	Covered at 60%
Deductible	In-Network: $2,250 Individual / $4,500 Family	Out-of-Network: $2,250 Individual / $4,500 Family
Out of pocket maximum	In-Network: $6,550 Individual / $13,100 Family	Out-of-Network: $6,550 Individual / $13,100 Family
Lifetime maximum	None	None
Plan Benefits		
Preventive Healthcare Services	**In-Network**	**Out-of-Network**
Well child visits	Covered In Full	Covered at 60%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 60%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 60%, subject to the deductible
+Mammography	Covered In Full	Covered at 60%, subject to the deductible
+Pap smear	Covered In Full	Covered at 60%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 60%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 60%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 60%, subject to the deductible

	SimplyBlue Plus Silver 19	
+Family Planning Services	Covered in full	Covered at 60%, subject to the deductible
Physician Office Services	**In-Network**	**Out-of-Network**
Diagnostic office visits	$25 PCP copay; $50 Specialist copay per visit, subject to deductible.	Covered at 60%, subject to the deductible
Telemedicine Visits	$25 PCP copay; $50 Specialist copay per visit, subject to deductible. MDLive Provider: $10 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic x-rays	$50 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	$100 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Diagnostic laboratory and pathology	$25 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Allergy tests	$25 PCP copay; $50 Specialist copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Allergy injections	$25 PCP copay; $50 Specialist copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Chemotherapy	$25 PCP copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Radiation therapy	$50 PCP copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Maternity Services	**In-Network**	**Out-of-Network**
Prenatal care	Covered in full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 60%, subject to the deductible
Hospital care for mom (including delivery)	Subject to $500 copay per admission, subject to the deductible	Covered at 60% per admission, subject to the deductible
Newborn nursery care	Covered In Full, subject to deductible	Covered at 60% per admission, subject to the deductible
Prescription Drug	**In-Network**	**Out-of-Network**
Prescription Drug Coverage	$5/$45/$90, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copay or coinsurance.	Not Covered
Inpatient Hospital Benefits	**In-Network**	**Out-of-Network**
Hospital benefits	Subject to $500 copay per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered In Full, subject to deductible	Covered at 60%, subject to the deductible
Inpatient physical rehabilitation	Subject to $500 copay per admission for up to 60 days per per contract year, subject to the deductible	Covered at 60% per admission for up to 60 days per contract year, subject to the deductible
Surgery	Covered In Full, subject to deductible	Covered at 60%, subject to the deductible
Anesthesia	Covered In Full, subject to deductible	Covered at 60%, subject to the deductible
Emergency Care	**In-Network**	**Out-of-Network**
Emergency room care	$300 copay per visit, subject to deductible	$300 copay per visit, subject to deductible
Freestanding urgent care center	$50 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Ambulance	$300 copay per visit, subject to deductible	$300 copay per visit, subject to deductible
Outpatient Hospital Benefits	**In-Network**	**Out-of-Network**
Diagnostic x-rays	$50 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Advanced Imaging Services	$100 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible

	SimplyBlue Plus Silver 19	
Diagnostic laboratory and pathology	$25 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Surgical Care Facility Fee	$300 copay per visit; subject to deductible	Covered at 60%, subject to the deductible
Chemotherapy	$25 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Radiation Therapy	$50 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Mental Health and Substance Use	**In-Network**	**Out-of-Network**
Inpatient mental health care	Subject to $500 copay per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient mental health care	$50 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Inpatient substance use	Subject to $500 copay per admission for unlimited days, subject to the deductible	Covered at 60% per admission for unlimited days, subject to the deductible
Outpatient substance use	$50 copay per visit, subject to the deductible	Covered at 60%, subject to the deductible
Other Services	**In-Network**	**Out-of-Network**
Diabetic drugs, insulin, and supplies	$25 copay, subject to deductible per 30 day supply	Covered at 60%, subject to the deductible
Skilled nursing facility	Subject to $500 copay per admission for up to 200 days per year, subject to the deductible	Covered at 60% per admission for up to 200 days per year, subject to the deductible
Home care	$25 copay per visit for 40 visits per year, subject to the deductible	Covered at 60%. for up to 40 visits per year, subject to the deductible
Hospice	Subject to $500 copay per admission for up to 210 days per year, subject to the deductible	Covered at 60% for up to 210 visits per year, subject to the deductible
Outpatient therapy	$50 per visit, subject to deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 60%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
Chiropractic	$50 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Acupuncture	Not Covered	Not Covered
Hearing Aids	Covered at 50% , subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	**In-Network**	**Out-of-Network**
Adult Routine Vision Exam	$50 copay per visit for one routine exam every year, subject to deductible	Covered at 60% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	$50 copay per visit, subject to deductible	Covered at 60%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of $60 per year	Eyewear Reimbursement of $60 per year
Pediatric Routine Vision Exam	$50 copay per visit for one routine exam every year, subject to the deductible	Covered at 60% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	**In-Network**	**Out-of-Network**
Adult Dental Care	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 80%, subject to the deductible
Pediatric Major Dental Care & Medical Ortho	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	$300 copay per visit for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 60% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

	SimplyBlue Plus Silver 19

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

Excellus BlueCross BlueShield
LIVE FEARLESS

Quote Effective: 2019

Version Updated: 10/18/2018

Plan Name:	**Medicare Blue Choice 2**
Rating Region:	**Rochester**
Rate	
For the Benefits described in the Agreement, the Plan will charge and Group will pay the following premium rates:	
Single	$352.75
NOTE: Rate is subject to New York State Department of Financial Services approval of employer group prescription drug plans.	

By signing this rate quote, the employer group agrees to the following:

Compliance with the Centers for Medicare and Medicaid Services (CMS) requirements for Uniform Premium waivers in relation to premiums charged to our group plan participants. The employer group plan sponsor cannot charge participants covered under this plan an amount greater than the standard Medicare Part D beneficiary premium plus up to 100% of the value of any supplement prescription drug coverage.

Administration of any Low Income Subsidy (LIS) premium payments received for plan participants in accordance with CMS regulations (any LIS premium payments we receive from CMS for plan participants will be passed through to the employer group).

Compliance with alternative disclosure requirements under ERISA, including Summary Plan descriptions of benefit offerings to participants covered under this plan.

Qualification as an employer group under standard underwriting guidelines. The employer group plan sponsor must operate in the plan service area, offer active employees a benefit offering (no retiree only groups), have 2 or more employees, contribute to the premium and not be a Chamber, Trust or Association.

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity.

Quoted premium rates contain a factor for broker commissions included in the overall retention load. The Sales Representative providing this quote is a New York State licensed insurance producer. The individual will be compensated in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.

Signature: _____ **Title:** _____ **Date:** _____

Group Name: _____ **Total Employees:** _____ **Total Eligible:** _____

Coverage Effective Date: _____

Broker: _____

	Medicare Blue Choice 2
Plan Overview	
Plan Name	Medicare Blue Choice 2
Plan Type	HMO
Quote Effective	2019
Plan Features	

	Medicare Blue Choice 2	
Primary Care Physician (PCP)	Not Required	
Referrals	Not Required	
Out of Network Benefits	See out of network benefits	
Out of Area Benefits	Services rendered outside the service area are subject to higher out-of-pocket costs.	
Lifestyle and Wellness Benefits	Silver&Fit® is an Exercise Program that give you the choice of: (1) Membership in a fitness club/exercise center ($25 annual fee) (2) Home Fitness Program ($10 annual fee) (3) $150 annual reimbursment toward paid membership at a non-participating fitness club/exercise center Silver&Fit® copays are not included in the Annual Out-Of-Pocket Maximum	
Plan Cost-Sharing Highlights		
Plan Cost-Sharing Highlights	**In-Network**	**Out-of-Network**
Primary Care Office Visit	$20 copay	20% coinsurance up to a maximum of $5,000
Specialist Office Visit	$20 copay	20% coinsurance up to a maximum of $5,000
Coinsurance	Applicable where noted	Applicable where noted
Deductible	None	None
Out of Pocket Maximum	In-Network: $3,400	Not Applicable
Lifetime Maximum	None	None
Plan Benefits		
Preventive Healthcare Services	**In-Network**	**Out-of-Network**
Hearing Aids	$699 Copay for Advanced Hearing Aids or $999 Copay for Premium Hearing Aids. Limit of 2 per year. Must use a TruHearing Provider. TruHearing Copays are not included in the Annual Out-of-Pocket	Not covered
Routine Hearing Exam	$0 copay, limited to one exam per year. Must use a TruHearing Provider.	Not Covered
Routine Vision Exam	$20 copay, limited to one exam per year	20% coinsurance up to a maximum of $5,000, limited to one exam per year
Eyewear	$100 allowance available once every calendar year.	$100 allowance available once every calendar year.
Preventive Dental	Not Covered	Not Covered
Bone Density Screening	Covered in full, limited to one per year	20% coinsurance up to a maximum of $5,000, limited to one per year
Smoking Cessation	Covered in full	20% coinsurance up to a maximum of $5,000
Annual Wellness Exam	Covered in full, limited to one per year	20% coinsurance up to a maximum of $5,000, limited to one per year
Immunizations	Covered in Full	20% coinsurance, flu and pneumonia vaccines are covered in full
Preventive Mammography	Covered in full, limited to one per year	20% coinsurance up to a maximum of $5,000, limited to one per year
Pap Smear	Covered in full, limited to one per 24 months	20% coinsurance up to a maximum of $5,000, limited to one per 24 months
Routine GYN Exam	Covered in full, limited to one per year	20% coinsurance up to a maximum of $5,000, limi
Prostate Cancer Screening	Covered in full, limited to one per year	20% coinsurance up to a maximum of $5,000, limited to one per year
Colorectal Screening	Covered in full for preventive colonoscopies, limited to one per year	20% coinsurance up to a maximum of $5,000, limited to one per year
Physician Office Services	**In-Network**	**Out-of-Network**
Office Visits	$20 PCP copay; $20 Specialist copay	20% coinsurance up to a maximum of $5,000
Allergy Tests	$20 PCP copay; $20 Specialist copay	20% coinsurance up to a maximum of $5,000
Allergy Injections	$20 PCP copay; $20 Specialist copay	20% coinsurance up to a maximum of $5,000
Podiatrist Office Visit	$20 copay	20% coinsurance up to a maximum of $5,000

	Medicare Blue Choice 2	
Chiropractic	$20 copay	20% coinsurance up to a maximum of $5,000
Prescription Drug	**In-Network**	**Out-of-Network**
Prescription Drug Coverage	Prior Authorization and Step Therapy applies. Quantity Limits Apply. **Deductible:** $0 **Initial Coverage:** up to $3,820 in covered drugs **30 Day Supply:** $10/$30/$50 **90 Day Supply:** Subject to 3 times the copay **Coverage Gap:** Up to $5,100 out-of-pocket **30 Day Supply:** $10/$30/$50 **90 Day Supply:** Subject to 3 times the copay Generics and Brands - Members pay the wraparound coverage copays or coinsurance **Catastrophic Coverage:** The member pays the greater of $3.40 copay for generic and a $8.50 copay for all other drugs, or 5% coinsurance.	Covered at in-network cost sharing in emergency situations only.
Inpatient Hospital Benefits	**In-Network**	**Out-of-Network**
Hospital Benefits	$250 copay per admission for unlimited days (maximum 3 copay per year)	20% coinsurance up to a maximum of $5,000
Inpatient Chemical Dependence	$250 copay per admission for unlimited days (maximum 3 copay per year)	20% coinsurance up to a maximum of $5,000
Physician Visits in the Hospital	Covered in full	20% coinsurance up to a maximum of $5,000
Anesthesia	Covered in full	20% coinsurance up to a maximum of $5,000
Inpatient Mental Health Care	$250 copay per admission for unlimited days (maximum 3 copay per year)	20% coinsurance up to a maximum of $5,000
Skilled nursing facility	$0 copay per day, days 1-20. 50% coinsurance per day, days 21-100. Not covered, days 101 and beyond	20% coinsurance for days 1-100. Not covered, days 101 and beyond
Emergency Care	**In-Network**	**Out-of-Network**
Emergency Room Care	$65 copay; unless admitted within 23 hours	$65 copay; unless admitted within 23 hours
Freestanding Urgent Care Center	$20 copay	$20 copay
Ambulance	$65 copay	$65 copay
Outpatient Hospital Benefits	**In-Network**	**Out-of-Network**
Advanced Diagnostic Imaging (MRI, MRA,CT,PET, etc.)	$20 copay	20% coinsurance up to a maximum of $5,000
Ambulatory Surgical Center	$50 copay	20% coinsurance up to a maximum of $5,000
Office Surgery	$20 PCP copay; $20 Specialist copay	20% coinsurance up to a maximum of $5,000
X-Ray	$20 copay	20% coinsurance up to a maximum of $5,000
Diagnostic Laboratory and Pathology	Covered in full	20% coinsurance up to a maximum of $5,000
Surgical Care	$50 copay	20% coinsurance up to a maximum of $5,000
Chemotherapy	$20 copay	20% coinsurance up to a maximum of $5,000
Radiation Therapy	$20 copay	20% coinsurance up to a maximum of $5,000

	Medicare Blue Choice 2	
Partial Hospitalization	20% coinsurance, unlimited visits	20% coinsurance up to a maximum of $5,000
Hospital Observation Stay	$50 copay	20% coinsurance up to a maximum of $5,000
Outpatient Mental Health Care	20% coinsurance, unlimited visits	20% coinsurance up to a maximum of $5,000
Outpatient Chemical Dependence Care	20% coinsurance, unlimited visits	20% coinsurance up to a maximum of $5,000
Other Services	**In-Network**	**Out-of-Network**
Rehabilitative Therapy	$20 copay	20% coinsurance up to a maximum of $5,000
Cardiac Rehab	$20 copay	20% coinsurance up to a maximum of $5,000
Telemedicine Visits	$20 PCP copay; $20 Specialist copay. MDLive Provider: $20 PCP Copay	Not Covered
Acupuncture	50% coinsurance, up to 10 visits per year	Not Covered
Medicare Part B drugs including chemotherapy	20% coinsurance	20% coinsurance up to a maximum of $5,000
Diabetic Education	Covered in full	20% coinsurance up to a maximum of $5,000
Diabetic Supplies	$5 copay per 30 day supply for test strips and meters from a preferred manufacturer	20% coinsurance up to a maximum of $5,000
Durable medical equipment	20% coinsurance	20% coinsurance up to a maximum of $5,000
External prosthetics	20% coinsurance	20% coinsurance up to a maximum of $5,000
Home Care	Covered in full	20% coinsurance up to a maximum of $5,000
Hospice	Covered by Original Medicare	Covered by Original Medicare
Kidney Dialysis	Covered in full	Covered in full

NOTE: Rate is subject to New York State Department of Financial Services approval of employer group prescription drug plans.

By signing this rate quote, the employer group agrees to the following:

Compliance with the Centers for Medicare and Medicaid Services (CMS) requirements for Uniform Premium waivers in relation to premiums charged to our group plan participants. The employer group plan sponsor cannot charge participants covered under this plan an amount greater than the standard Medicare Part D beneficiary premium plus up to 100% of the value of any supplement prescription drug coverage.

Administration of any Low Income Subsidy (LIS) premium payments received for plan participants in accordance with CMS regulations (any LIS premium payments we receive from CMS for plan participants will be passed through to the employer group).

Compliance with alternative disclosure requirements under ERISA, including Summary Plan descriptions of benefit offerings to participants covered under this plan.

Qualification as an employer group under standard underwriting guidelines. The employer group plan sponsor must operate in the plan service area, offer active employees a benefit offering (no retiree only groups), have 2 or more employees, contribute to the premium and not be a Chamber, Trust or Association.

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity.

Quoted premium rates contain a factor for broker commissions included in the overall retention load. The Sales Representative providing this quote is a New York State licensed insurance producer. The individual will be compensated in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.

For technical web issues please contact our Web Help Desk at 1-800-278-1247

Excellus LIVE FEARLESS

Benefit Summary (Effective: 01/01/2019) (Version Updated: 09/11/2018)

DBOV-4-26/26	**Dental Blue Options**	
Rating Region: Rochester	**Small Group**	
Rate		
4-Tier- Ind/Subscriber Spouse/Subscriber Child(ren)/Family		
Single	$37.66	
Sub w/Spouse	$75.32	
Sub w/Child	$67.18	
Sub w/Children	$67.18	
Sub w/Spouse and one or more Children	$112.61	
We are quoting these rates on the express condition that, if the rates actually approved by the New York State Insurance Department are different than the rates quoted above, your rates for the effective date will change		
The Sales Representative providing this quote is a New York State licensed insurance producer employed by Excellus Health Plan. The individual represents Excellus Health Plan in this transaction and will be compensated by Excellus Health Plan in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.		

Signature: _____ **Title:** _____ **Date:** _____

Group Name: _____ **Total Employees:** _____ **Total Eligible:** _____

Coverage Effective Date: _____ **Rating Tier Selected:** _____

(if more than one available)

Broker: _____

DBOV-4-26/26	Dental Blue Options	
Plan Overview		
Package ID	DBOV-4-26/26	
Plan Name	Dental Blue Options	
Plan Type	PPO Voluntary	
Package Status	Existing	
Effective Date	01/01/2019	
Activity Status	Active	
Dental Plan Features		
Dependents and students	Qualified dependents and students are covered to age 26.	
In Network	Coverage provided through Excellus BlueShield dental provider network	
Annual Deductible	$50 Single/$150 Family; applies to classes II, IIA & III	
Annual Maximum	$1,000 applies to classes II, IIA and III	
Out of network	Covered at fee schedule, subject to balance billing	
Orthodontia Lifetime Maximum includes dependents to age 19	Not covered	
Out of area	Covered at fee schedule, subject to balance billing	
Domestic partner	Covered	
Waiting periods & other limitations	Does not apply to members who are timely entrants	
Plan Benefits		
Class I - Preventive	**In-Network**	**Out Of Network**
Class I - Coinsurance	Covered at 100%	Covered at 100%, subject to balance billing
Cleanings & exams	Covered at 100%	Covered at 100%, subject to balance billing
Fluoride treatments covered to age 16	Covered at 100%	Covered at 100%, subject to balance billing
Sealants	Covered at 100%	Covered at 100%, subject to balance billing
Bitewing x-rays	Covered at 100%	Covered at 100%, subject to balance billing
Full mouth and panorex x-rays	Covered at 100%	Covered at 100%, subject to balance billing
Space maintainers	Covered at 100%	Covered at 100%, subject to balance billing
Emergency palliative treatment	Covered at 100%	Covered at 100%, subject to balance billing
Dental Prophylaxis	Covered at 100%	Covered at 100%, subject to balance billing
Class II - Basic Restorative	**In-Network**	**Out Of Network**
Class II - Coinsurance	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Fillings	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Simple Extraction Oral Surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Class II A - Basic Restorative	**In-Network**	**Out Of Network**
Class II A - Coinsurance	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Oral surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Endodontics	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Periodontal surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Periodontal scaling and root planing	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Periodontal maintenance following surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Class III - Major Restorative	**In-Network**	**Out Of Network**
Class III - Coinsurance	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance

DBOV-4-26/26	Dental Blue Options	
		billing
Fixed prosthetics	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Removable prosthetics	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Inlays / Onlays / Crowns	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Relines / rebases	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Implants	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Class IV - Orthodontia Group must have 10 contracts enrolled	**In-Network**	**Out Of Network**
Class IV - Coinsurance	Not covered	Not covered
Braces	Not covered	Not covered

This is not a contract or binding agreement, but a summary of benefits and services. You should rely on the subscriber contract as the complete description of member rights, responsibilities, benefits available under the benefit plan, and the definition of contract year as it applies to any benefit limitations. In the event of a dispute between this summary and your member contract, the member contract will prevail.

Certain services require pre-certification. Please refer to your contract for additional information regarding applicable services and penalties charged if pre-certification is not obtained.

For technical web issues please contact our Web Help Desk at 1-800-278-1247

Excellus LIVE FEARLESS

Benefit Summary (Effective: 01/01/2019) (Version Updated: 09/11/2018)

DBOC-4-26/26	**Dental Blue Options**	
Rating Region: Rochester	**Small Group**	
Rate		
4-Tier- Ind/Subscriber Spouse/Subscriber Child(ren)/Family		
Single	$35.88	
Sub w/Spouse	$71.74	
Sub w/Child	$63.98	
Sub w/Children	$63.98	
Sub w/Spouse and one or more Children	$107.26	
We are quoting these rates on the express condition that, if the rates actually approved by the New York State Insurance Department are different than the rates quoted above, your rates for the effective date will change		
The Sales Representative providing this quote is a New York State licensed insurance producer employed by Excellus Health Plan. The individual represents Excellus Health Plan in this transaction and will be compensated by Excellus Health Plan in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.		

Signature: _____ **Title:** _____ **Date:** _____

Group Name: _____ **Total Employees:** _____ **Total Eligible:** _____

Coverage Effective Date: _____ **Rating Tier Selected:** _____

(if more than one available)

Broker: _____

DBOC-4-26/26	Dental Blue Options	
Plan Overview		
Package ID	DBOC-4-26/26	
Plan Name	Dental Blue Options	
Plan Type	PPO EmpSponsored	
Package Status	Existing	
Effective Date	01/01/2019	
Activity Status	Active	
Dental Plan Features		
Dependents and students	Qualified dependents and students are covered to age 26.	
In Network	Coverage provided through Excellus BlueShield dental provider network	
Annual Deductible	$50 Single/$150 Family; applies to classes II, IIA & III	
Annual Maximum	$1,000 applies to classes II, IIA and III	
Out of network	Covered at fee schedule, subject to balance billing	
Orthodontia Lifetime Maximum includes dependents to age 19	Not covered	
Out of area	Covered at fee schedule, subject to balance billing	
Domestic partner	Covered	
Waiting periods & other limitations	Does not apply	
Plan Benefits		
Class I - Preventive	**In-Network**	**Out Of Network**
Class I - Coinsurance	Covered at 100%	Covered at 100%, subject to balance billing
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Emergency palliative treatment	Covered at 100%	Covered at 100%, subject to balance billing
Dental Prophylaxis	Covered at 100%	Covered at 100%, subject to balance billing
Class II - Basic Restorative	**In-Network**	**Out Of Network**
Class II - Coinsurance	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Fillings	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Simple Extraction Oral Surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Class II A - Basic Restorative	**In-Network**	**Out Of Network**
Class II A - Coinsurance	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Oral surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Endodontics	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Periodontal surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
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Periodontal maintenance following surgery	Covered at 80%, subject to deductible	Covered at 80%, subject to deductible and balance billing
Class III - Major Restorative	**In-Network**	**Out Of Network**
Class III - Coinsurance	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance

DBOC-4-26/26	Dental Blue Options	
		billing
Fixed prosthetics	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Removable prosthetics	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
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Relines / rebases	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Implants	Covered at 50%, subject to deductible	Covered at 50%, subject to deductible and balance billing
Class IV - Orthodontia Group must have 10 contracts enrolled	**In-Network**	**Out Of Network**
Class IV - Coinsurance	Not covered	Not covered
Braces	Not covered	Not covered

This is not a contract or binding agreement, but a summary of benefits and services. You should rely on the subscriber contract as the complete description of member rights, responsibilities, benefits available under the benefit plan, and the definition of contract year as it applies to any benefit limitations. In the event of a dispute between this summary and your member contract, the member contract will prevail.

Certain services require pre-certification. Please refer to your contract for additional information regarding applicable services and penalties charged if pre-certification is not obtained.

For technical web issues please contact our Web Help Desk at 1-800-278-1247

Village Board Meeting
November 13, 2018

Meeting Items
Agenda Item 2

Sanitary Laterals Policy

VILLAGE OF PITTSFORD
Policy Regarding Sanitary Laterals

- The Village Of Pittsford is responsible for the maintenance of sanitary sewer mains and sanitary manholes to which sanitary "laterals" connect via a cleanout at the right of way or easement line.

- The property owner is responsible for the maintenance and repair of the portion of the sanitary lateral that connects the house or building to the main. This section of pipe is referred to as the “private portion”.

- The property owner is responsible for any damage or cleanup caused by backup associated with the private portion of the sanitary lateral into the residence.

- For sanitary laterals without cleanouts found at the right of way (ROW) or easement line, the Village DPW will not act to provide service or maintenance unless a disclaimer is signed by the property owner and the associated work is confirmed to be a one-time (unique) service.

- The Village DPW will help locate an outside cleanout that may be buried.

- If there is an outside cleanout at the public ROW or easement line, the Village DPW may clean the lateral, if necessary, from the cleanout to the main.

- The Village may televise the sanitary lateral if there is an outside cleanout at the property or easement line to help determine the cause of the problem once the line is cleared.

- With an outside cleanout in place and after the Village troubleshoots the problem in the sanitary lateral with problems in the ROW or easement area, the Village will determine one of two options:

    1. If necessary, the Village will excavate only that portion of land at, near or affected by the sanitary lateral found within in the public portion of the lateral or ROW or easement area

    2. If an excavation is believed to not be a cost effective or the best solution as so determined by the Village DPW, the problem may be resolved by snaking or flushing from the cleanout on a periodic basis.

Policy Regarding Commercial Sanitary Laterals

- Maintenance and or repair of a commercial or multi-family residential sanitary service lateral is the sole responsibility of the owner of the property.

- All new construction requires a cleanout at ROW or easement line for each new building.

pm 10/31/18
recd 10/5/18

MORGENSTERN DEVOESICK
attorneys

Please Reply to
Vivek Thiagarajan, Esq.
E-mail: vivek@morgdevo.com
Web Address: www.morgdevo.com

1080 Pittsford Victor Road
Pittsford, New York 14534
Telephone: 585-672-5500
Fax: 585-672-5599

October 31, 2018

SENT VIA REGULAR MAIL
Mr. Robert B. Koegel, Esq.
Forsyth, Howe, O'Dwyer,
Kalb, & Murhpy, P.C.
1 South Clinton Avenue, Suite 1000
Rochester, NY 14604

RE: Imburgia Final Subdivision
23 French Road and 17 High Street
Tax Parcel #151.14-1-62 & 151.14-1(57,58,59)

Dear Robert:

My client, Mr. Sam Imburgia, requested that I follow up with you on the status of this project. Final Planning Board approval, with conditions, was granted on June 11, 2018. It is my understanding that the Town and Village are working on condition item number 2 ("Subject to the availability of sewer connections for new homes prior to planning board signature"). Yet, this remains incomplete.

As you may be aware, no additional properties were created by the proposed four lot subdivision—only a reconfiguration of parcel boundary lines. The boundary line reconfiguration corrected a lot line through 17 High Street and adjusted the lot lines to conform more appropriately to the existing topography. One parcel will remain on septic. The remaining three parcels are already located within the existing sewer district boundary and 17 High Street is currently connected.

As such, the request for two sewer connections for parcels that were already accounted for in the original sewer district boundary appears to be a reasonable request. I will call you after you have had an opportunity to review the status of this project. I appreciate your review of this project so that we can determine next steps, if necessary.

Sincerely,

Vivek Thiagarajan, Esq.

VJT/sjc
Enc.

TOWN OF PITTSFORD

SETTLED 1789

11 SOUTH MAIN STREET, PITTSFORD, NY 14534
TEL. 585-248-6200 FAX 585-248-6247

RECEIVED

MRB GROUP

NOTICE OF DECISION
TOWN OF PITTSFORD PLANNING BOARD

Date of Decision: June 11, 2018

MRB Group
Thomas Fromberger
145 Culver Rd, Suite 160
Rochester, NY 14620

SUBJECT: Imburgia Final Subdivision
23 French Road and 17 High Street
Tax Parcel #151.14-1-62 & 151.14-1-(57, 58, 59)

Please be advised that the Town of Pittsford Planning Board granted MRB Group, agent for Sam and Anthony Imburgia Final Subdivision approval for the Imburgia Subdivision located at 23 French Road and 17 High Street as shown on application materials received June 5, 2018.

The Board approval based upon the Findings of Fact and conditioned upon Compliance with the Conditions of approval, as indicated in the resolution adopted by the Planning Board. A copy is attached.

NOTE: Upon compliance with the conditions of approval as set out in the resolution passed on June 11, 2018, the mylars and a paper copy may be submitted to the DPW for Planning Board Signature.

Renee McQuillen
Planning Board Secretary

Dated: June 12, 2018

cc: Sam Imburgia
Anthony Imburgia
Encl.

June 11, 2018

2018 JUN 12 A 11:18

TOWN OF PITTSFORD
PLANNING BOARD
RESOLUTION
Imburgia Final Subdivision
23 French Road and 17 High Street
Tax Parcel #151.14-1-62 & 151.14-1-(57, 58, 59)

WHEREAS, MRB Group, as agent for Sam and Anthony Imburgia has made application for Final Subdivision approval to reconfigure the existing 4 parcels to improve existing conditions and allow development of the 2 existing vacant lots on High Street with application materials received June 5, 2018; and

WHEREAS, this is an Unlisted Action pursuant to SEQRA, and the Planning Board issued a negative declaration pursuant to SEQRA on February 12, 2018; and

WHEREAS, Preliminary Subdivision approval was granted on February 12, 2018; and

NOW, THEREFORE, upon consideration by the Planning Board, of all written and oral submissions and testimony by the Applicant, appropriate agencies, the Planning Board having given this matter due deliberation and consideration; it is

RESOLVED, that the Planning Board of the Town of Pittsford grants Final Subdivision approval based upon the following Findings of Fact; and subject to compliance with the following Conditions of Approval:

FINDINGS OF FACT

1. The Findings of Fact included in the Planning Board's SEQRA Negative Declaration and Preliminary approvals granted February 12, 2018 are hereby referenced and incorporated herein.

2. The Monroe County Survey Office has indicated that filing of the Subdivision map is not dependent on resolution of inconsistencies in property lines.

3. The Zoning Board of Appeals granted the necessary Area Variance for lot size on February 19, 2018.

CONDITIONS OF APPROVAL

1. Subject to compliance with and review of the modifications expressed in the DRC response dated December 8, 2017 from the MRB Group, unless otherwise specified herein.

2. Subject to the availability of sewer connections for new homes prior to Planning Board signature.

3. Parks & Recreation Trust Fund Fees are applicable to this subdivision, the applicable fee, currently $850.00, will be collected when building permits are issued.

4. Any remaining engineering reimbursement fees are due prior to Final Planning Board signature.

5. Subject to applicable regulatory approvals including but not limited to, Pittsford Sewer Dept., Town Engineer, Monroe County Health Dept and the Department of Public Works.

The within Resolution was motioned by Planning Board Member Donlon, seconded by Planning Board Member Halldow, and voted upon by members of the Planning Board as follows:

David Jefferson	Aye
Jeffrey Donlon	Aye
John Halldow	Aye
Kevin Morabito	Aye
Shannon Dupra	Aye
Paula Liebschutz	Aye
John Limbeck	Absent

Adopted by the Planning Board on: June 11, 2018

Renee McQuillen
Secretary to the Planning Board

Village Board Meeting
November 11, 2018

Meeting Items
Agenda Item 3

7:30 PM – Public Hearing – Historic Preservation Code

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, on Tuesday, November 13, 2018 at 7:30 p.m. at 21 North Main Street, Pittsford, New York. The Board will consider the adoption of an update to the Historic Preservation Code.

A copy of the proposed local law is on file in the Office of the Village Clerk, where interested parties may inspect between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday or on the Village website www.villageofpittsford.org.

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

VILLAGE OF PITTSFORD BOARD OF TRUSTEES

Local Law Intro. No. _____ of 2018
Local Law No. _____ of 2018

A Local Law Amending the Village of Pittsford Code Relating to its Historic District and to Provide a Framework for the Preservation of Historic Character and Architecture in the Village.

Be it hereby enacted by the Board of Trustees of the Village of Pittsford as follows:

Section 1. The Village of Pittsford Code is hereby amended to add Chapter 211, entitled Historic and Architectural Preservation, to read in its entirety as follows:

§ 211-1 Title; purpose; authority

A. Title. This chapter shall be known as and may be cited as the "Village of Pittsford Historic and Architectural Preservation Local Law."

B. Purpose. The Village of Pittsford Board of Trustees finds that there exist within the Village of Pittsford places, sites, structures, and buildings of historical and/or architectural significance, antiquity, uniqueness of exterior design or construction, which should be conserved, protected and preserved to maintain the architectural character of Pittsford Village (as an Historic District in the National Register of Historic Places in 2015), to contribute to the aesthetic value of the Village and to promote the general good, welfare, health and safety of the Village and its residents. The purpose of this local law is to promote the general welfare by providing for the identification, protection, enhancement, perpetuation, and utilization of buildings, structures, signs, features, improvements, sites, and areas within the Village that reflect special elements of the Village's historical, architectural, cultural, economic or aesthetic heritage for the following reasons:

(1) To foster public knowledge, understanding, and appreciation of the historical and architectural character of the Village and in the accomplishments of its past;

(2) To ensure the harmonious, orderly, and efficient growth and development of the Village;

(3) To enhance the visual character of the Village by encouraging new design and construction that complements the Village's buildings;

(4) To protect and promote the economic benefits of historic and architectural preservation to the Village, its inhabitants and visitors;

(5) To protect property values in the Village;

(6) To promote and encourage continued private ownership and stewardship of historic buildings within the Village;

(7) To identify as early as possible and resolve conflicts between the preservation of buildings and structures in the Village and alternative land uses; and

(8) To conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

C. Enabling authority. Pursuant to Article 5, § 96-a; Article 5-G, Article 5-J and Article 5-K and § 119-dd of the General Municipal Law; Article 14 of the Parks, Recreation and Historical Preservation Law; and § 10 of the Municipal Home Rule Law; it is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of buildings and structures in the Village of Pittsford are necessary to promote the cultural, economic and general welfare of the public.

§ 211-2 Applicability; Designation of Landmarks and Historic Districts.

A. Existing designations continued. The Village of Pittsford Board of Trustees previously determined that the entirety of the Village shall be included within a historic district. The Board of Trustees hereby determines to continue such designation. Due to the unique characteristics of the Village, the Board of Trustees determines that all Village buildings constitute contributing buildings to an historic district. Thus, the provisions of this local law apply to the entirety of the corporate limits of the Village and to all buildings and structures therein. Any prior landmark designations shall be continued.

B. Subsequent designations. In the event the corporate limits of the Village expand, the Board of Trustees shall evaluate whether such additional area should be included within the historic district and whether any such additional buildings shall be considered contributing buildings. This determination shall be made by resolution, following a public hearing, with public notice thereof at least ten (10) days in advance. The Board of Trustees may seek a recommendation from the Board in advance of a determination.

§ 211-3 Definitions. As used in this chapter, the following words and phrases have the following meaning:

> Alteration: A change to a building affecting exterior appearance and/or materials, interior layout, structure, addition or partial demolition or removal of architectural features, and changes to doors and windows.
>
> Building or Structure: Any construction created to shelter any form of human, such as a house, garage or barn, and which is permanently affixed to the land. Building or structure may also refer to a related complex, such as a house and a barn.

Certificate of Appropriateness: An official form issued by the Village stating that the proposed work is compatible with the historic character of the historic district and thus in accordance with the provisions of this chapter and therefore: (1) the proposed work may be completed as specified in the certificate; and (2) the Village's departments may issue any permits needed to do the work specified in the certificate.

Certificate of Approval: An official form issued by the Village permitting demolition of a building or structure.

Certificate of Hardship: An official form issued by the Board when the denial of a certificate of appropriateness has deprived, or will deprive, the owner of the property of all reasonable use of, or economic return on, the property.

Change: Any alteration, demolition, removal or construction involving any property subject to the provisions of this local law.

Character: Defined by form, proportion, structure, plan, style or material. General character refers to ideas of design and construction such as basic plan or form. Specific character refers to precise ways of combining particular kinds of materials.

Compatible: In harmony with location, context, setting, and historic character.

Demolish: Any act or process that removes or destroys in whole or in part a building, structure, or resource.

Demolition Permit: A permit issued by the building official allowing the applicant to demolish a building or structure, after having received a certificate of approval from the Board.

Exterior Architectural Features: The architectural style, design, general arrangement and components of all of the outer surfaces of any building or structure.

Feature: Elements embodying the historical significance or architectural style, design, general arrangement and components of all of the exterior surfaces of any landmark or historic resource, including, but not limited to, the type of building materials, and type and style of windows, doors, or other elements related to such landmark or historic resource.

Historic Context: A unit created for planning purposes that groups information about historic properties based on a shared theme, specific time period and geographical area.

Historic District - Local: The area within the corporate limits of the Village of Pittsford, New York.

Historic Fabric: Original or old building materials (masonry, wood, metals, marble) or construction.

Historic Integrity: The retention of sufficient aspects of location, design, setting, workmanship, materials, feeling or association for a property to convey its historic significance.

Historic Significance: The quality of a place, site, building, district or structure based upon its identification with historic persons or events in the Village of Pittsford.

Integrity: The authenticity of a property's historic identity, evidenced by the survival of physical characteristics that existed during the property's historic or prehistoric period.

Maintain: to keep in an existing state of preservation or repair.

Move: Any relocation of a building or structure on its site or to another site.

National Register of Historic Places: The official inventory of the nation's historic properties, districts, sites, districts, structures, objects and landmarks which are significant in American history, architecture, archaeology, and culture, maintained by the Secretary of the Interior under the authority of the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq., 36 C.F.R. Sections 60, 63, as may be amended).

Non-contributing: A feature, addition or building, structure, object or site which does not add to the sense of historical authenticity or evolution of an historic resource or landmark or where the location, design, setting, materials, workmanship, history, and/or association of the feature, addition or building, structure, object or site has been so altered or deteriorated that the overall integrity of that historic resource or landmark has been irretrievably lost.

Owner: Those individuals, partnerships, corporations, or public agencies holding fee simple title to property, as shown on the records of the (Property Records Section) of the Village.

Preservation: The act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than

extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

Preventative Maintenance: Any work to prevent deterioration or damage to the structural integrity or any exterior feature of a landmark or historic resource that does not involve a change in design, material or exterior appearance. Such work includes, but is not limited to, painting, roof repair, foundation or chimney work, or landscape maintenance.

Rehabilitation: The act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features of the property which convey its historical, architectural and cultural values.

Repair: Acts of ordinary maintenance that do not include a change in the design, material, form, or outer appearance of a resource, such as repainting. This includes methods of stabilizing and preventing further decay, and may incorporate replacement-in-kind or refurbishment of materials on a building or structure.

Restoration: The act or process of accurately depicting the form features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

Retain: The act of keeping an element, detail or structure and continuing the same level of repair to aid in the preservation of elements, sites, and structures.

Secretary of the Interior's Standards for the Treatment of Historic Properties: Principles developed by the National Park Service (36 C.F.R. 68.3, as may be amended) to help protect historic properties by promoting consistent preservation practices and providing guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers on how to approach the treatment of historic properties. The Secretary of the Interior Standards for the Treatment of Historic

Significant: Having particularly important associations with the contexts of architecture, history and culture.

Site: The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains historical or archaeological value regardless of the value of

any existing buildings, structures or other objects. Examples of a site are a battlefield, designed landscape, trail, or camp site.

Stabilization: The act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property while maintaining the essential form as it exists at present.

Structure: Any assemblage of materials forming a construction framed of component structural parts for occupancy or use, including buildings.

Style: A type of architecture distinguished by special characteristics of structure or ornament and often related in time; also a general quality of distinctive character.

Undertaking: Any project or other action involving the expansion, modification, development or disposition of the physical plant or any site or building.

§ 211-4 Historic Preservation Review Board

A. Members and terms. The Architectural and Preservation Review Board, as currently constituted, shall continue and be designated as the Historic Preservation Review Board (the "Board"). The Board shall be composed of five members, appointed by the Mayor subject to approval of the Village of Pittsford Board of Trustees. The terms of Board members shall be three years and expiration of members' existing terms shall remain unchanged from the former Architectural and Preservation Review Board.

B. Qualifications of Board members. Board members shall have interest, experience, and training in Historic Preservation and Planning, as determined by the Mayor and Board of Trustees. To the extent possible, and subject to waiver by the Mayor and Board of Trustees, Board members shall be required to have the following expertise:

(1) At least one shall be a historian; one a state-licensed real estate professional; and one who has demonstrated significant interest in and commitment to the field of preservation planning as evidenced either by involvement in a local or regional historic preservation group, employment or volunteer activity in the field of preservation planning, or other serious interest in the field; and

(2) All members of the Board shall have a known interest in historic preservation and planning within the Village of Pittsford.

C. Vacancies. Vacancies occurring on the Board other than by expiration of a term of office shall be filled by appointment of the Mayor pursuant to the New York State Village Law. Any such appointment shall be for the unexpired portion of the term of the replaced member.

D. Training and attendance requirements.

(1) Each member of the Board shall complete, at a minimum, four hours of training each year designed to enable such members to more effectively carry out their duties. Training received by a member in excess of four hours in any one year may be carried over by the member into succeeding years in order to meet this requirement. Such training shall be approved by the Village Board of Trustees and may include, but not be limited to, training provided by a municipality, regional or county planning office or board, county planning federation, state agency, statewide municipal association, college or other similar entity. Training may be provided in a variety of formats, including but not limited to, electronic media, video, distance learning, and traditional classroom training. No member of the Board may also serve as a member of the Village of Pittsford Board of Trustees.

(2) To be eligible for reappointment to the Board, a member shall have completed the training approved as set forth above.

(3) The training may be waived or modified by resolution of the Village Board of Trustees when, in the judgment of the Board of Trustees, it is in the best interest to do so.

(4) No decision of the Board shall be voided or declared invalid because of a failure to comply with this subdivision.

E. Alternates. Alternates may be appointed and designated pursuant to Chapter 9 of the Village of Pittsford Code.

F. Board organization.

(1) Chairperson; designation and duties. The Mayor and the Village of Pittsford Board of Trustees shall, pursuant to New York State Village Law, designate the Chairperson of the Board. The Chairperson shall be designated from the existing members of the Board. Such designation may be changed at any time by the Mayor and the Village of Pittsford Board of Trustees. In the absence of such designation, the Chairperson of the Board shall be designated from amongst the members by vote of an affirmative majority of the members of the Board, and may be changed at any time by an affirmative majority of the members of the Board. The Chairperson shall have the right to vote in all matters before the Board. In the Chairperson's absence, the Board may designate an acting Chairperson by affirmative vote of a majority of the Board. All meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine by affirmative vote of a majority of the Board. Such Chairperson, or in his or her absence, the acting Chairperson, may administer oaths and compel the attendance of witnesses.

(2) Secretary. The Village of Pittsford Board of Trustees shall appoint a secretary to serve as secretary to the Board. At the time of service, the secretary shall not also serve as

member of the Board. The secretary shall keep a record of all resolutions proceedings, and actions of the Board, as well as attendance of Board members.

(3) Quorum. A simple majority of the Board members shall constitute a quorum for the transaction of business. An affirmative vote of a majority of the full Board is required to approve any resolution, motion, or other matter before the Board.

(4) Meetings. The Board shall meet at least monthly, but meetings may be held at any time on the written request of any two (2) Board members or at the call of the Chairperson.

G. Records and Annual Report.

(1) The Board is subject to the New York Freedom of Information Law and the Open Meetings Law. The vote or failure to vote of each Board member shall be recorded. If any Board member abstains from voting based on a conflict of interest or otherwise, the member must also state his or her reason(s) or ground(s) for doing so on the record.

(2) Annual Reports. The Board shall submit an annual report of its activities to the Mayor and each member of the Village of Pittsford Board of Trustees and make such recommendations to the Village Board as the Board deems necessary to carry out the purposes of this local law.

(3) Minutes. The Board's minutes, including a record of the Board's decisions and determinations, shall be filed with the Village of Pittsford Board of Trustees as they are completed.

H. Recommendations for the promulgation of regulations and the Board's adoption of by-laws. The Board may recommend to the Board of Trustees of the Village of Pittsford regulations relating to any subject matter over which the Board has jurisdiction under this local law. The Board may approve by-laws that are consistent with the regulations adopted by the Village of Pittsford Board of Trustees.

I. General and advisory powers of the Board.

(1) From time to time, recommend to the Board of Trustees of the Village of Pittsford any changes and amendments appropriate and necessary with regard to this Chapter.

(2) Review any local laws or regulations, including existing landmarks or historic preservation laws or regulations in the Village of Pittsford, and recommend to the Village of Pittsford Board of Trustees any changes and amendments thereto.

(3) Recommend to the Village of Pittsford Board of Trustees additional regulations to be adopted by local law that may be necessary for the Board to conduct its business, consistent with the scope and intent of this local law.

(4) Recommend to the Village of Pittsford Board of Trustees specific criteria for regulations to be adopted by local law that identify and catalogue significant historic landmarks, and from time to time advise it on suggested changes thereto.

(5) Recommend to the Village of Pittsford Board of Trustees additional criteria to be adopted by local law to be used when evaluating applications for a certificate of appropriateness.

(6) Recommend to the Village of Pittsford Board of Trustees proposals for the acquisition of preservation easements or other interests in real property.

(7) Conduct investigations, prepare maps, reports and recommendations in connection with its advisory authority relating to the planning, development and administration of the Village of Pittsford landmarks preservation policies, regulations and local law as needed, provided the total expenditures of said Board shall not exceed the appropriation provided by the Village of Pittsford Board of Trustees together with any public or private grant funding received by the Village of Pittsford for the Board to undertake its landmarks preservation powers and duties.

(8) Report on matters referred to it by any Village of Pittsford Board of Trustees. The Village of Pittsford Board of Trustees may by resolution provide for the referral to the Board for a report on any matter or class of matters that impact the municipality's landmarks preservation local law, policies, regulations or administrative processes before final action is taken thereon by the Village of Pittsford Board of Trustees or other office of said Village of Pittsford having final authority over said matter. The Village of Pittsford Board of Trustees may further stipulate that final action thereon shall not be taken until the Board has submitted its report thereon, or has had a reasonable time, to be fixed by the Village of Pittsford Board of Trustees in said resolution, to submit the report.

(9) The Board may retain such specialist, consultants or experts to aide in its duties, provided approval therefore has been obtained from the Village of Pittsford Board of Trustees. .

J. Administrative review power. In accordance with this chapter and any regulations adopted by the Village of Pittsford Board of Trustees for historic preservation purposes, the Board shall use the standards set forth in this chapter, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the Village of Pittsford Design Guidelines, and/or any other locally developed standards for review to:

(1) Evaluate and render a determination upon an application for a certificate of appropriateness; approve, approve with modifications or conditions, or deny any proposal for exterior changes to any property within the corporate limits of the Village of Pittsford.

(2) Evaluate and render a determination upon an application for a certificate of economic hardship; approve, approve with modifications or conditions, or deny any such application.

(3) Evaluate and render a determination upon an application for a certificate of appropriateness for demolition, removal or relocation; approve, approve with modifications or conditions, or deny any such application.

(4) Perform other functions that the Village of Pittsford Board of Trustees may designate by local law.

K. Cooperation of Village boards and officials. All Village departments, officials, and boards shall, upon request of the Board, assist and furnish available permits, plans, reports, maps, and statistical and other information which the Board may require for its work.

§ 211-5 Certificate of Appropriateness Required.

A. A Certificate of Appropriateness is required for the alteration, demolition (of any portion of a structure), or new construction of any building or structure in the Village of Pittsford. The Board is responsible for the approval or disapproval of proposals for exterior changes to buildings and structures in the Village. No person shall carry out any exterior alteration, restoration, reconstruction, demolition, new construction, or move of a building or structure in the Village without first obtaining a Certificate of Appropriateness that authorizes such work or a Certificate of Hardship is obtained pursuant to this chapter.

B. All changes to Village or other municipality-owned property affecting an individual landmark or within a historic district shall be subject to the provisions of this local law.

C. No building permit or demolition permit shall be issued absent compliance with this chapter.

§ 211-6 Criteria for Issuing a Certificate of Appropriateness.

A. Certificate of appropriateness; general criteria. The Board shall approve the issuance of a certificate of appropriateness only if it determines that the proposed work will not have a substantial adverse effect on the aesthetic, historical, or architectural significance and value of the property itself, the district or neighboring properties in such district.

B. Specific criteria. In making this determination, the Board's decision to approve, approve with modification(s) and/or conditions or deny an application for a Certificate of Appropriateness for a building or structure shall be guided by the Secretary of the Interior's Standards for Rehabilitation and by the following standards:

(1) Properties in the Village shall be retained, with their features altered as little as possible.

(2) Any alteration of existing properties shall be compatible with properties in the Village. In applying the principle of compatibility, as well as in their own right, the Board shall consider the following factors:

(a) The general design and character of the proposed alteration or new construction relative to existing features of the property or improvement, surrounding properties, the neighborhood or the Village;

(b) With respect to new construction or alteration, the mass and scale of the proposal.

(c) Whether the proposal is compatible with the neighborhood context.

(d) The scale and visual compatibility of the proposed alteration or new construction in relation to the property itself, surrounding properties, the neighborhood and the Village.

(e) Texture and materials, and their relation to similar features of the property, other properties in the neighborhood in the Village.

(f) Visual compatibility with surrounding properties and properties in the Village, including proportion of the property's façade, proportion and arrangement of windows and other openings within the façade, roof shape, and the rhythm of spacing of properties on streets and the Village, including setback.

(g) The importance of historic physical and visual features to the significance of the property.

(3) New construction shall be compatible with properties in the Village.

(4) In approving an application for a Certificate of Appropriateness, the Board shall find that the building or structure for which the permit was requested, if erected or altered in accordance with the submitted plan or with stated modifications and/or conditions, would be consistent with the spirit and intent of this local law, would not be detrimental to the character of the neighborhood, would not result in inappropriate development, and utilization of the site or of adjacent lands and would not adversely affect the functioning economic stability, prosperity, health, safety and general welfare of the community.

(5) Where the Board grants a Certificate of Appropriateness under circumstances where the permitted activity is likely to uncover or affect archaeological resources, the Board

shall require reasonable efforts to protect and preserve such resources. Where such protection and preservation is not feasible, the Board shall nonetheless impose appropriate and reasonable conditions to insure that the archaeological resource is made accessible for a reasonable period to qualified persons.

(6) In approving an application for a Certificate of Appropriateness, the Board shall not review changes to exterior paint colors, but shall approve color changes involving permanent or long-lasting materials.

§ 211-7 Certificate of Appropriateness Application Procedures.

A. Concurrently with an application for a building permit, the property owner or their designee shall file a letter application for a Certificate of Appropriateness with the Board and the Secretary. Such application shall contain:

(1) The name, address, and telephone number of applicant.

(2) The building permit application number as assigned by the building department.

(3) The location and photographs of property.

(4) Dimensioned elevation drawings of proposed changes.

(5) Perspective drawings, including relationship to adjacent properties.

(6) Samples of building materials to be used, including their proposed color.

(7) Where the proposal includes signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, the method of illumination, and a plan showing the sign's location on the property; and any other information which the Board may deem necessary in order to visualize the proposed work.

(8) Other materials and information as required by the Board.

(9) A statement regarding compliance with the New York State Environmental Quality Review Act ("SEQRA") and an appropriate environmental assessment form.

(10) A verification from the Village Clerk's Office that the proposed project has received any and all other approvals from any and all Village Boards and Officials as required by the Code of the Village of Pittsford.

B. Completeness Determination. Upon receipt of all the information required herein, the Secretary shall deem the application complete and shall place the application on the agenda of the next meeting of the Board, provided all materials have been received by the Board and the Secretary at least two (2) weeks prior to the Board's meeting. If the materials have been received less than two (2) weeks prior to the next Board meeting, the matter will be placed on the following meeting agenda, unless waived by the Board.

C. Notice. In addition to any other notice required by law, upon submittal of an application for a Certificate of Appropriateness, the applicant shall cause a notice to be posted on the property for a minimum of ten days prior to the meeting at which the application is first considered. An affidavit of posting shall be submitted to the Board upon the Board's request. This notice must remain in place until a decision has been made on the application. The notice shall specify the proposed work, the time and place of the public hearing, if any, and to whom and by when any public comments are to be communicated. The notice must be placed at or near the property line in the front yard so that it will be plainly visible from the street, and, in cases where a property has frontage on more than one street, an additional sign must be placed at or near the property line on any additional street frontage so that the sign will be plainly visible from the street on which it has such additional frontage.

D. Public Hearing. If the Board determines, in its sole discretion, that the application for a Certificate of Appropriateness is substantial in character, the Board may hold a public hearing prior to rendering a decision. Notice of the public hearing shall be published in a newspaper of general circulation in the Village at least 10 calendar days prior to the public hearing date. The notice shall specify the time and place of the public hearing, a brief description of the proposal, and the location where the proposal may be reviewed prior to the hearing. The property owner and any interested party may present testimony or documentary evidence regarding the proposal at the hearing, which will become a part of the record. The record may also contain staff reports, public comments, and other evidence offered outside of the hearing, but presented by the hearing date. If a public hearing is not held, written comments and all other materials may be submitted to the Board prior to a decision being rendered.

E. Decisions. The Board may approve, approve with modifications and/or conditions, or deny an application for a Certificate of Appropriateness. The Board has the authority to impose modifications and/or conditions to the maximum extent permitted by law. All decisions of the Board shall be in writing. A copy shall be sent to the applicant by mail, and a copy filed with the (Building Inspector) and Village Clerk for public inspection. The Board's decision shall state the reasons for approving, approving with modifications and/or conditions, or denying any application.

F. Durational Limitation. Certificates of Appropriateness shall expire after one (1) year if work has not commenced in furtherance thereof.

§ 211-8 Alteration/New Construction Hardship Relief Process and Criteria

A. An applicant whose Certificate of Appropriateness for a proposed alteration or new construction of a property has been denied may apply for relief on the ground of economic hardship.

B. Consultation Required. As promptly as is practicable after receiving an application for hardship relief as provided in this local law, the Board, with the aid of such experts as it deems necessary, shall, in consultation with the applicant, endeavor to develop a plan whereby the properties may be preserved and perpetuated in such manner as to effectuate the purpose of this local law, and also rendered capable of earning a reasonable return. The applicant shall consult in good faith with the Board, local preservation groups, and other interested parties in a diligent effort to seek an alternative that will result in preservation of the property. The consulting parties may include interested purchasers, as well as preservation and other interested organizations, public agencies, developers, real estate agents and individuals who may be instrumental in developing an economically feasible solution.

C. Application Contents. An application hereunder must contain an environmental assessment form and, at a minimum, the following information:

(1) Current level of economic return;

(2) Amount paid for the property, date of purchase, party from whom purchased, and relationship between the owner of record, the applicant, and person from whom property was purchased;

(3) Annual gross and net income from the property for the previous three years; itemized operating and maintenance expenses for the previous three years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

(4) Remaining balance on the mortgage or other financing secured by the property and annual debt-service, if any, during the prior three years;

(5) Real estate taxes for the previous four years and assessed value of the property according to the two most recent assessed valuations;

(6) All appraisals obtained within the last two years by the owner or applicant in connection with the purchase, financing, or ownership of the property;

(7) Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other;

(8) Any state or federal income tax returns relating to the property for the last two years;

(9) Any listing of property for sale or rent, price asked, and offers received, if any, within the previous two years, including testimony and relevant documents regarding: (a) any real estate broker or firm engaged to sell or lease the property, (b) reasonableness of price or rent sought by the applicant, or (c) any advertisements placed for the sale, or rent of the property;

(10) Feasibility of alternative uses for the property that could earn a reasonable economic return;

(11) Report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any buildings on the property and their suitability for rehabilitation;

(12) Cost estimates for the proposed construction, alteration, demolition, or removal, and an estimate of any additional cost that would be incurred to comply with the requirements for a certificate of appropriateness;

(13) Estimated fair market value of the property: (a) in its current condition; and (b) after renovation of the existing property for continued use;

(14) Expert testimony or opinion on the feasibility of rehabilitation or reuse of the existing structure by an architect, developer, real estate consultant, appraiser, and/or other real estate professional experienced in historic properties and rehabilitation;

(15) Any evidence of self-created hardship through deliberate neglect or inadequate maintenance of the property; and

(16) Economic incentives and/or funding available to the applicant through federal, state, city, or private programs.

D. In order to prove the existence of economic hardship related to a proposed alteration or new construction, the applicant shall establish the following factors:

(1) The applicant cannot realize a reasonable return if compliance with the Board's decision is required, provided, however, that the lack of reasonable return is proven by the applicant to be substantial as demonstrated by competent financial evidence;

(2) That the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood;

(3) That the requested relief, if granted, will not alter the essential character of the neighborhood;

(4) That the alleged hardship has not been self-created;

(5) The character of the request is the minimum necessary to achieve reasonable relief from the alleged hardship; and

(6) The feasibility of a plan developed pursuant to subparagraph B.

E. Public Hearing Required. Following the submission of a complete application for hardship relief, the Board shall schedule a public hearing on ten (10) days public notice.

F. Decision. If the Board finds that the applicant's burden of proof has not been met, the Board shall deny the application for a hardship relief. If the Board finds that the applicant's burden of proof has been met, the Board shall issue a determination granting the hardship relief and shall issue a Certificate of Hardship. The parameters of the hardship relief, and any modifications and/or conditions imposed, shall be set forth in writing.

§ 211-9 Demolition Prohibited. Demolition, removal, or relocation of a building or structure in the Village is prohibited without a Certificate of Approval.

§ 211-10 Certificate of Approval Application Procedures and Criteria.

A. Demolition, removal or relocation of a building or structure in the Village shall be allowed only upon the issuance of a Certificate of Approval by the Board. A Certificate of Approval requires a showing of hardship as established pursuant to Section 211-8, unless the Building Inspector, upon due deliberation has made an express written finding that the structure presents an imminent threat to the public health, safety and welfare.

B. An application for a Certificate of Approval shall following the substantive and procedural requirements established under Section 211-8, except as follows:

(1) Any application for Certificate of Approval for demolition, removal, or relocation is hereby classified as a Type I action under SEQRA, pursuant to 6 N.Y.C.R.R. § 617.4(a)(2).

(2) An application for a Certificate of Approval may be approved only after the Certificate of Appropriateness is approved for the replacement structure or structures.

§ 211-11 Affirmative Maintenance and Repair Requirement.

A. Ordinary maintenance; repair.

(1) Nothing in this local law shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature that does not involve a change in design, building materials, color, or outward appearance.

(2) The Board shall evaluate and decide, without public hearing, whether or not proposed work constitutes ordinary maintenance and repair or requires a Certificate of Appropriateness.

B. No owner or person with an interest in real property shall permit the property to fall into a serious state of disrepair. Maintenance shall be required consistent with the Property Maintenance Code of New York State Uniform Fire Prevention and Building Code and all other applicable local regulations.

C. Every owner or person in charge of a structure in the Village shall keep in good repair:

(1) All of the exterior portions of such improvement; and

(2) All interior portions thereof which, if not so maintained, may cause or tend to cause the exterior portions of such improvement to deteriorate, decay or become damaged or otherwise to fall into a serious state of disrepair. Examples of types of prohibited disrepair include, but are not limited to:

(a) Deteriorated or crumbling exterior plasters, mortar or facades;

(b) Deteriorated or inadequate foundation;

(c) Defective or deteriorated flooring or floor supports or any structural floor members of insufficient size to carry imposed loads with safety;

(d) Deteriorated walls or other vertical structural supports that split, lean, list or buckle due to defective material or deterioration;

(e) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration or are of insufficient size to carry imposed loads;

(f) Ineffective or inadequate waterproofing of exterior walls, exterior chimneys, roofs, foundations or floors, including windows or doors, which may cause or tend to cause deterioration, decay or damage;

(g) Defective or insufficient weather protection for roofs, foundation or exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering, which may cause or tend to cause deterioration, decay or damage;

(h) Fireplaces or chimneys which list, bulge or settle due to defective material or deterioration or are of insufficient size or strength to carry imposed loads with safety;

(i) Any fault or defect in the building or structure which renders it not properly watertight or otherwise compromises the life and character of the building or structure.

§ 211-12 Enforcement and Violations; Penalties

A. All work performed pursuant to a Certificate of Appropriateness issued under this local law shall conform to the requirements expressly stated in the certificate. It shall be the duty of the Building Inspector to periodically inspect any such work to assure compliance with the certificate and all applicable laws. In the event any requirement included in the certificate of appropriateness has not been met, or upon notification of that fact by the Board, the Building Inspector shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

B. Any owner or person in charge of a property who demolishes, alters, constructs, or permits a designated property to fall into a state of disrepair in violation of this local law in the absence of a Certificate of Appropriateness, a Certificate of Hardship, or other approval by the Board, may be required by the Village Board of Trustees to restore the property and its site to its appearance prior to the violation.

C. If, in the judgment of the Board, a violation of this local law exists that will result in a detrimental effect upon the life and character of a building or structure in the Village, the Board shall notify the Building Inspector. If, upon investigation, the building inspector finds non-compliance with the requirements of the Property Maintenance Code of the New York State Fire Prevention and Building Code, or any other applicable law or regulation, including this chapter, the Building Inspector shall order such remedies as are necessary and consistent with this local law and shall provide written notice thereof to the secretary of the Board.

D. Penalties. A violation of any provision of this chapter shall be an offense, punishable by a fine of up to $2,000 and imprisonment for up to fifteen (15) days, or both. Each day's continued violation of this chapter shall constitute a separate additional offense. In addition to any penalties imposed under this chapter, continued violations of this chapter shall be punishable in any other manner provided under other local regulations, and state and federal law.

E. Injunction. The Village Board of Trustees may authorize the commencement of an action in Supreme Court, Monroe County to enforce any provision of this chapter. Any such enforcement action shall be in addition to, and not in lieu of, any other enforcement mechanism available at law or equity.

Section 2. Article XIV of Chapter 210 of the Village of Pittsford Code, entitled Historic District/Architectural and Preservation Review Board, is hereby deleted in its entirety. Article XIV shall be reserved for future use, so indicated in the Village of Pittsford Code as follows: [RESERVED].

Section 3. Chapter 9, Article I, § 9-2 of the Village of Pittsford Code is hereby amended by deleting "ARCHITECTURAL AND PRESERVATION REVIEW BOARD The Architectural and Preservation Review Board of the Village of Pittsford, as established by § 210-59 of the Code of the Village of Pittsford" and replacing it with "HISTORIC PRESERVATION REVIEW BOARD The Historic Review Board of the Village of Pittsford, as established by Chapter 211 of the Village of Pittsford Code."

Section 4. Chapter 9, Article I is hereby amended to replace "Architectural and Preservation Review Board" with "Historic Preservation Review Board," including in Article I's title.

Section 5. Severability. If any section, subsection, subdivision, paragraph, clause or phrase in this local law, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this local law, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this local law, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 6. This Local Law is effective upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.

Village Board Meeting
November 11, 2018

Meeting Items
Agenda Item 4

RGE - License Agreement

Village Board Meeting
November 13, 2018

Meeting Items
Agenda Item 5

Member Items

Village Board Meeting
November 13, 2018

Department Reports

Village Attorney

Village Board Meeting
November 13, 2018

Department Reports

DPW Report

Village Board Meeting
November 13, 2018

Department Reports

Building Inspector Report

Village Board Meeting
November 13, 2018

Department Report

Treasurers / Village Clerk Report

- Bill Pay
- Monroe County Tax Levy
- 2019 Meeting Dates
- December 4, 2018 Code Meeting Change

TREASURER'S REPORT

Submitted by
Mary Marowski

11/13/18

- **Vouchers for approval – Abstract #8**

• General Fund (#316-#357):	$133,670.69
• Sewer Fund (#345):	$ 79.58
Total Vouchers for Approval:	$133,750.27

CERTIFICATE OF VILLAGE SURRENDER

FISCAL YEAR: **2018-2019**

VILLAGE NAME: PITTSFORD VILLAGE SWIS CD: 264601

UNPAID VILLAGE TAX	ACCUMULATED INTEREST	RETURNED AMOUNT
$7,436.92	**$594.97**	**$8,031.89**

The surrender of unpaid village taxes is due to the County on or before **NOVEMBER 7**.

Each board member must sign this document. Mail surrender to:

Kevin Tubiolo
Monroe County Treasury
39 W. Main St., Room B-2
Rochester, NY 14614

Phone: 753-1168 - Fax: 753-1166
e-mail: ktubiolo@monroecounty.gov

The account of unpaid taxes, including interest through October 31, has been so compared and found to be correct. The total amount of the unpaid tax, including accumulated interest is: $ 8,031.89.

SIGNED	DATE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VILLAGE UNPAID TAX DETAIL FISCAL YEAR: 2018-2019

VILLAGE SWIS CODE: 264601 VILLAGE NAME: Village of Pittsford

Owner Name	Property Address	SWIS Code	Account No.	Village Tax	Interest	Ret'd Amt
AA Farms LLC	15 Line Street	264601	151.18-1-10	$534.85	$42.79	$577.64
Borshoff, Thomas N	15 Washington Road	264601	151.18-2-7	$396.64	$31.73	$428.37
Allen, Yvonne	43 Monroe Avenue	264601	151.18-3-58	$1,099.54	$87.96	$1,187.50
O'Neill, Jessica	63 State Street	264601	164.05-1-15	$753.57	$60.29	$813.86
Berlet, Jessica M	17 Lincoln Avenue	264601	164.06-1-29	$1,128.72	$90.30	$1,219.02
Mc Grath Nancy	4 East Jefferson Road	264601	164.06-2-57	$720.32	$57.63	$777.95
Richmond, Michael W	6 East Jefferson Road	264601	164.06-2-58	$758.19	$60.66	$818.85
Schaefer, Glenn F	21 West Jefferson Road	264601	164.06-2-88	$532.89	$42.63	$575.52
Montogomery, John K	6 Maple Street	264601	164.06-3-38	$758.19	$60.66	$818.85
Bennett, Laurie A	10 Maple Street	264601	164-06-3-40	$754.01	$60.32	$814.33

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***Page Tota	$7,436.92	$594.97	$8,031.89
** Grand Total **	$7,436.92	$594.97	$8,031.89

VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827

Village Hall ca 1855 (remodeled 1937)

VILLAGE OF PITTSFORD BOARD OF TRUSTEES
2019 MEETING DATES

Meeting Date	Agenda Deadline Date
January 8	December 31
January 22	January 14
February 12	February 4
February 26	February 18
March 12	March 4
March 26	March 18
April 9	April 1
April 23	April 15
May 14	May 6
May 28	May 20
June 11	June 3
July 9	July 1
August 13	August 5
September 10	September 2
September 24	September 16
October 8	September 30
October 22	October 14
November 12	November 4
December 10	December 2

Meetings are generally scheduled for 7 PM on the 2nd and 4th Tuesday of the month unless otherwise noted. This schedule is tentative and subject to change at the discretion of the Board of Trustees. Please have agenda items submitted by noon on the deadline date.

Phone 585-586-4332 • Fax 585-586-4597 • E-mail villageofpittsford.com

www.villageofpittsford.com • 21 North Main Street • Pittsford, New York 14534

November 13, 2018

Department Reports

Minutes

1. Village Board Minutes – 10/11/18
2. Village Board Minutes – Code Review 10/16/18