

VILLAGE OF PITTSFORD

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Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Meeting February 24, 2022, 6:30 PM

Tentative Agenda

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

Department Reports

- Village Attorney
- Treasurer's / Village Clerk Report

Meeting Items

1. Cannabis Referendum follow up
2. RGE Update
3. Awarding of the 2022 Flower Bid
4. Setting Public Hearing for the Best Value Law
5. NYS Legislation related to ADU and Home Rule
6. Budget Meeting Update
7. Approval for Mayor Plummer to attend the Canal Society Winter Symposium

Member Items

Public Comment

Next Scheduled Meeting –Regular Meeting March 10, 2022

*Subject to Change Without Notice

Village Board Meeting
Meeting Items

Department Report

Village Attorney Report

Village Board Meeting Meeting Items

Department Report

Treasurer's Report / Clerks Report

1. Bill Pay
2. Sales Tax Update
3. Budget Transfer
4. Integrated Services -Professional Service Agreement

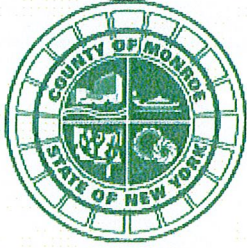
TREASURER'S REPORT

Submitted by

Brooklyn Thomas

02/24/2022

- Vouchers for approval – Abstract #20
 - General Fund (467-504) \$24,966.50
 - Sewer Fund
 - **Total Vouchers for Approval: \$24,966.50**



Office of the Controller
Monroe County, New York

COPY

Adam Bello
County Executive

Jennifer Cesario
Controller

February 15, 2022

The Honorable Alysa Plummer, Mayor
Village of Pittsford
21 North Main Street
Pittsford, NY 14534

Subject: Monroe County Sales Tax Distribution for Fourth Quarter 2021

Dear Ms. Plummer:

Your village's share of the Fourth Quarter 2021 sales tax receipts is \$172,264.62. This compares to \$143,924.57 distributed for the same quarter in 2020.

A copy of this letter has been sent to your Village Treasurer. The payment for this quarter representing your village's distribution has been made via ACH transfer.

Please note, if the New York State Taxation and Finance Department, through its auditing process, uncovers any discrepancies with this quarter's reported amount, the figures may be adjusted thereby affecting future quarterly reporting periods.

If you have any questions, feel free to contact me at (585) 753-1157.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Cesario". The signature is written in a cursive style.

Jennifer Cesario
Controller

xc: Village Treasurer, Village of Pittsford



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for **Engineering Services and Software Development**. It includes Network and System troubleshooting, programming, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include Server Implementations, Network Design and Engineering, and at client request. Propagation, other studies and outside supporting material costs can be billed to the PSA at a dollar value cost of the item as it converts in units (e.g. a \$750.00 cost for census data would be billed to the PSA at 10 hours, if a minimum of 100 hour contract was purchased). Integrated Systems will not undertake any such costs, without the client's prior consent.

Professional Service Agreement Terms:

Payment in full is due before any project/support is started.

Purchase of Professional Service Agreements are nonrefundable.

Clients with **PSA** receive priority telephone response time over non-PSA clients.

Banked Unused Time **does not** expire

(average response time: less than 1 hour)

Clients with **PSA** receive priority on-site response time for troubleshooting & technical support over non-PSA clients.

Clients with **PSA** have the option to have updates delivered via modem; mail; or on-site delivery.

Travel time is billed as straight time

Weekend/Overtime hours will be billed at 2 X regular rate

Modem/Phone charges are the responsibility of the client and are always billable.

Engineer's time is billable when:

- Working on additions/updates to programs / integration/ research
- Travel time between office and customer's location
- Time involved in gathering information for projects
- For support covering overnight staff, lodging, meals billed at \$150.00 per day.
- No extra charges for ground travel, flight costs are billed to the customer.

Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The client's remedies are limited to Integrated Systems obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The

client assumes all risk for loss or damage to the client equipment and data files except as specified herein. **EXCLUSIVE REMEDY:** Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage, or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this agreement or the equipment in any respect, its liability shall be limited to and not exceed the aggregate amount of fees actually paid under this agreement by the client to Integrated Systems. Such liquidated damages are the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions is to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum not to exceed the total value of this contract. If client desires additional liability coverage, it shall be the client's responsibility to secure it from an insurance carrier or other agency of their choice, at their own expense.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney's fees incurred by Integrated Systems in collecting amounts owed under this provision.

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 165.00		None
A	10	\$ 105.00	\$ 1050.00	\$ 600.00
B	25	\$ 100.00	\$ 2500.00	\$ 1625.00
C	50	\$ 95.00	\$ 4750.00	\$ 3500.00
D	100+	\$ 85.00	\$ 8500.00+	\$ 8000.00+

Contract Selected: _____

I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Client: _____

Address: _____

Client Signature: _____

Date: _____

Integrated Systems Signature: _____

Date: _____

Village Board Meeting

Meeting Items
Agenda Item 1

Cannabis Referendum follow up

Village Board Meeting

Meeting Items
Agenda Item 2

RGE Update

Village Board Meeting

Meeting Items
Agenda Item 3

Awarding of the 2022 Flower Bid

From: "Bbunds Schuh (bbunds Schuh@aol.com)" <bbunds Schuh@aol.com>
To: "slhota@villageofpittsford.com" <slhota@villageofpittsford.com>
Cc: "sziakas@villageofpittsford.com" <sziakas@villageofpittsford.com>, "elmadden48@gmail.com" <elmadden48@gmail.com>
Date: 02/03/2022 11:44 AM
Subject: Re: Pittsford Village Summer Flowers - new information

Hi Susan:

For the additional hanging baskets (120) and 4 Window boxes minus the Patio Pots and Super Patio Pots the total is \$6010.00.

If you remove the four window boxes the price is \$5690.00.

Regards

Bob Bundschuh

-----Original Message-----

From: Susan Lhota <slhota@villageofpittsford.com>
To: bbunds Schuh@aol.com
Cc: sziakas@villageofpittsford.com
Sent: Tue, Feb 1, 2022 2:43 pm
Subject: Pittsford Village Summer Flowers - new information

Hello Bob,

Thanks for your last reply.

In the meantime, our inventory has been updated, which may affect your estimate.

1. 120 baskets will be hung. We have 90 on hand, so an additional 30 will be needed.
2. 60 coco liners are on hand, so 60 replacements will be needed.
3. 120 Plastic liners will be needed.

We are not sure about re-using the large urns at this time.

Thanks very much. We look forward to receiving your revised bid – if necessary.

Susan Lhota

Village Board Meeting

Meeting Items
Agenda Item 4

Setting Public Hearing for the Best Value Law

Local Law No. _____ of the year 2022

Village of Pittsford, County of Monroe

A local law adopted pursuant to § 103 of the General Municipal Law of the State of New York providing for a Best Value Bidding Procedure for the Village of Pittsford.

Chapter 72

BEST VALUE BIDDING PROCEDURE

§ 72-1 **Best value bidding procedure.**

§ 72-2 **Legislative purpose and authorization.**

§ 72-3 **Best value standard.**

§ 72-1 Best value bidding procedure.

This chapter shall be known as “the Best Value Bidding Procedure of the Village of Pittsford.”

§ 72-2 Legislative purpose and authorization.

New York General Municipal Law § 103(1) allows the Village to authorize, by local law, the award of certain purchase contracts (including contracts for services) subject to competitive bidding under General Municipal Law § 103 on the basis of “best value”, as defined in § 163 of the New York State Finance Law. The purpose and intent of this chapter is to allow the Village to exercise and implement this bidding option.

§ 72-3 Best value standard.

- A. The Village hereby authorizes the use of the best value standard as part of the Village’s procurement policies. All bid offerings advertised by the Village for the purchase of goods and services that otherwise meet the criteria of state law and the Village’s procurement policy may be issued on the best value standard at the discretion of the Village Board of Trustees. When the best value standard is to be used, the bid advertisement shall provide all prospective bidders with the advanced notice that the contract

shall be awarded on the basis of best value rather than lowest responsible bidder.

- B. “Best value” shall have the meaning as provided in New York State Finance Law § 163, as amended from time to time.
- C. This provision shall not apply to purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option.
- D. The standards, thresholds and procedures for awarding a contract on the basis of best value shall be set forth in the Village Procurement Policy, as enacted and amended by the Village Board of Trustees, and shall reflect current state law where applicable.

Severability.

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstances is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

**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 Thursday, March 24, 2022, at 7:00 p.m. at 21 North Main Street, Pittsford, New York to consider the amendment of Chapter 105 of the Code of the Village of Pittsford, New York. If the meeting is unable to be held due to the Coronavirus pandemic it will be held on Thursday, March 24, 2022, at 7:15 PM per video conferencing link identified.

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

The meeting will be made available for the public to view and hear thru video conferencing link.

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

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

Village Board Meeting

Meeting Items
Agenda Item 5

NYS Legislation related to ADU and Home Rule



Memorandum In Opposition

A.9006/S.8006 – ELFA, Part AA – Accessory Dwelling Units

A.9006/S.8006 – ELFA, Part EE – Transit Oriented Development

As part of the FY 2023 Executive Budget, Governor Hochul has proposed amending State law to impose a statewide land use mandate requiring every city, village and town to authorize the creation of at least one Accessory Dwelling Unit (ADU) per residential lot and provide standards for structural requirements for ADUs that do not “unreasonably restrict the creation” of ADUs. Furthermore, the ability for a local government to impose parking requirements for ADUs would be severely restricted by this new State mandate.

In addition to the ADU proposal, the Governor’s proposed budget would impose a uniform Transit Oriented Development (TOD) mandate by requiring cities, villages, and towns to permit development of at least 25 dwelling units per acre on any residentially zoned (or un-zoned) land located within one-half mile of (1) any New Jersey Transit, MTA, Metro-North, or Port Authority rail station located between one-half mile and 60 miles from New York City, (2) any bus stop or station with designated parking for riders located between one-half mile and 60 miles from New York City, and (3) any Long Island Railroad station not located within New York City. Cities, villages, and towns would not be permitted to enact regulations that “effectively prevent” the development of 25 dwelling units per acre. Moreover, cities, villages, and towns would be required to amend their comprehensive plans and local land use regulations to conform to this density requirement.

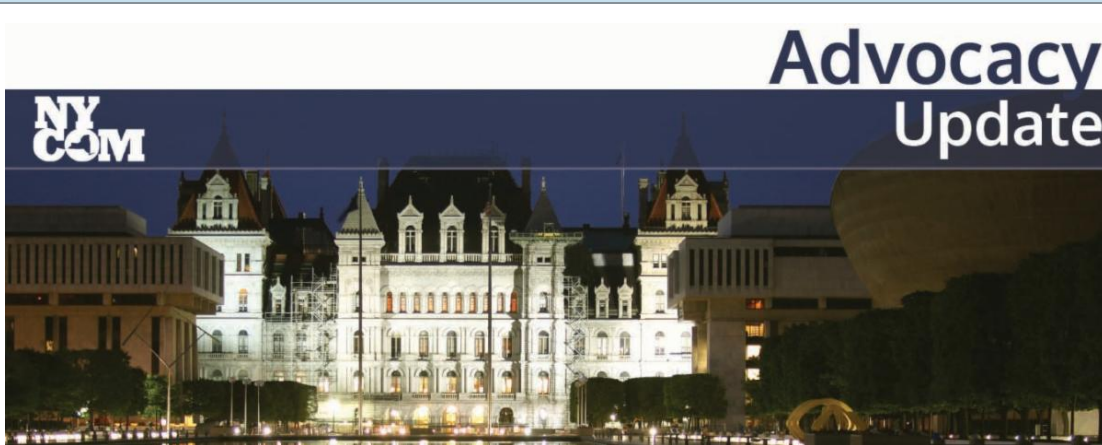
These blunt, one-sizes-fits-all land use mandates – which are not germane to the State Budget-making process – would be the first of their kind in New York and in direct contravention to the State’s long-held approach of locally determined land use planning. Any erosion of home rule zoning powers are likely to result in disjointed development that is out of character with a community’s desires, would generate significant local opposition, and would certainly result in legal challenges to ADU and TOD projects. Universal ADU and TOD standards are likely to have significant, costly impacts that would negate the bill’s underlying intent to expand housing options. Forcing these standards on already established communities without taking into consideration the myriad impacts such abrupt and massive changes would have on the municipality is likely to result in incongruous development, harmful to the community at large. ADU and TOD regulations imposed from the State Capitol will substantially strain municipal services and infrastructure, including streets, sidewalks, and water and sewer systems.

State efforts to foster the use of ADUs and TODs will only be successful if undertaken in conjunction with New York’s established home rule laws and local land use planning process. Local government officials dedicate significant resources to planning for demographic changes that will impact the services provided to their communities. These proposed ADU and TOD mandates are substantial and would likely increase residential units by orders of magnitude beyond what municipalities are planning for and prepared to accommodate.

A better approach to foster appropriate and successful implementation of ADU and TOD policies would be for the State to facilitate informed local decision-making, including draft model regulations, analysis of the impacts of adopting such policies, training for local land use officials, and State funding to implement such development. The ADU and TOD proposals advanced in the Governor’s Executive Budget fail to do any of this and, instead, impose a top-down mandate that ignores New York’s sacrosanct tradition of community-based land use decisions.

For all of the aforementioned reasons, NYCOM strongly opposes these proposals and urges the Senate and Assembly to exclude them from the 2022-23 State Budget.

From: NYCOM <lisa@nycom.ccsend.com> on behalf of NYCOM (barbara@nycom.org) <barbara@nycom.org>
Sent: Friday, February 18, 2022 10:38 AM
To: villageclerk@villageofpittsford.com
Subject: Governor Hochul Removes Local Land Use Mandates from the Executive Budget



**Governor Hochul Removes Local Land Use Mandates
from the Executive Budget**
February 18, 2022

In response to the urging of NYCOM and many of our member municipalities, we are pleased to inform you that Governor Hochul has announced her decision to remove the proposed land use mandates that were included in the initial Executive Budget for 2022-23. The 30-day budget amendments were released this morning and they remove the statewide requirement to provide for the creation of accessory dwelling units (ADUs), focusing instead on an authorization for New York City to establish a program to legalize pre-existing ADUs, including providing for amnesty. The amendments also remove the proposal to mandate Transit Oriented Development at rail and bus stations within 60 miles of New York City.

"Since my days in local government, I have believed strongly in the importance of consensus-building and listening to communities and my fellow policymakers," Governor Hochul said in a statement released last night. "I have heard real concerns about the proposed approach on accessory dwelling units. So I am submitting a 30-day amendment to my budget legislation that removes requirements on localities in order to facilitate a conversation about how we build consensus around solutions."

NYCOM applauds Governor Hochul for hearing the concerns of city and village officials and responding accordingly. While these proposed mandates are no

longer part of the state budget negotiations, based on the Governor's comments, we do expect that there will be further discussions on this issue. Additionally, there remains a stand-alone bill (S.4547-A Harckham/A.4854-A Epstein) that, if enacted, would mandate ADUs. It is worth noting that Senator Harckham, in response to news of the Governor stripping her budget of the ADU mandate, acknowledged that any proposals relating to ADUs will need to be more amenable to local governments. "I will continue to engage with stakeholders and work to settle all concerns with this legislation," Harckham said in a statement. "It is important that we keep driving a conversation, however, on affordable housing for our workforce and equitable treatment for our residents."

NYCOM will continue to closely monitor this issue in order to ensure that local land use and zoning rights are preserved and protected.

New York State Conference of Mayors www.nycom.org
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NYCOM | 119 Washington Ave, Albany, NY 12210

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Sent by barbara@nycom.org powered by



Village Board Meeting

Meeting Items
Agenda Item 6

Budget Meeting Update

Village Board Meeting

Meeting Items
Agenda Item 7

Approval for Mayor Plummer to attend the Canal Society
Winter Symposium

THE CANAL SOCIETY OF NEW YORK STATE

Winter Symposium & Annual Meeting

SATURDAY, MARCH 5, 2022

ST. JOHN FISHER COLLEGE, 3690 EAST AVE., ROCHESTER, NY 14618

CLEARY AUDITORIUM IN KEARNY HALL

SEE ATTACHED MAPS

PLEASE REGISTER BY SENDING ATTACHED
REGISTRATION FORM AND CHECK TO:

BRUCE SCHWENDY, 25 PINE KNOLL DRIVE, ROCHESTER, NY 14624

YOU MUST REGISTER BY FRIDAY, FEBRUARY 25, 2022

Committee: R. Rosenberg-Naparsteck, T. Grasso, W. Miles, C. Williams,
D. Ward & B. Schwendy

Program

- 8:00 A.M. – 8:30 A.M. **Registration.** Coffee, Continental Breakfast
- 8:30 A.M. – 8:40 A.M. Welcoming Remarks
- 8:40 A.M. – 9:20 A.M. **Canal Society Collections and Accessibility**
Craig Williams, President, Canal Society of New York State
- 9:20 A.M. – 10:10 A.M. **The Albany Waterway: Allowing History to Influence Bold
New Ideas**
Len Tantillo, Architect and Artist
- 10:10 A.M. – 10:25 A.M. **Coffee Break**
- 10:25 A.M. – 11:05 A.M. **The Oswego Canal, Locks 0-6, 0-7, 0-8, Then and Now**
Greg Johnson, Practice Leader, Bergmann

- 11:05 A.M. – 11:35 A.M. **Keynote Address: A Year in Review and What's in Store for 2022**
Brian Stratton, Director, NYS Canal Corp., Albany, NY, Shane Mahar, Communications Strategy Manager, NYS Canal Corp.
- 11:35 A.M. – 12:25 P.M. **Lunch Break**
- 12:25 P.M. – 12:55 P.M. **It's Complicated: Tracing our Roots Along the Erie Canal**
Rebecca Hughes, Senior Director, Public Engagement, Canals, NYS Canal Corp.
- 12:55 P.M. - 1:25 P.M. **Canal Maintenance Projects, Western Region**
Brendan Simon, Western Regional Canal Engineer
- 1:25 P.M. – 1:40 P. M. **Coffee Break**
- 1:40 P.M. – 2:20 P.M. **Village of Medina, NY Local Waterfront Revitalization: Focus On The Erie Canal**
Mike Sidari, Mayor, Medina, Christopher Busch, Waterfront Development Committee, Medina, NY
- 2:20 P.M. – 3:00 P.M. **Family Life on and Along the Canal: The Way of Life From the Old Erie Canal to the NY Barge Canal**
Joe DiGiorgio, President of Canastota Canal Town Corporation
- 3:00 P.M. – 3:30 P.M. **CSNYS Annual Business Meeting and Announcements**
- **Annual Meeting-BOD Election. Dave Kinyon**
 - **Update from President Craig Williams**
 - **NYS 2022 Canal Conference, Rochester**
- 3:30 P.M. **Adjournment**

COVID PROTOCOLS

The covid situation this year requires a new set of protocols from St. John Fisher College and the Canal Society of New York State. Please look for covid or weather news on Facebook

Face coverings are required for all individuals on campus (including students, employees, and visitors) in public indoor spaces, regardless of vaccination status unless eating or drinking while seated. Your face covering must cover your nose and mouth.

Speakers will also be masked for their protection.

We apologize for this inconvenience. In order to manage an in person conference with the advantages of networking and meeting old friends these stipulations from St. John Fisher College are key to our success. We sincerely thank you for your help and compliance.