

VILLAGE OF PITTSFORD

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Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Meeting March 10, 2022, 6:30 PM

Tentative Agenda

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

Department Reports

- Building Inspector Report
- DPW Report
- Village Attorney
- Treasurer's / Village Clerk Report
- Minutes

Meeting Items

1. Mengel Metzger and Barr Proposal
2. Non-Municipal Use Permit
 - Corn Hill Waterfront & Navigation Foundation
 - Friends of Pittsford Community Library
 - Pittsford Crew
 - Pittsford Little League Parade
3. 75 Monroe Avenue – Escrow Agreement
4. Establishment of Sewer Reserve
5. Review of preexisting Village reserves
6. Covid Update
7. HPB Application

Member Items

Public Comment

Next Scheduled Meeting –Regular Meeting March 24, 2022

*Subject to Change Without Notice

Village Board Meeting

Department Reports

Building Inspector Report

Village Board Meeting

Department Reports

- DPW Report

Village Board Meeting

Department Reports

Village Attorney

Village Board Meeting

Department Report

Treasurers / Village Clerk Report

- Bill Pay
- Paychex upgrade

From: [Martino, Caity \(cmartino@paychex.com\)](mailto:cmartino@paychex.com)
To: [Dorothea](#)
Subject: Paychex Time and Attendance
Date: Thursday, February 24, 2022 10:33:03 AM
Attachments: [image003.png](#)

Hi Dorothea,

It was an absolute pleasure chatting with you! I have included the video link and pricing with discounts below for you to review.

To see a high-level overview of how the full version website works, click on flash demo: [Time and Attendance Clip](#)

-
Pricing:

\$128/month

One time implementation, training and setup fee: \$600

Your onetime training and implementation fee includes your one point of contact to help you design, customize and create your site. They will get all your policies and build it into the solution. You will be trained and walk you through a mock payroll as well as a real payroll to make sure you are comfortable with getting your information over to payroll. You will also have 100% customer support as long as you are with the program.

As I mentioned on the phone, I will be able to offer a payroll discount for you which would give you a monthly savings of approximately \$110/month, with this and the addition on Time and Attendance you would only have a net monthly increase to Paychex of about \$18/month.

Please do not hesitate to call or email me with any questions.

Thanks & make it a great day!

Caity Martino
Virtual Sales Consultant
Time and Attendance

Office: (585) 218-6989
cmartino@paychex.com

225 Kenneth Drive
Rochester, NY 14623



HR | Payroll | Benefits | Insurance

The Power of Simplicity

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Village Board Meeting

Meeting Items
Agenda Item 1

Mengel Metzger and Barr Proposal

Village Board Meeting

Meeting Items Agenda Item 2

Non-Municipal Use Permit

- Corn Hill Waterfront & Navigation Foundation
- Friends of Pittsford Community Library
- Pittsford Crew
- Pittsford Little League Parade

REC'D 2/23/22
AL



Village of Pittsford Non-Municipal Use Permit Application

Organization: Corn Hill Waterfront & Navigation Foundation

Event and Description: Sam Patch Boat (Erie Canal Seasonal Cruises)

Public, Private Charter, and Student/ Educational boat tours.

Cruises from the Village of Pittsford west to Corn Hill Landing in Rochester (passing through Lock 32), and east to the Village of Fairport.

Event Date(s): Daily, 5/12/2022 - 10/31/2022

Event Location: Departing from & returning to: 12 Schoen Place Pittsford, NY 14534

Parking Location: Public Parking Lot(s) in Schoen Place, Pittsford, NY 14534

Estimated Guest Count: variable

Organization Contact: Donna Fleming

Telephone: [REDACTED]

E-mail: [REDACTED]

Date Request Received: _____

Date Reviewed: _____ Approved Denied

Standard Conditions

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



Village of Pittsford Non-Municipal Use Permit Application

Organization: Pittsford Community Library, Inc.

Event and Description: Book Sales for March and June 2022

Event Date(s): March 24-26 and June 10-11

Event Location: 24 State Street

Parking Location: 24 State Street

Estimated Guest Count: 100

Organization Contact: Margaret Schenkel

Telephone: _____

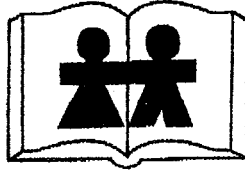
E-mail: _____

Date Request Received: _____

Date Reviewed: _____ Approved Denied

Standard Conditions

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



THE FRIENDS OF THE
PITTSFORD COMMUNITY LIBRARY, INC.

February 21, 2022

Mayor Alysa Plummer
Village of Pittsford
21 North Main Street
Pittsford, New York 14534

Dear Mayor Plummer,

The Friends of the Pittsford Community Library is in planning stages for 2 Book Sales throughout the spring. The first one will be March 24-26, followed by June 10-11 with a special kids/teen sale on Sunday, June 12th. These sales are not as big as the semi annual sales we had in previous years, but larger than the mini sales of the past two years during COVID. The committee will continue to work closely with Amanda Madigan to make sure all rules and regulations regarding Covid19 will be followed. The three mini sales we had in the fall and Candlelight Night proved to be very successful. We have found that our customers prefer the smaller sales and we will continue with them for now.

There will not be a banner or lawn signs like there have been for the large sales. The plan is to have a few signs (the same size as a lawn sign) around the village announcing a book sale, days, time and where. This saves on having new signs made for each sale. I would like to be able to put the signs out on Tuesday or Wednesday before the sale and take them down on Saturday night. Placement for the signs will be on the grass in front of the library, next to the wall coming into the library, by the driveway where the hot dog stand is and at the intersection of Main and Washington. We will do regular advertising for these sales since there is no limit on many customers we can accommodate.

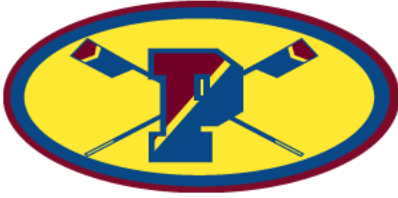
Please let me know if this plan is acceptable to the Village. We hope that by having these sales we can eliminate more of the 400+ boxes of books ready to sell and pave the way for continued donations.

Thank you for your cooperation in advance.

Sincerely,

Margaret Schenkel
Friends of the Pittsford Library

Cc: Amanda Madigan



PITTSFORD CREW

P.O. Box 331, Pittsford New York 14534

Boathouse #(585)381-9560 Email www.pittsfordcrew.org

February 16, 2022

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

Trustees,

We request that Pittsford Crew be issued a Non-Municipal Use Permit for this year's 2022 Pittsford Regatta, scheduled to run Saturday, May 28 and Sunday, May 29, 2022. Attached to this letter, please find a filled out Non-Municipal Permit Application filled out by Pittsford Crew for this event. A certificate of insurance naming the Village as an additional insured party will be provided for the dates of the event.

As we have done with all our prior regattas, we will work with the DPW managers to arrange the staging for this event. We will also contact the building owners from the adjoining office buildings to make sure that we meet their requirements.

Lastly, we anticipate that participating crew teams will arrive sometime on Friday, May 27 and may want to practice on the canal that afternoon.

If there is anything else that you require from Pittsford Crew, please feel free to contact me. Otherwise, we look forward to your response.

Very truly yours,

Jeff Wallace
Pittsford Crew, Regatta Director





Village of Pittsford Non-Municipal Use Permit Application

Organization: Pittsford Crew

Event and Description: Pittsford Crew will be hosting our 2022 Pittsford Regatta on Saturday May 28 and Sunday May 29, 2022 on and along the Erie Canal. Please see the attached letter for details.

Event Date(s): Saturday May 28 and Sunday May 29, 2022

Event Location: Along the Erie Canal (from PCrew Boathouse and along Schoen Place)

Parking Location: Spectators and participants will park in Schoen Place or in the Village

Estimated Guest Count: 500-700 rowers plus spectators

Organization Contact: Jeff Wallace

Telephone: [REDACTED]

E-mail: [REDACTED]

Date Request Received: _____

Date Reviewed: _____ Approved Denied

Standard Conditions

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/01/22

PRODUCER

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE #: 2320419-2022-4

2 32 04

INSURERS AFFORDING COVERAGE:

ADDITIONAL NAMED INSURED:

PITTSFORD LL
John Magats
63 Washington Rd
PITTSFORD, NY 14534

INSURER A:	Lexington Insurance Company
INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
INSURER C:	AIG Specialty Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
 * SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #34 OF THE MASTER D&O POLICY.
 ** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	X	GENERAL LIABILITY	011405744	01/01/2022	01/01/2023	EACH OCCURRENCE	\$3,000,000		
		X OCCURRENCE				GENERAL AGGREGATE	\$3,000,000		
		X INCL PARTICIPANTS				Property Damage Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$3,000,000
		X SEXUAL ABUSE						Sexual Abuse OCCURRENCE	\$1,000,000
								Sexual Abuse AGGREGATE	\$1,000,000
		MEDICAL PAYMENTS				Any One Person			
C	X	DIRECTORS & OFFICERS	018235622	01/01/2022	01/01/2023	EACH LOSS	\$1,000,000 *		
						AGGREGATE	\$1,000,000		
C	X	CYBER LIABILITY COVERAGE	017355170	01/01/2022	01/01/2023	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE		
						S&P SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY ** \$1,000 PER LEAGUE RETENTION	RETROACTIVE DATE	CONTINUITY DATE
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION	POLICY INCEPTION	POLICY INCEPTION				
	EM	EVENT MANAGEMENT INSURANCE				NOT APPLICABLE	POLICY INCEPTION		
A	X	CRIME COVERAGE	9472628	01/01/2022	01/01/2023	EACH LOSS	\$35,000		
			Crime Deductible: \$250 Property/\$1,000 Money		AGGREGATE	NONE			
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2022	01/01/2023	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess		

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:
 1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
 2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. Pittsford Central School District of Sport 2. Town of Pittsford 3. Village of Pittsford 4. Total Sports Experience 5. Dick's Sporting Goods House

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S.RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE

Village Board Meeting

Meeting Items
Agenda Item 3

75 Monroe Avenue – Escrow Agreement

PITTSFORD CANALSIDE PROPERTIES, LLC

301 EXCHANGE BOULEVARD
ROCHESTER, NEW YORK 14608

VILLAGE OF PITTSFORD
MAR 3 '22 AM 9:53

March 3, 2022

Village of Pittsford
21 North Main Street
Pittsford, NY 14534

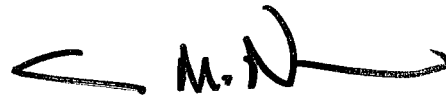
RE: Westport Crossing / 75 Monroe Avenue

Dear Village Clerk,

Enclosed please find a check, payable to the Village of Pittsford, in the amount of \$1,253.00 for payment in full of potentially outstanding consultant invoices. This amount represents the \$4,253.00 remaining balance (after waiver of interest by the Village Board), and less the \$3,000.00 reinstated escrow deposit from October 5, 2014 which remains on account with the Village.

If you have any questions please do not hesitate to contact me.

Sincerely,



Christian M. Nadler, Esq.

CC: Mayor Plummer
Acting PB Chair Lhota
Acting HPB Chair McBride
Dan Spitzer, Esq.
Mindy Zoghlin, Esq.
Jeff Turner, Esq.

PITTSFORD CANALSIDE PROPERTIES, LLC

301 EXCHANGE BOULEVARD
ROCHESTER, NEW YORK 14608

VILLAGE OF PITTSFORD
MAR 3 '22 AM 9:53

March 3, 2022

Village of Pittsford Planning Board
Attn: Acting Chair Susan Lhota
21 North Main Street
Pittsford, NY 14534

RE: Westport Crossing / 75 Monroe Avenue

Dear Acting Chair Lhota,

Enclosed please find the First Amendment to the Escrow Deposit Agreement for the Payment of Engineering and Legal Expenses, dated March 2, 2022 ("First Amendment") that has been signed by Christopher DiMarzo on behalf of Pittsford Canalside Properties LLC, as well as a check, payable to the Village of Pittsford, in the amount of \$29,100.00. This amount is to be held in escrow pursuant to the terms set forth in the Escrow Deposit Agreement, dated January 21, 2011 and this First Amendment.

We request that the Planning Board schedule a special meeting as soon as possible, and before the end of March 2022 at the latest, for the following two applications:

1. Amended Site Plan Application, submitted November 15, 2021
2. LWRP Determination of Consistency Application, referred to Planning Board on October 15, 2021.

We are confident that we have submitted *all* materials required for the Planning Board to render determinations on both of the above-referenced applications. Therefore, we request that the Planning Board obtain determinations of completeness from its engineering consultant for both in advance of the special meeting.

If you have any questions or if you need anything further please do not hesitate to contact me.

Sincerely,



Christian M. Nadler, Esq.
General Counsel

CC: Village Clerk
Dan Spitzer
Mindy Zoghlin

**FIRST AMENDMENT TO THE ESCROW DEPOSIT AGREEMENT FOR THE PAYMENT
OF ENGINEERING AND LEGAL EXPENSES**

This Amended Agreement dated March 3, 2022 by and between the **VILLAGE OF PITTSFORD**, a municipal corporation with its principal office located at 21 North Main Street, Pittsford, New York 14534 (the "Village") and **PITTSFORD CANALSIDE PROPERTIES LLC**, a New York limited liability company with offices located at 301 Exchange Boulevard, Rochester, New York 14608 (the "Applicant"). The Village and the Applicant are collectively referred to herein as the "Parties."

WHEREAS, as of January 21, 2011, the Parties entered into an Escrow Deposit Agreement to cover the costs of consultant review for certain Applications submitted to the Village for a mixed-use project at 75 Monroe Avenue in the Village (the "Applications") pursuant to the Village Code; and

WHEREAS, the Applicant has now submitted to the Village Planning and Zoning Board of Appeals (the "PZBA") a revised site plan application and Local Waterfront Revitalization Program application (collectively the "Revised PZBA Application"); and

WHEREAS, the revised PZBA Application consists of the documents leading to and comprising the previously considered final site plan and LWRP submission and the following documents:

1. Pittsford Canal Side properties letter to PZBA dated November 15, 2021 with:
 - a. Exhibit "A": Comparison of Approved Final Site Plan (11/11/14) to Amended Site Plan (11/11/21);
 - b. Application to Planning Board dated November 12, 2021 (2 pages);
 - c. BME Associates Plans last revised 11/12/2021 (consisting of cover sheet, sheets 2240-01.1F; 01-2F; 01.3F; 01.4F; 02F; 03F;04F; 05F; 06F; 07F; 09F; 10F; 11F; 12F; 13F; 16F; 19F; 20F; 21F; 22F; 22.1F; and 22.2F (there were no sheets labelled 08F; 14F; 15F, 17F; or 18F).
2. CJS Architects and Mark IV Enterprises 8-page submission to HPB dated November 2, 2021 consisting of:
 - a. Building 1 – North and South elevation dated 10/27/21;
 - b. Building 1 – East and West elevation dated 10/27/21;
 - c. Building 2 – North and South elevation dated 10/27/21;
 - d. Building 2 – East and West elevation dated 10/27/21;
 - e. Building 3 – North and South elevation dated 10/27/21;
 - f. Building 3 – East and West elevation dated 10/27/21;
 - g. Building 4 – North and South elevation dated 10/27/21;
 - h. Building 4 – East and West elevation dated 10/27/21;

CJS
2/2/22

- i. Building 5 – North and South elevation dated 10/27/21;
 - j. Building 5 – East and West elevation dated 10/27/21;
 - k. Building 6 – North and South elevation dated 10/27/21;
 - l. Building 6 – East and West elevation dated 10/27/21;
 - m. Building 7 – North and South elevation dated 10/27/21;
 - n. Building 7 – East and West elevation dated 10/27/21;
3. CJS Architects and Mark IV Enterprises 8-page submission of December 15, 2021 consisting of:
- a. Gable End/ Standing Seam Inspiration
 - b. Façade Material Transitions
 - c. North Elevation Building 1 vs. Building 6
 - d. North Elevation Building 2 vs. Building 5
 - e. North Elevation Building 3 vs. Building 4
 - f. Building 1 – Historical Precedents (North Elevation)
 - g. Building 1 – Historical Precedents (South Elevation)
 - h. Westport Crossing – Canal Elevations

and

WHEREAS, the Parties wish to amend the Escrow Agreement for the payment of the Village PZBA’s engineering and legal fees related to the Revised PZBA Application; and

WHEREAS, the Village has retained T.Y. Lin International to provide engineering services and The Zoghlin Group, PLLC to provide legal services to the PZBA related the Revised PZBA Application; and

WHEREAS, T.Y. Lin has provided a scope of services at a cost of \$24,100 and the Zoghlin firm has provided a scope of services at an estimated cost of \$5,000 in connection with the Revised PZBA Application (collectively the “Review Fees”).

NOW, THEREFORE, in consideration of the mutual promises herein, the Village and Applicant agree that the terms and conditions of this Amended Agreement are the following:

1. This Amendment Agreement shall be effective upon the latter of 1) execution by the Applicant, 2) deposit of funds into the escrow account as required by this Amended Agreement, 3) approval of this Amended Agreement by the Village Board of Trustees and execution by the Mayor, and 4) approval of the consultant fees by the PZBA pursuant to Village Code § 210.19.5(A). Pursuant to Village Code § 210.19.5(B), the Revised Application shall not be deemed complete until the escrow deposit required by this Amended Agreement has been made.

OK
3/2/22

2. Applicant shall deposit \$ 29,100 with the Village Clerk within ten days of the effective date of the Amended Agreement.
3. Applicant shall not be required to reimburse the Village for any legal or engineering fees associated with any litigation related to the Applications.
4. The professionals retained by the Village work for the Village and do not have any obligation or fiduciary relationship to the Applicant.
5. The services provided by the professionals subject to reimbursement hereunder shall be limited to those services reasonably necessary to assist the Village in the processing of the Revised Application in accordance with applicable law. The rates charged by the professionals shall not exceed those rates customary within the community for similar services.
6. Upon completion of said review and within a period of 45 days thereafter, the Board shall adopt a resolution specifying whether the escrow deposit amount specified was sufficient, excessive or insufficient. In the event that a respective Board should determine that said amount is excessive, then the balance shall be returned to the applicant within 60 days. In the event that the Board should determine that the escrow deposit was insufficient, it shall so specify and the applicant shall be required to make payment of such additional amount within 60 days. (See Village Code 210-19.5(C).
7. In the event PCP changes the Revised PZBA Application, it shall enter into a further Amended Escrow Agreement and pay an additional escrow.
8. In all other respects, the terms of the Escrow Deposit Agreement shall remain in force.

VILLAGE OF PITTSFORD

PITTSFORD CANALSIDE PROPERTIES LLC

By: _____

By: *Christopher DiMarto*

Print Name: Alysa Plummer, Mayor

Print Name: CHRISTOPHER DIMARTO

Title: MEMBER

CD
3/2/20

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, made as of this 21st day of January, 2011,
by and between:

PITTSFORD CANALSIDE PROPERTIES LLC, a New York limited liability company with offices at 301 Exchange Boulevard, Rochester, NY 14608

(hereafter "Applicant"); and

THE VILLAGE OF PITTSFORD, NEW YORK, a municipal corporation with offices at 21 North Main Street, Pittsford, NY 14534

(hereafter "Village");

WHEREAS, Applicant has applied to the Board of Trustees of the Village under Chapter 210, Article VA (§§ 210-19.1 – 210-19.5) of the Village Code for special permits authorizing use of property located at 75 Monroe Avenue for multi-family and restaurant purposes (the "Applications"); and

WHEREAS, the Board of Trustees has referred the Applications to the Planning Board and the Planning Board has referred the Applications to the Architectural Review Board for recommendations; and

WHEREAS, the Board of Trustees, the Planning Board and the Architectural Review Board (collectively the "Boards") have each secured (and may continue to secure) the services of engineering, architectural, historical, planning, technical and environmental consultants (collectively "Consultants") to enable said Boards to review the Applications; and

WHEREAS, under § 210-110 of the Village Code the Applicant is required to make an escrow deposit with the Village to be utilized to pay the fees of consultants retained for the purpose of assisting the Boards in reviewing the Applications; and

WHEREAS, the Village and the Applicant have agreed to the following procedures and payments in order to assure that the fees of the Consultants retained by the Boards will be paid for their services;

CPD
3/2/22

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto do agree as follows:

1. Each Consultant shall provide a written description of the scope of services to be rendered, together with a not-to-exceed amount for the cost of such services.
2. The scope of services to be rendered by each Consultant should be reviewed by the Village Attorney in order to provide assurance that the services are reasonably related to enabling the Boards to review the Applications.
3. The Village shall direct that each invoice submitted by a Consultant for services rendered to the Boards, or any of them, should contain an itemization of each and every billed work item that is performed with the date, specific description, duration, and the billing rate for each work item.
4. Upon receipt of an invoice from a Consultant for services rendered to the Boards, or any of them, the Village shall forward a copy of the invoice to the Applicant for review and approval.
5. In the event the Applicant has no objection to the invoice, the Applicant shall pay the invoice directly to the Consultant within thirty (30) days of receipt of a copy of the invoice from the Village.
6. In the event the Applicant objects to the invoice, or any portion thereof, said objection shall be provided in writing (or via e-mail) to the Village Clerk, with a copy to the Village Attorney, within ten (10) business days following receipt of a copy of the invoice from the Village. Any portion of an invoice to which the Applicant has no objection shall be paid directly to the Consultant within thirty (30) days of receipt of a copy of the invoice from the Village.
7. Any objection raised by the Applicant shall be reviewed by the appropriate Board and/or the Village Attorney and a decision shall be communicated to the Applicant.
8. Upon execution of this Agreement by the parties hereto, the Applicant agrees to deposit the sum of Three Thousand and No/100 Dollars (\$3,000.00) (hereafter the "Escrow Fund") with the Village Clerk to be held in escrow and used to pay any invoices: (a) to which the Applicant has not objected; and (b) which has not been paid by the Applicant within thirty (30) days of receipt of a copy of the invoice from the Village. In the event the Village uses any portion of the Escrow Fund to pay such invoices as provided above, the Applicant agrees to make an additional deposit with the Village Clerk such that the Escrow Fund contains Three Thousand and No/100 Dollars (\$3,000.00).
9. Any money remaining in the Escrow Fund shall be returned to the Applicant upon conclusion of the Application process.

10. This Agreement contains the entire agreement of the parties with respect to the matters described herein, and may only be changed by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and date first above written.

PITTSFORD CANALSIDE PROPERTIES LLC

BY *Christopher DiMarzio*
NAME: Christopher DiMarzio
TITLE: Member

THE VILLAGE OF PITTSFORD, N.Y.

BY *M. Gall*
NAME: Timothy A. Gall
TITLE: Deputy Mayor

CP
3/2/22

Village Board Meeting

Meeting Items
Agenda Item 4

Establishment of Sewer Reserve

**RESOLUTION OF THE VILLAGE OF PITTSFORD
BOARD OF TRUSTEES
CREATING A CATASTROPHIC SEWER SYSTEM
FAILURE RECONSTRUCTION CAPITAL RESERVE FUND**

WHEREAS, the Village of Pittsford has an aging sewer system with uncertain longevity and reliability; and

WHEREAS, the Village of Pittsford sewer system includes 3 syphons which run under the New York State Erie Canal; and

WHEREAS, the Village of Pittsford retains a large unreserved sewer fund the purpose of which, among other things, is the reconstruction of the Village sewer system in the event of a catastrophic failure; and

WHEREAS, best municipal practices support the establishment of a specific capital reserve fund for the purpose of reconstruction of the Village of Pittsford sewer system in the event of a catastrophic failure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby creates the Catastrophic Sewer System Failure Reconstruction Capital Reserve Fund; and

BE IT FURTHER RESOLVED, that pursuant to Section 6-c of the General Municipal Law, as amended, there is hereby established a capital reserve fund to be known as the "Catastrophic Sewer System Failure Reconstruction Fund" (hereinafter "Reserve Fund"). The purpose of this Reserve Fund is to accumulate moneys to finance the cost of reconstruction required by a catastrophic sewer system failure in the Village of Pittsford. The estimated maximum cost of such capital improvement is \$300,000.00; and

BE IT FURTHER RESOLVED, that the chief fiscal officer is hereby directed to deposit and secure the moneys of this Reserve Fund in the manner provided by Section 10 of the General Municipal Law. The Board of Trustees of the Village of Pittsford may invest the moneys consistent with the investment policy of the Village of Pittsford. Any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the Reserve Fund. The chief fiscal officer shall account for the Reserve Fund in a manner which maintains the separate identity of the Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the Board a detailed report of the operation and condition of the Reserve Fund; and

BE IT FURTHER RESOLVED, that except as otherwise provided by law, expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without the approval of this governing board and such additional actions or proceedings as may be required by Section 6-c of the General Municipal Law and any other law; and

BE IT FURTHER RESOLVED, that this resolution is subject to permissive referendum pursuant to subdivision 4 of Section 6-c of the General Municipal Law.

A motion to adopt the foregoing was made by _____ and seconded by _____, and upon a roll call vote of the Board was duly adopted as follows:

Mayor Plummer	Yay_____	Nay_____
Trustee Stetzer	Yay_____	Nay_____
Trustee Lanphear	Yay_____	Nay_____
Trustee Keating	Yay_____	Nay_____
Trustee Leitgeb	Yay_____	Nay_____

Certification:

I, Dorothea M. Ciccarelli, the duly qualified and acting Clerk of the Village of Pittsford, New York, do hereby certify that the following motion was made on the _____ day of _____, 2022, has not been altered, amended or revoked and is in full force and effect.

Dorothea M. Ciccarelli, RMC, CMFO
Village Clerk
Village of Pittsford, New York

Village Board Meeting

Meeting Items
Agenda Item 6

Covid Update

Village Board Meeting

Meeting Items
Agenda Item 7

HPB Application