

VILLAGE OF PITTSFORD

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Village of Pittsford Board of Trustees Regular Meeting May 11, 2023, 6:30 PM

Tentative Agenda

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

Meeting Items

1. Eagle Scout Projects
2. GPI Contract
3. Public Hearing – 7 PM
 - Special Permit – 50 State Street, Label 7
 - Local Law - Parking Changes
4. Green Infrastructure RFP
5. Village Hall Infrastructure update

Department Reports

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

Member Items

Public Comment

*The next Scheduled Regular Meeting is May 23, 2023, and is Subject to Change Without Notice**

Village Board Meeting

Meeting Items
Agenda Item 1

Eagle Scout Projects

Village Board Meeting

Meeting Items
Agenda Item 2

GPI Contract

May 10, 2023

Dorothea Ciccarelli, Village Clerk
Village of Pittsford
21 North Main Street
Pittsford, NY 14534

**RE: Engineering Services for Sidewalk, Ramp, and Street Improvements – Revised Services (2)
South Street, Wood Street, and Sutherland Street
Village of Pittsford, NY**

Dear Ms. Ciccarelli,

As agreed, upon at last week's meeting relative to this project, the Village would like to proceed with this project in the following manner: combining the design efforts and construction of State Street and Wood Street into one bid package which would bid in the early spring of 2024 and constructed during the 2024 season. Sutherland Street would be taken to the preliminary design stage and then held until authorization is provided by the Village Board to proceed to final design and construction.

Attached for your review and approval is our proposal which outlines our scope of work, schedule, and fee to complete the work as outlined. In addition, we have attached a copy of GPI's municipal contract, which was previously provided for your review. Upon approval of the scope, schedule, and fee, they will be incorporated into the contract, which will be executed by both parties.

As previously noted, this project will involve mapping, preliminary design, final design, bidding, award, and related construction inspection for the revitalization, including improvements to South and Wood Streets, and preliminary design of Sutherland Street in the Village. When complete street philosophies are applied to projects such as this, the Village will have an opportunity to improve and enhance pedestrian and bicycle accessibility and safety, as well as introduce some effective traffic calming features to each of the roadway segments. Additional services include the evaluation of existing drainage systems on Wood Street and Sutherland Street, as detailed within the attached.

Timothy Frelie, P.E., former Monroe County Highway Superintendent, will lead the design team, with the support of Caitlyn Hemmes, P.E., who each have extensive project experience similar to this scope. Each of us are committed to the execution of the design and construction of this project and are excited to team with village staff to make this a successful project for the residents and visitors to the Village of Pittsford.

Greenman-Pedersen, Inc. (GPI) is very interested in establishing a partnership with the Village of Pittsford to complete this project. GPI offers a successful track record of delivering similar roadway projects for municipalities in Western New York and is eager to demonstrate our experience, resources, and capabilities on this project for the Village.

Should you have any questions, please contact me at your convenience. Once again, thank you for this opportunity.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Thomas J. Wolanski, P.E.
Vice President
150 State Street, Suite 100
Rochester, NY 14614
twolanski@gpinet.com / 585-746-2379

CC: Honorable Mayor Alysa Plummer
Scott Harter, Village Engineer
Zack Bleier, Superintendent of Public Works

Scope Modifications

This is a Village of Pittsford project that includes improvements to South Street (Rt 96 to Rt 31 State Street), Wood St (South Street to Boughton Avenue) and Sutherland Street (Rt 252 to Rt 31 State Street). The project proposes sidewalk ramp improvements, pavement rehabilitation and resurfacing, preliminary investigations of storm sewers systems, analysis and recommendations for curb and gutter repairs/replacement, but is not limited to these work items, the design requirements and improvements are generally identified below.

Standards and Specifications

The design of this project shall conform to the current edition of the NYSDOT Standard Specifications for Construction and Materials, the NYSDOT Highway Design Manual (HDM), the NYSDOT Highway Design Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement to the MUTCD, including all applicable revisions. All drawings, CADD and DTM files shall utilize NYSDOT drawing and CADD standards and shall be completed using MicroStation and InRoads software. Contract drawings shall be scaled appropriately for plotting of half scale plans on 11"x17" paper.

Street Improvements

This is a street rehabilitation design project, which will generally consist of the following street improvements as noted for each of the following streets:

South Street (Preliminary and Final Design)

- Pavement resurfacing
- Concrete gutter repairs and adjustment of catch basin frames and grates
- Upgrades to curb ramps to meet current ADA standards
- Pedestrian crosswalk upgrades including sign modifications
- Improvements will tie into recently completed projects at each end (Rt 96 and Rt 31)
- No signal work is included

Wood Street (Preliminary and Final Design)

- Drainage improvements
- Pavement reconstruction and/or resurfacing including evaluation of possible new edge options and treatments
- Upgrades to curb ramps to meet current ADA standards

Sutherland Street (Preliminary Engineering phase only)

- Evaluation of existing storm sewer system, and recommendations for improvements.
- Pavement rehabilitation alternatives and new curb/edge treatment options
- Upgrades to curb ramps to meet current ADA standards
- New driveway aprons
- Existing sidewalks to remain
- Improvements will tie into recently completed projects at each end (Rt 252 and Rt 31)
- No signal work is planned

Survey and Topographic Mapping

GPI will complete the survey and topographic mapping of the project in Spring 2023 that will be used for design purposes. The survey will be completed using a combination of drone method and conventional survey. The conventional ground survey on South and Wood Street will focus on the handicap ramp design locations and the drone survey imagery will be used for the resurfacing of South Street and preliminary design phase of Sutherland Street. Following the preliminary design phase, it is proposed to have additional supplemental survey performed on Sutherland Street to provide the level of survey needed to complete final design. The mapping will utilize NYSDOT CADD standards.

Geotechnical Work

A pavement coring plan will be developed, and several cores will be obtained on each road to verify asphalt and subbase thicknesses. This data will be used to confirm design assumptions and estimates and be the basis for the pavement treatments alternatives evaluated as part of the preliminary design.

Software Requirements

All project CADD files shall be completed using MicroStation and InRoads Software.

ROW Acquisitions

ROW acquisitions are not anticipated at this time, detailed Right of Way determinations will be made as part of the survey and mapping phase and additional evaluation will be required during the early stages of the preliminary design phase to confirm none are required. As discussed, for the purposes of this proposal, it is assumed that no ROW acquisitions will be completed for this project. If required, GPI will also evaluate the need for grading releases during design.

Street Lighting

No Street lighting upgrades, or improvements will be included in the scope of work.

Traffic Signal Improvements

The traffic signals at the South Street and Rt 96 and Sutherland Street and Rt 252 intersections are both owned and maintained by NYSDOT. Recent resurfacing projects have milled and paved the intersection along with new handicap ramps and traffic detection. No work is planned for these signalized intersections.

Complete Streets Improvements

Complete Streets improvements will be evaluated where appropriate. The evaluation shall include, but not be limited to, enhancing bicycle and pedestrian facilities, and installation of curb bump outs to improve street crossing distances and pedestrian safety. Speed humps and other traffic calming measures will be evaluated to possibly address speeding concerns. GPI will review the Village of Pittsford Speed Management and Pedestrian Safety Transportation Engineering Services Assessment Report, dated 2.25.2020, prepared by SRF Associates, and will make recommendations to the Village on which elements should be incorporated into the design.

Utility Improvements

The scope of work for utility improvements will involve coordination with all affected utility companies within each project corridor. The work will focus on utility casting adjustments and coordination of the design elements. It is assumed there will be no major utility relocations or upgrades as part of this project.

Environmental Reviews

The scope of work will involve providing the Village the required documentation to submit the needed documentation to meet the requirements of the Grant funding. As currently proposed, the project is limited to work within the existing ROWs on each street, which have been repeatedly improved / modified, with utility and street improvements. GPI will work with the Village to prepare a list of involved agencies and complete a short environmental assessment form for the project for processing. As part of the initial process, GPI will consult with SHPO via the CRIS system, as required as part of the grant application received by the Village. (It is assumed that SHPO will not require any additional studies and or field investigations for this project.) It is assumed that the Village of Pittsford will process the relevant village applications and environmental review, which will include the lead agency determination and the SEQR review, as well as processing the final SEQR determination. It is anticipated that this project will be deemed a Type II action under SEQRA.

Public Involvement

Public meeting(s), including stakeholder meetings and 2 meetings with the Village Board will be held based on input from the Village. The meetings will include graphic materials and a presentation of the proposed improvements.

The project schedule for South St and Wood St is as follows:

- | | |
|--|---------------|
| • Agreement Start Date/Notice to Proceed | May 2023 |
| • 30% Preliminary Plans | October 2023 |
| • 90% Plans (ADP) and Final Engineering Report | December 2023 |

- 100% Plans (PS&E) January 2024
- Bid Phase & Award Spring 2024
- Construction Phase Services Summer 2024

The project schedule for Sutherland Street is as follows:

- Agreement Start Date/Notice to Proceed May 2023
- 30% Preliminary Plans and Engineering Report November 2023
- Final design and construction TBD

Project Meetings

GPI will prepare for and attend all meetings as directed by and in coordination with the Village. Meetings may be held to:

- Provide engineering consultation
- Present, discuss, and receive direction on the progress and scheduling of work in this contract
- Present, discuss, and receive direction on project specifics
- Discuss and resolve comments resulting from review of project documents, agency review, and coordination with other agencies
- Preview visual aids for public meetings
- Manage sub-consultants and subcontractors

GPI will be responsible for the preparation of all meeting minutes and the minutes shall be submitted to all meeting attendees within one (1) week of the meeting date.

Project Submissions and Invoicing

GPI shall prepare and submit to the Village a memorandum for each milestone submittal and invoice outlining the progress of the project, submission documents, status of key project items, summary of Engineer’s Cost Estimate, and any outstanding issues and requests for additional information.

Construction Inspection

Construction inspection will be provided in 2024 with part time inspectors to oversee the work. The staffing personnel and time spent will be negotiated prior to the start of construction. The estimated hours are based on part time staffing for 3 days a week. The NICET level of staffing and functions performed will be defined and agreed upon prior to the commencement of the construction activities.

PROJECT FEE

Based on GPI’s understanding of the requested Scope of Services, proposed tasks and deliverables, the following fee schedule is proposed for the project:

Task	Description	South & Wood Street	Sutherland Street	Total
A.	Survey and Mapping	\$12,000	\$8,000	\$20,000
B.	Preliminary Design	\$45,000	\$47,000	\$92,000
C.	Final Design	\$35,000		\$35,000
D.	Construction Inspection	\$25,000		\$25,000
	Direct Charges			
	Geotechnical - Cores	\$2,500	\$2,500	\$5,000
	Storm Sewer Survey	\$500	\$3,500	\$4,000
Total		\$120,000	\$61,000	\$181,000

AGREEMENT BETWEEN OWNER AND CONSULTANT

This Agreement is entered into on the 11th day of May, 2023 (the “**Effective Date**”), by and between Village of Pittsford, on behalf of itself and any of its subsidiaries and affiliates (the “**Owner**”), and Greenman-Pedersen, Inc., or any affiliate thereof (the “**Consultant**” or “**GPI**”) for the services described herein for project located on Village Streets, which include South Street, Wood Street and Sutherland Street(the “**Project**”).

WHEREAS, the Owner desires to engage the services attached hereto as **Exhibit A** (the “**Proposal**”) from the Consultant on the terms and conditions set forth below (this “**Agreement**”); and

WHEREAS, the Consultant represents that it has the expertise and experience to perform such services and work and is willing to provide such services to the Owner on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the Consultant and the Owner hereby agree as follows:

1.0 GENERAL SERVICES

1.1 Consultant is a consulting firm with expertise in professional engineering and related services. During the term of this Agreement, Consultant shall perform the scope of work as set forth in its proposal attached hereto as **Exhibit A** (the “**Proposal**”), in conformance with the Owner’s policies and procedures, all of the requirements specified herein and as more specifically set forth and described in the Work Plan (the “**Work Plan**”) attached hereto as **Exhibit B** (the Work Plan and the Proposal are collectively referred to herein as, the “**Services**”). The term “**Services**” includes all labor, materials, equipment and other activities provided or to be provided by Consultant to fulfill the Consultant’s obligations or which are reasonably inferable as necessary to produce the results intended by this Agreement. Any materials and equipment necessary to perform and complete the Services hereunder shall be provided by Consultant, at Consultant’s sole expense. By signing this Agreement, Consultant hereby accepts its appointment as such and agrees to render the Services as provided hereunder.

1.2 Consultant shall perform the Services in accordance with the standard of care as set forth in Section 6.1 herein. Consultant shall report to Mayor Alysa Plummer, or such other person(s) designated by the Owner. Consultant shall attend all relevant project meetings convened by the Owner.

1.3 Consultant shall have no responsibility for the discovery, presence, handling, or removal or disposal of or exposure of persons to hazardous materials in any form, if any, currently existing at Project, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances.

1.4 Consultant shall complete its performance of the Services in accordance with the schedule included in the Proposal (“**Work Schedule**”) prepared by Consultant and acceptable to Owner detailing activities to be performed, duration, sequence, resources required and estimated

cost. Such Work Schedule shall not to be revised without prior written consent of the Consultant. Consultant shall provide regular periodic status reports and updates to Owner as reasonably required by Owner or on a mutually agreed-upon schedule, describing Consultant's progress and costs and identifying any changes to the original, agreed-upon project completion date, subject to Owner's reasonable approval. Consultant acknowledges and confirms that it shall perform the Services in accordance with the Work Schedule, subject to any delays attributable to Owner's activities or events outside Consultant's reasonable control and shall exercise best efforts to meet all scheduled performance milestone dates. In the event Owner delays, suspends or directs Consultant to suspend performance of the Services for a period in excess of ninety (90) days, Consultant may submit a revised fee and Work Schedule to reflect its proposed increases in consideration and time associated therewith which shall be approved in writing by the Owner.

2.0 CHANGE ORDERS

2.1 Owner may order changes or alterations in the Services that are within the general scope of this Agreement without invalidating this Agreement. No changes or alterations to Services to be provided in connection therewith shall be valid unless in writing and signed by an authorized representative of the Owner and Consultant (hereinafter a "**Change Order**"). In the event a Change Order results in an increase or decrease in the scope of Services, the Parties shall negotiate in good faith and fair dealing to determine and agree upon any cost adjustment (up or down) to equitably reflect such changes in the scope of Services. In the event of a change in the Work Schedule, the Parties shall negotiate in good faith to equitably adjust the Work Schedule and/or any related deliverables date(s) related to the affected Change Order.

3.0 COMPENSATION FOR SERVICES AND OTHER MATTERS

3.1 In consideration for the performance of the Services by the Consultant and the rights granted to Owner under this Agreement, Owner shall pay Consultant its fees as set forth in the Proposal ("**Fee**"). Consultant shall be responsible for and shall bear the cost of all aspects of administering, operating and performing the Services detailed in this Agreement, unless otherwise expressly provided for herein. Consultant acknowledges and agrees that Consultant shall be solely liable for, and shall indemnify the Owner against, any and all federal, state, and local taxes owed in connection with Consultant's provision of the Services and the Owner's payment of the Fees as compensation for the Services and the rights granted to the Owner under this Agreement.

3.2 Owner shall pay the Fee for the Services within thirty (30) days after its receipt of a true and accurate application for payment ("**Invoice**") from Consultant covering such Fee and reimbursable expenses incurred each month. Upon receipt of these payments, Consultant shall promptly pay its subconsultants (if any) any fees or reimbursable expenses included within such payment to Consultant. Consultant shall submit its final application for payment no later than thirty (30) days after final completion of the Services. All Invoices shall contain a detailed description of the Services performed and be accompanied by any supporting documentation. In the event of any good faith dispute with regard to a portion of an Invoice, the undisputed portion shall be paid as provided herein, and the Parties shall use their best efforts to resolve the disputed portion as soon as reasonably practicable. Such payment shall be made only when the requirements to

complete the Services are satisfactorily completed. It is understood that any instances of substandard work will be reported to and discussed with Consultant immediately.

3.3 Subject to the provisions of the Proposal the Owner shall reimburse the Consultant for direct out-of-pocket expenses (“**Reimbursable Expenses**”) reasonably incurred in connection with the performance of the Services hereunder, including, but not necessarily limited to, sub-consultants or sub-contractors, travel and lodging expenses while on Owner business. Consultant must obtain Owner’s prior written consent for all Reimbursable Expenses in excess of five hundred dollars (\$500.00). Reimbursable Expenses shall be described on each Invoice submitted under Section 3.2 above, and the Consultant shall provide reasonable receipts for such expenses.

3.4 As a condition to receipt of each monthly payment, Consultant shall execute and/or furnish such documentation, including a release and partial waiver of lien rights to the extent of payments made, and sworn certifications from any subconsultants (if any) for whose work payment was made by Owner to Consultant in the previous payment that they were in fact paid, as may be requested by Owner, lenders or others with jurisdiction over the Project.

4.0 INDEPENDENT CONTRACTOR

4.1 The relationship of the Consultant to the Owner hereunder shall be that of an independent contractor. Nothing in this Agreement is intended or shall be construed to render the Consultant an employee, agent or partner of the Owner, nor shall the Consultant have authority to bind the Owner in any respect. Both parties shall not be liable for any act or omission of the other party, its agents or any third party under its direction or control. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose, and nothing in this Agreement shall be deemed to authorize the Consultant to incur expenses on the Owner’s behalf.

4.2 All persons performing any portion of the Services shall be employees of Consultant and Consultant shall not subcontract any portion of the Services or its other obligations herein, without the prior written consent of the Owner, which shall not be unreasonably withheld. To the extent Consultant is authorized by Owner to use subcontractors, Consultant is responsible for all acts or omissions of subcontractors and Owner has the sole right to reject or remove any subcontractor selected by Consultant. For the purpose of determining Consultant’s liability, any time the term “Consultant” is used in this Agreement, it includes the Consultant, its agents or any third party under the direction or control of Consultant including, but not limited to, all subcontractors performing any part of this Agreement on behalf of Consultant. In the event this Agreement is terminated for any reason, there shall be no limitations, restrictions, or conditions on the rights of Owner to hire, or cause to be hired by any third party, any subcontractor, or its employees.

4.3 Consultant shall be solely responsible for the conduct of its employees, agents, and subcontractors and for any compensation benefits, contributions, and payroll taxes associated therewith. Prior to commencing any Services under this Agreement, Consultant shall provide the Owner with written notice of Consultant’s Federal Employer Identification Number.

5.0 INDEMNIFICATION AND INSURANCE

Indemnification

5.1 To the fullest extent permitted by law, Consultant shall protect, indemnify and hold Owner, Owner's parent, subsidiaries, affiliates, and the respective officers, directors, shareholders, and employees of each (collectively, the "**Indemnitees**"), from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and expenses ("**Claim(s)**"), caused by the performance of the Services that are attributable to: (a) bodily injury or wrongful death, (b) claims arising from a breach of this Agreement by the Consultant, (c) damage to any property, or other loss, cost, expense or damage; provided and only to the extent that such Claim is caused by the negligent acts or omissions of Consultant, any of Consultant's subcontractors, or any other person or entity for whom Consultant is responsible in connection with the performance of the Services under this Agreement.

5.2 Owner shall indemnify, and hold Consultant, and its shareholders, subsidiaries, affiliates, officers, directors, employees, and permitted assigns harmless from and against claims, damages, expenses, including reasonable attorneys' fees, or other losses arising out of Owner's negligent acts or omissions and/or breach of this Agreement.

5.3 Both parties shall be responsible for any deductible amount or any loss arising out of coverage denials its insurance carrier(s) or for any deductible amount that such party is required to pay as a result of its failure to comply with its insurance obligations.

Insurance

5.4 Without limiting any liability or any obligation of Consultant, Consultant shall, prior to commencing service, secure and continuously carry the following insurance coverage:

5.4.1 Workers' Compensation Insurance in accordance with state law of the project site and Employer's Liability Law insurance with a limit of \$1,000,000 (**verify limit correct**) for each occurrence and \$1,000,000 (**verify limit correct**) general aggregate limits.

5.4.2 Commercial General Liability Insurance with a limit of [\$1,000,000] for each occurrence and \$2,000,000 (**verify limit correct**) general aggregate limits. The coverage shall include: Bodily Injury, Property Damage Liability, and Contractual Liability.

5.4.3 Business Automobile Liability insurance with a combined single limit of \$1,000,000 (**verify limit correct**) for bodily injury and property damage combined.

5.4.4 Professional Liability insurance with a limit of liability of not less than \$1,000,000 (**verify limit correct**).

5.4.5 Umbrella Policy. Consultant shall maintain an umbrella policy providing coverage in excess of its primary commercial general liability, and business automobile liability policies in the amount of \$5,000,000 (**verify limit correct**).

5.4.6 Copies of certificates of said insurance requirements shall be delivered to Owner prior to commencement of this Agreement and Consultant shall not commence work until the Owner has confirmed acceptance of such insurance by the Consultant.

5.4.7 All such insurance policies shall provide that they may not be materially changed, non-renewed or canceled without at least thirty (30) days' prior written notice to the Owner. Evidence of insurance shall be submitted in advance or concurrent with the execution of this Agreement and on each insurance policy renewal thereafter. A waiver of subrogation in favor of Owner shall be included on all of Consultant's insurance policies.

5.4.8 All such policies, except Workers' Compensation, shall name Owner and all other Indemnitees as additional insureds, solely to the extent arising out of Consultant's indemnification obligations hereunder, with the standard separation of insureds provision or an endorsement for cross-liability coverage, and shall stipulate that Consultant's insurance is primary to, and not contributing with, any other insurance carried by, or for the benefit of, Owner or the Indemnitees.

6.0 STANDARD OF CARE; COMPLIANCE WITH LAW; CODE OF CONDUCT; REPRESENTATIONS AND WARRANTIES

6.1 The Consultant shall perform its Services in strict conformance with the customary industry practices and standards using the same degree of skill and care ordinarily used by members of the Consultant's profession practicing in the same locality, under similar conditions at the same time the Services are provided.

6.2 In connection with the Consultant's performance of the Services, the Consultant shall comply with all applicable federal, state and local laws and regulations and, prior to commencing Services, shall obtain all work permits and government authorizations as set forth in Consultant's Proposal. Consultant shall keep all such licenses, permits and approvals in full force and effect and copies of such permits shall be provided by Consultant to the Owner, if so requested. Consultant shall comply with (and give all notices required by) all laws, ordinances, rules, regulations, lawful orders and other requirements of public authorities bearing on the performance of the Services. If Consultant fails to comply with any law, regulation or requirement, or fails to obtain any required permit or license, Consultant shall pay any fines or penalties imposed upon Owner as a result and Consultant shall reimburse Owner for any expenses, including, but not limited to, reasonable attorney's fees, incurred by Owner in responding to such allegation.

6.3 Consultant represents and agrees with, the Owner as follows:

- (a) Consultant has full right, power and authority to enter into this Agreement, to grant the rights granted herein and to perform fully all of Consultant's obligations in this Agreement;
- (b) The parties represent that the signatories are duly authorized to bind the company;

(c) Consultant shall perform the Services in compliance with all applicable federal, national, regional, state, municipal, tribal or local law, statute, treaty, rule, regulation, ordinance, order, code, judgment, decision, ruling, proclamation, resolution, decree, consent, directive, injunction, writ, declaration, interpretative or advisory opinion or letter or similar action or decision duly implementing any of the foregoing by any governmental authority already in effect at the time the Services are performed. (collectively, “**Law**”);

(d) Consultant shall require its employees to maintain a safe, clean and orderly work environment, including compliance with any site safety rules and regulations of the Owner. Consultant shall not have control over or be in charge of and shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, fabrication, procurement, shipment, delivery or installation or for safety precautions and programs in connection with the work selected or used by Owner or any other contractor or consultant, or the safety precautions and programs incident thereto, for security or safety at the Project, nor for any failure of Owner or any other contractor or consultant to comply with applicable Law;

(e) Consultant by entering into this Agreement with the Owner and performing the Services does not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject to or violate any applicable Law;

(f) the Owner will receive good and valid title to all deliverables, free and clear of all encumbrances and liens of any kind; and

(g) all deliverables are and shall be Consultant’s original work (except for material in the public domain or provided by the Owner) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity, and, Consultant shall indemnify Owner from any claims or causes of action resulting from a breach of this warranty, including but not limited to, any damages, penalties, charges, costs and attorney’s fees.

6.4 The Owner hereby represents and warrants to Consultant as follows:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) it will cooperate with Consultant in all matters relating to the Services and respond promptly to Consultant’s requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Consultant to perform Services in accordance with the requirements of this Agreement;

(c) provide Consultant with access to all areas of the Project in order to perform the Services; and

(d) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

7.0 TERM AND TERMINATION

7.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services, (the “**Term**”), unless sooner terminated by either party pursuant to the terms of this Agreement.

7.2 Either Party may terminate this Agreement for cause by giving ten (10) days’ written notice of termination to the other party (the “**Defaulting Party**”), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of being cured, or with respect to a material breach capable of being cured, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; (g) undertakes any conduct, commits any act or omission or conducts itself in an unethical or immoral manner which could result in material harm to the reputation, standing or business of the non-Defaulting Party. In the event of such termination, Owner shall pay the Consultant for all Services rendered and expenses incurred by the Consultant prior to, and up to, the effective date of termination.

7.3 Both parties shall have the right to terminate this Agreement, for no cause or its convenience, upon ten (10) days’ prior written notice to the other party. In the event of such termination, Owner shall pay the Consultant for all Services rendered and expenses incurred by the Consultant prior to, and up to, the effective date of termination, including Consultant’s costs of shut down and demobilization.

7.4 Upon the expiration or earlier termination of this Agreement, for any reason:

(a) Consultant shall: (i) promptly deliver to Owner all Work Product for which Owner has made payment for and Owner’s materials (if any) that are in its possession; (ii) promptly remove any of Consultant’s equipment located at the Project; and (iii) on a pro rata basis, repay all fees and expenses paid in advance for any Services that were not performed.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party’s Confidential Information, (ii) permanently delete all of the other party’s Confidential Information from its records; and (iii) certify in writing to the other party that it has complied with the requirements of this clause, provided however that Owner may retain copies of any Confidential Information of Consultant incorporated in the Work Product or to the extent necessary to allow it to make full use of the Services and Work Product.

(c) Owner shall be liable to Consultant for Consultant’s costs, including its shut-down and demobilization costs, arising out of the early expiration or termination of this Agreement.

8.0 CLAIMS; SURVIVAL

8.1 Claims and Disputes.

Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

(a) If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

(b) If the parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

Litigation – Any claim or dispute arising hereunder shall be commenced in a court of competent jurisdiction located in state where the project is located. This Agreement shall be interpreted in accordance with the laws of the state where the project is located.

Other: *(Specify)*

8.2 The terms of Sections 5, 7, 8, 9, 10, 11, 12, and 13 and any right or obligation of the parties herein which, by its nature, should survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

9.0 CONFIDENTIALITY

9.1 During the term of this Agreement, both parties may become privy to information related to the other party's finances, business activity, development plans, systems and internal operations and any other information of a similarly proprietary nature (collectively, the "**Confidential Information**"). "Confidential Information" shall mean any information that is

treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as “confidential.”

9.2 The party receiving Confidential Information (“**Receiving Party**”) agrees (a) not to disclose or otherwise make available Confidential Information of the other party (“**Disclosing Party**”) to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party and its affiliates, officers, employees, consultants, and legal advisors who have a “need to know,” who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 9.2; (b) to use the Confidential Information of the Disclosing Party only for the purpose of performing its obligations under the Agreement; and (c) immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any Confidential Information of the Disclosing Party.

9.3 If a Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party must (i) provide prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy, and (ii) provide reasonable assistance, at its sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than the portion of the Confidential Information which, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

9.4 Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is generally known by the public other than by breach of this Agreement by, or other wrongful act of the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

9.5 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party’s personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any intellectual property rights of the other party or any of its Affiliates.

10.0 WORK PRODUCT

10.1 Except for general products and materials that are not unique to nor customized for the Owner, upon payment for Services rendered, all specifications, drawings, models, samples,

designs, documentation, reports, recommendations and other materials, including but not limited to any graphic designs or other related programs or products created in accordance with the Services, prepared by Consultant, or any agent, subconsultant or affiliate of Consultant as well as all copyrights, trademarks and other intellectual property rights contained therein (“**Work Product**”), shall be the sole and exclusive property of the Owner, which shall retain all title, rights and interest in same. All drawings, submittals, and reports shall be provided in print and electronic media (unless Owner directs otherwise). Consultant’s creation of any Work Product shall be deemed a work-for-hire or otherwise the sole property of Owner, the consideration for which Consultant hereby agrees is included within the Fee paid by the Owner to Consultant. To the extent any such rights may be deemed to reside in Consultant, Consultant hereby assigns and transfers any and all rights, title and interest to any invention, creation, discovery or improvement arising from Consultant’s performance of the Services. The Consultant agrees to execute, at the Owner 's request and expense, all documents and other instruments necessary to effectuate such assignment. In the event that the Consultant does not, for any reason, execute such documents within a reasonable time after the Owner's request, the Consultant hereby irrevocably appoints the Owner as the Consultant's attorney-in-fact for the purpose of executing such documents on the Consultant's behalf, which appointment is coupled with an interest. The Owner shall reserve full discretion and authority to use the Work Product as it sees fit, including without limitation whether and how the Owner chooses to implement any recommendations, plans or proposals of Consultant. Notwithstanding the foregoing, Consultant shall not be liable to Owner for the modification or use of Work Product by Owner on another project, unless Consultant provides written consent.

11.0 LIMITATION OF LIABILITY

11.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 IN NO EVENT WILL CONSULTANT’S LIABILITY RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.0 NON-SOLICITATION

12.1 During the Term of this Agreement and for a period of one (1) year thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 12.1, and the

hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 12.1.

12.2 If either party breaches Section 12.1, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker, or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

13.0 NON-EXCLUSIVITY; NON-COMPETE

13.1 The Consultant retains the right to perform the same or similar type of services for third parties during the Term of this Agreement and after.

14.0 MISCELLANEOUS

14.1 The Agreement, inclusive of any Change Orders and Exhibits, as applicable, sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

14.2 This Agreement may not be modified or amended except by the mutual written agreement of the Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which enforcement is sought.

14.3 All services hereunder shall be performed by Consultant and this Agreement and the rights and obligations hereunder shall not be assigned or otherwise transferred at any time by without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any purported assignment or other transfer by Consultant without the prior written consent of Owner shall be void and of no force or effect and an additional event of default under this Agreement.

14.4 The delay of failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of such Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

14.5 If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Neither party will hold the other liable for failure to comply with any Force Majeure event, provided that the party failing to comply with any of the terms or conditions of this Agreement uses all reasonable diligence to remedy said failure as promptly as possible.

14.6 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability shall not affect the other terms or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.

14.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.

14.8 With respect to project safety, Consultant shall be responsible solely for the onsite activities of its own employees, subcontractors and any other third party under the direction or control of Consultant.

14.9 In the event there are conflicting provisions between this Agreement and any Change Order, the terms and provisions of this Agreement shall take precedence and control unless the Change Order provides otherwise.

14.10 All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed delivered (i) upon actual delivery, if by personal hand-delivery, (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested to the address indicated herein or (iii) one (1) day after sending, if sent by nationally recognized overnight courier, to the following addresses or as otherwise directed by either party by written notice:

If to the Owner:

Mayor Alysa Plummer
21 North Main Street
Pittsford, NY 14534

with a copy to:

(insert information)

If to the Consultant:

Greenman-Pedersen, Inc.
150 State Street, Suite 100
Rochester, NY 14614

with a copy to:

(insert information)

14.11 If applicable, the parties shall comply with the provisions of Section 1861(v)(1)(I) of the Social Security Act and shall make available, upon written request of the Comptroller General of the United States or the Secretary of the Department of Health and Human Services (“HHS”) or any other duly authorized representatives, any books, documents, and records that are necessary to verify the nature and extent of costs incurred by either party under this Agreement. Consultant agrees that any contract concerning the Services to be provided by Consultant or by an entity that, directly or indirectly, is controlled by, is under common control with, or that controls the Consultant, shall be bound by the terms and conditions of this paragraph and the applicable federal regulations. If either party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve (12) month period, such subcontract shall also contain an access clause to permit access by the Secretary of HHS, the Comptroller General and their representatives to the subcontractor’s book and records.

14.12 Notwithstanding any provision in this Agreement to contrary, the Owner remains responsible for ensuring that any service provided pursuant to this Agreement complies with all applicable Federal, State and local statutes, rules and regulations.

14.13 Each Party agrees to comply with all applicable local, State and Federal laws which prohibit discrimination based upon race, color, creed, national origin, military status, veteran’s status, sex, sexual orientation, marital status, age, disability, genetic information, or status as a victim of domestic violence.

14.14 Neither Owner nor Consultant shall engage in any activity prohibited by anti-kickback, anti-self-referral, or any other federal, state or local law or regulation which relate to healthcare and/or the performance of Services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

14.15 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument. This Agreement may be executed and returned by facsimile or PDF format, and such execution and delivery shall be binding as if an original had been delivered, and the delivering party covenants and agrees that an original will be sent immediately thereafter by regular mail.

14.16 Neither party hereto shall make or issue any press release, advertising, promotional sales literature or other promotional written statements or promotional oral statements to the public in connection with or alluding to work performed under this Agreement or the relationship between the parties created by it, having or containing any reference to the other party, without the prior written approval of the other party.

15.0 GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the state in which the Project is located, without regard to its conflict of laws principles.

16.0 ENTIRE AGREEMENT

16.1 This Agreement and any referenced exhibit or attachment constitutes the complete agreement between the parties.

17.0 EXECUTION AND EFFECTIVE DATE

17.1 This Agreement has been executed by duly authorized representatives of the parties and shall be effective as of the date first above written.

18.0 Contractor's Responsibilities:

18.1 GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

19.0 Certification:

19.1 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

[signatures on the following page]

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**Village of Pittsford
“Owner”**

By: _____
Name: Alysa Plummer
Title: Mayor

By: _____
Name: _____
Title: _____

**Greenman-Pedersen, Inc.
“Consultant”**

By: _____
Name: Thomas J. Wolanski, P.E.
Title: Vice President

EXHIBIT A
Consultant's Proposal

EXHIBIT B
Consultant's Work Plan

Village Board Meeting

Meeting Items
Agenda Item 3

Public Hearings - 7 PM

- Special Permit – 50 State Street, Label 7
- Local Law – Parking Changes

**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, May 11, 2023, at 7 p.m. at 21 North Main Street, Pittsford, New York. The Board will be considering an amendment to the Special Permit application for Label 7, 50 State Street, for a Restaurant.

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

A copy of the proposed application is on file in the Office of the Village Clerk, where interested parties may inspect between 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

APPLICATION TO THE BOARD OF TRUSTEES
SPECIAL PERMIT
VILLAGE OF PITTSFORD
21 NORTH MAIN STREET PITTSFORD, N.Y. 14534

Date: 4/18/23

Fee: \$250.00

Property Address: 50 STATE ST LABEL 7

Tax Account Number: _____ Zoning District: _____

Owner's Address: 210 Collingsworth Dr 14625 Telephone: 585-224-6223
BLACKWOOD MGM (OWNERS) : 285 BRICHTON HENRIETTA TOWN LINE RD

Applicant: Ross Muller Telephone: 585-224-6223

Applicant's Address: 210 Collingsworth Dr Rock 14625

Applicant is: Owner Lessee/Tenant Agent Other

If Other, Explain: _____

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

ACOUSTIC ONLY MUSIC ON PATIO 5/1/23 - TIL

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

N/A

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

N/A

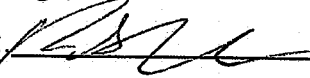
4. Proposed Hours of Operation: 5:30 - 7:30

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

Applicant's Name-Printed: Ross Mueller

Signature:  Date: 4/13/23

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

Signature:  Date: 4/13/23

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

SEQUENCE:

1. This application will place you on the next available Board of Trustee meeting agenda.
2. The application will be forwarded to the Planning Board and that Board will provide formal recommendations back to the Board of Trustees.
3. The applicant will be notified by the Village Clerk as to the date that the application will be placed on the Board of Trustee's meeting agenda for final disposition. The date is dependent upon providing the required notification for a Public Hearing.
4. The \$250.00 fee will be required with the filing of this application.
5. The applicant is encouraged to attach any additional information (drawings, layouts, seating plans, etc.) that will supplement this application.

**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, May 11, at 7:00 p.m. at 21 North Main Street, Pittsford, New York, to consider amending Sections 195-31, 195-32 and 195-33 of the Code of the Village of Pittsford, New York.

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 of Pittsford
Local Law No. _____ of 2023

**A Local Law Amending Sections 195-31, 195-32 and 195-33 of the
Code of the Village of Pittsford**

Whereas, as a result of the recent New York State Department of Transportation and the construction of certain portions of New York State Highways located in the Village of Pittsford, it became apparent that certain revisions would be required to Village Code Sections 195-31, 195-32 and 195-33;

NOW, therefore be it enacted, that the Village of Pittsford Board of Trustees hereby:

Amends Section 195-31 of the Code of the Village of Pittsford as follows:

Remove:

Name of Street	Side	Location
Monroe Avenue	North	From North Main Street to Village line
Monroe Avenue	South	From 55 west of South Main Street to 265 feet west of South Main Street
North Main Street	East	From State Street to the Village line
North Main Street	West	From Monroe Avenue to the Village line

Add:

Name of Street	Side	Location
Monroe Avenue	North	From the intersection of North Main Street to a point 536 feet west of North Main Street and from a point 886 feet west of North Main Street to the westerly Village line
Monroe Avenue	South	From South Main Street to a point 55 feet west of South Main Street and from a point 73.5 feet west of South Main Street to the eastern street line of Washington Avenue
North Main Street	East	From State Street to a point 99 feet north of Schoen Place; from a point 155 feet north of Schoen Place to a point 311 feet north of Schoen Place; from a point 391 feet north of Schoen Place to a point 504 feet north of Schoen Place; from a point 570 feet north of Schoen Place to the Village line

Name of Street	Side	Location
State Street	North	From North Main Street to a point 89 feet east of North Main Street; from a point 220 feet east of North Main Street to a point 265 feet east of North Main Street; from a point 290 feet east of North Main Street to a point 421 feet east of North Main Street; from a point 602 feet east of North Main Street to the Village line
State Street	South	From South Main Street to a point 252 feet east of North Main Street and from a point 296 feet east of North Main Street to the Village line

Amends Section 195-32 of the Code of the Village of Pittsford as follows:

Remove:

Name of Street	Side	Hours/Days	Location
Monroe Avenue	South	4:00 PM – 6:00 AM/ Monday – Friday	From a point 55 feet west of South Main Street to a point 265 feet west of South Main Street
North Main Street	East	9:00 PM – 7:00 AM/ Monday – Sunday	From a point 99 feet north of Schoen Place to a point 285 feet north of Schoen Place

Add:

Name of Street	Side	Hours/Days	Location
Monroe Avenue	South	4:00 PM – 6:00 PM/ Monday – Friday	From a point 55 feet west of South Main Street to a point 73.5 feet west of South Main Street
North Main Street	East	9:00 PM – 7:00 AM/ Monday – Sunday	From a point 99 feet north of Schoen Place to a point 155 feet north of Schoen Place; from a point 311 feet north of Schoen Place to a point 390 feet north of Schoen Place

Amends Section 195-33 of the Code of the Village of Pittsford as follows:

Remove:

Name of Street	Side	Hours/Days	Location
South Main Street	West	2 HRS: 8:00 AM – 6:00 PM, Except Sundays and Holidays	Between the Lincoln Avenue and Locust Street intersections
State Street	North	1HR: 8:00 AM – 5:00 PM/ Monday – Friday (No Restrictions Other Times)	From a point 95 feet east of South Main Street to a point 220 feet east of South Main Street
State Street	North	2 HRS: 8:00 AM – 6:00 PM/ All, except Sundays and Holidays	From a point 220 feet east of South Main Street and South Street traffic light
State Street	South	2 HRS: 8:00 AM – 6:00 PM/ All, except Sundays and Holidays	From South Main Street to South Street

Add:

Name of Street	Side	Hours/Days	Location
State Street	North	1 HR: 8:00 AM – 5:00 PM/ Monday – Friday (No Restrictions Other Times)	From a point 89 feet east of North Main Street to a point 220 feet east of North Main Street
State Street	North	2 HRS: 8:00 AM – 6:00 PM/ All, except Sundays and Holidays	From a point 220 feet east of North Main Street to a point 265 feet east of North Main Street and from a point 421 feet east of North Main Street to a point 602 feet east of North Main Street
State Street	South	2 HRS: 8:00 AM – 6:00 PM	From a point 252 feet east of South Main Street to a point 296 feet east of South Main Street

Effective Date: This local law shall take effect immediately upon its adoption by the Board of Trustees of the Village of Pittsford and the filing thereof with the New York Secretary of State.

Village Board Meeting

Meeting Items
Agenda Item 4

Green Infrastructure RFP

Village Board Meeting

Meeting Items
Agenda Item 5

Village Hall Infrastructure Update

Village Board Meeting

Department Reports

Building Inspector Report

Building Inspector report--04/10/2023 – 05/08/2023

During period issued 10 permits for \$1194.40 in permit fees and \$774,949 in improvements

Worked with residents and businesses for 4 HPB applications: 41 Courtenay – roof, 25 Monroe – porch, 5 Austin - addition, 44 Rand – Deck railings. Information only – 27 W Jefferson - windows

Worked more with two applicants for special permits, site plan, and variances - 8 State Street and 5 State Street both have rescinded their applications.

Investigated several calls from residents regarding a noise issue and clutter within the Village, contacted residents to solve issues. Several calls regarding a driveway modification ensured it is being conducted within the Village code.

Enforcement issue has had progress conducted and needs engineering review.

Have started required fire inspections for businesses for 2023.

More meetings with applicants, Jennifer from Bero, Laura from Bergman, Zack and Scott Harter for code, site plan and building permit issues relating to 75 Monroe.

Inspections – 15 Austin – insulation/electrical, 5 South main – framing and plumbing, 1 Gaskin – roofing final, 15 Elmbrook – deck issues, 7 E. Jefferson circle –insulation, 31 Boughton – issues with masonry for framing, 1 Green Hill – framing and insulation, 7/8/9 Schoen – roofing final, 10 Austin park – framing and insulation, 96 South Main – roofing, 27 Courtenay – roofing and fencing, 31 Lincoln – Roofing, 16 Lincoln – Driveway, 42 N. Main – tenant home issues, 7 East Jefferson Circle – remodeling issues.

Numerous meetings with residents and business owners to discuss concerns and possible projects.

Patrol the Village daily and make numerous stops at sights for activity to verify if permitting is needed.

I have read and processed many emails during this time, researching and answering many questions regarding zoning and Historical preservation requirements to new property owners and tenants. I have sent many response emails. Met with potential buyer for 66 Monroe for site possibilities, answered foil request for the same. Numerous requests for property information for several locations in the Village.

Receive on average 10-12 phone calls per day with questions on zoning, permits, or concerns over village issues.

While touring the village I found two projects this past month that were being done without the proper permitting, both are now permitted.

Village Board Meeting

Department Reports

- DPW Report

Village Board Meeting

Department Report

Treasurers / Village Clerk Report

- Bill Pay
- 2023-2024 Tax Warrant
- Letter of Credit
- Bond Payment

TREASURER'S REPORT

Submitted by

Brooklyn Thomas

05/11/2023

- Vouchers for approval – Abstract #23
 - General Fund (579-617) \$31,480.41
 - Sewer Fund (591,596,612) \$257.04
 - **Total Vouchers for Approval: \$31,737.45**

VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827



Village Hall ca 1855 (remodeled 1937)

TAX WARRANT – 2023

To: Dorothea M. Ciccarelli, Collector of Taxes
Village of Pittsford

You are hereby commanded to receive and collect from the several persons named in the assessment roll, hereunto annexed, the several sums named in the last column thereof opposite their respective names for the following purpose:

<u>GENERAL FUND</u>	<u>\$964,575.16</u>
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TOTAL	\$964,575.16
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In witness whereof: The Board of Trustees of said Village of Pittsford has caused these presents to be signed by its Mayor and the Clerk of the said Village, and the seal is hereunto affixed, this 11 day of May 2023.

Alysa S. Plummer, Mayor

ATTEST:

Dorothea M. Ciccarelli, Village Clerk

LETTER OF CREDIT ESTIMATE

BME ASSOCIATES
10 LIFT BRIDGE LANE EAST FAIRPORT, NY 14450

PROJECT:	WESTPORT CROSSING	PROJECT NO:	2240
OWNER:	PITTSFORD CANALSIDE PROPERTIES, LLC	DATE:	MARCH 23, 23
LOCATION:	VILLAGE OF PITTSFORD, NY		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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SECTION A - EROSION

483T.20X30X3	CONSTRUCT AND MAINTAIN 20' X 30' X 3' DEEP SEDIMENTATION BASIN, INC. REMOVAL COMPLETE	1	EA	700.00	700.00
483T.20X35X3	CONSTRUCT AND MAINTAIN 20' X 35' X 3' DEEP SEDIMENTATION BASIN, INC. REMOVAL COMPLETE	3	EA	800.00	2,400.00
483T.30X35X3	CONSTRUCT AND MAINTAIN 30' X 35' X 3' DEEP SEDIMENTATION BASIN, INC. REMOVAL COMPLETE	1	EA	1100.00	1,100.00
484CE	CONSTRUCT AND MAINTAIN CONSTRUCTION ENTRANCE, INC. REMOVAL COMPLETE	1	EA	1500.00	1,500.00
486	INSTALL & MAINTAIN SILT FENCE, INC. REMOVAL COMPLETE	3,200	LF	3.00	9,600.00
487I	INSTALL & MAINTAIN INLET PROTECTION INC. REMOVAL COMPLETE	32	EA	200.00	6,400.00
556T	TEMP. SEEDING AND MULCHING OF ALL DISTURBED AREAS, COMPLETE	7.4	AC	2000.00	14,800.00
					=====
			TOTAL SECTION A		36,500.00

LETTER OF CREDIT ESTIMATE

BME ASSOCIATES
10 LIFT BRIDGE LANE EAST FAIRPORT NY 14450

PROJECT: WESTPORT CROSSING PROJECT NO: 2240

DATE: MARCH 23, 23

***** **

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
*****	*****	*****	*****	*****	*****

SECTION B - SANITARY SEWER

218.04	4" DIA. SDR-21 SANITARY PVC FORCEMAIN WITH BEDDING AND TRACER WIRE COMPLETE	785	LF	22.00	17,270.00
225F	CONNECT NEW FORCEMAIN TO EXISTING MANHOLE, INC. CORE/BORE AND RECONSTRUCT BENCH AS NECESSARY	1	EA	2500.00	2,500.00
285	SANITARY PUMP STATION, INC. WET WELL VALVE VAULT WITH ALL APPURTENANCES, CONTROL PANEL, GENERATOR, TESTING AND CONCRETE PAD, COMPLETE	1	LS	150,000.00	150,000.00

=====

TOTAL SECTION B 169,770.00

LETTER OF CREDIT ESTIMATE

BME ASSOCIATES
10 LIFT BRIDGE LANE EAST FAIRPORT NY 14450

PROJECT: WESTPORT CROSSING

PROJECT NO: 2240

DATE: MARCH 23, 23

***** **

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
*****	*****	*****	*****	*****	*****

SECTION C - CONTINGENCIES AND INSPECTIONS

01	CONTINGENCIES (10 % OF CONSTRUCTION)	1 -----	LS	20627.00 -----	20,627.00 -----
02	CONSTRUCTION OBSERVATION AND INSPECTIONS 20% OF CONSTRUCTION	1 -----	EA	41254.00 -----	41,254.00 -----
					=====
			TOTAL SECTION C		61,881.00

LETTER OF CREDIT ESTIMATE

BME ASSOCIATES
10 LIFT BRIDGE LANE EAST FAIRPORT NY 14450

PROJECT: WESTPORT CROSSING

PROJECT NO: 2240

DATE: MARCH 23, 23

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SUMMARY

ESTIMATED
TOTAL
AMOUNT

SECTION A - EROSION 36,500.00

SECTION B - SANITARY SEWER 169,770.00

CONTINGENCIES AND INSPECTIONS 61,881.00

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TOTAL: \$ 268,151.00

Village Board Meeting

Department Reports

Minutes

Village Budget Workshop Minutes, April 19, 2023