

VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827



**Village of Pittsford Board of Trustees Special
Meeting July 17, 2023, 5:00 PM
Tentative Agenda
Board Member - Conflict of Interest Disclosure &
Open Meeting Compliance Certification**

Public Comment

Meeting Items

1. 5 PM - Public Hearings
 - Special Permit Application for 14 S. Main Street
2. Review of the GPI Contract
3. Proposal for an amendment to Village Code for Fees
4. SEQR / EAF for Eagle Scout Project

Member Items

*The next Scheduled Regular Meeting is August 15, 2023, and is Subject to Change Without Notice**

**Phone: (585)586-4332 • Fax: (585)586-4597 • E-mail:
villageofpittsford@villageofpittsford.com**

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

Village Board Meeting

Meeting Items Agenda Item 1

5 PM - Public Hearings

- Special Permit Application for 14 S. Main Street

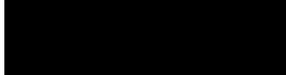
APPLICATION TO THE BOARD OF TRUSTEES
SPECIAL PERMIT
VILLAGE OF PITTSFORD
21 NORTH MAIN STREET PITTSFORD, N.Y. 14534

Date: 06/03/2023

Fee: \$250.00

Property Address: 14 S MAIN ST, PITTSFORD, NY 14534

Tax Account Number: _____ Zoning District: _____

Owner's Address: 180 Canal View Blvd Suite 600 Rochester, NY 14623 Telephone: 

Applicant: LLUCIANA OLIVEIRA PEDROSO Telephone: 

Applicant's Address: 31 GLENN HOLW, ROCHESTER, NY 14622

Applicant is: Owner Lessee/Tenant Agent Other

If Other, Explain: _____

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

Business operating as an Italian cafe, artisanal chocolate shop, light meals including toasts, paninis, croissants and nutritious bowls. A full selection of desserts such as tiramisu, cannoli, cheesecake, creme brulee, specialty cakes, Belgian waffles, smoothies and gelato. The production will be made in-house with fresh ingredients selected from local producers.

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

Will not affect existing parking. The property has 28 parking spots.

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

Waste and recycling disposal will be disposed in a commercial dumpster located in back of the building.

4. Proposed Hours of Operation: 9AM - 8PM MON-SUN

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: R. Charlie Fox, Jr

Signature: *R. Charlie Fox, Jr* Date: 6/5/23

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

Signature: LUCIANA OLIVEIRA PEDROSO  Date: 06/03/2023

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.

Village Code Section 210-35. Special Permit Uses in all zoning districts

A. All uses labelled with "SP" in the use tables of Chapter 210 may be permitted upon application to and with the approval of the Village Board of Trustees:

- 1) Public Hearing: Any use for which a special permit is required shall be considered at a public hearing held by the Village Board of Trustees.
- 2) Decisions: The Village Board of Trustees may approve with or without modifications or conditions or deny an application for a special permit.
- 3) Standards for a Special Permit Application Review: No special permit shall be granted unless and until the applicant has demonstrated to the satisfaction of the Village Board of trustees that:
 - a) Access to the site and the size of the site are adequate for the proposed use.
 - b) The proposed use will not adversely affect the orderly pattern of development in the area.
 - c) The nature, duration and intensity of the operations which are involved in or conducted in connection with the proposed use will be in harmony with nearby uses and will not alter the essential character of the neighborhood nor be detrimental to the residents thereof.
 - d) The proposed use will not create a hazard to health, safety or the general welfare.
 - e) The proposed use will not be detrimental to the flow of traffic in the vicinity.
 - f) The proposed use will not place an excessive burden on public improvements, facilities, services or utilities.
 - g) The proposed site is located more than 100 feet from any residentially zoned and/or used property or is situated so that it may be demonstrated that existing or proposed features of the site will mitigate any potential adverse effect on the residential property.
 - h) The proposed use will not create noise, late-night activity, or extended hours of operation, odors, noise from mechanical equipment or other conditions that may be detrimental to either the quality of life of nearby residents and businesses or to the general welfare of nearby residential neighborhoods.

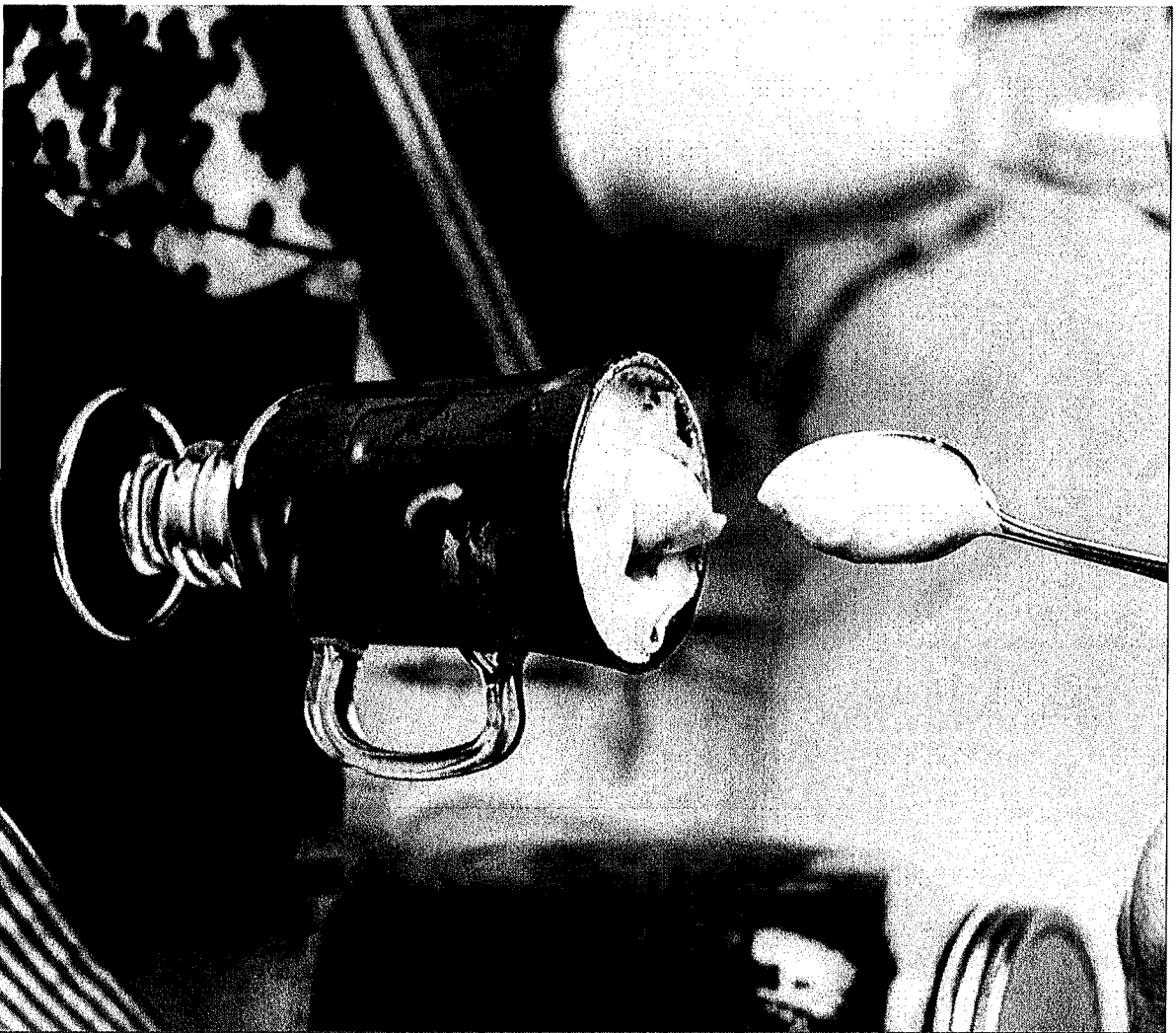
C. Expiration of a Special Permit:

- 1) A special permit shall authorize only one specific use.

Said permit shall expire if :

- a) The use does not begin operation within one year of the date on which the approval for said permit was granted.
- b) The use, once begun, ceases operation, for any reason, for more than six (6) consecutive months.
- c) The operation of the use is transferred, by any means, to an individual or individuals, or to an entity other than the applicant to which the special permit was granted.

CI. Expansion of a Special Permit Use: The nature, duration and intensity of the operations which are involved in or conducted in connection with any use for which a special permit has been granted shall not be increased or expanded without the approval of the Village Board of Trustees. Any expansion of a use which requires a special permit shall be considered at a public hearing in the same manner as otherwise provided in this article.



POUX ITALIAN COFFEE

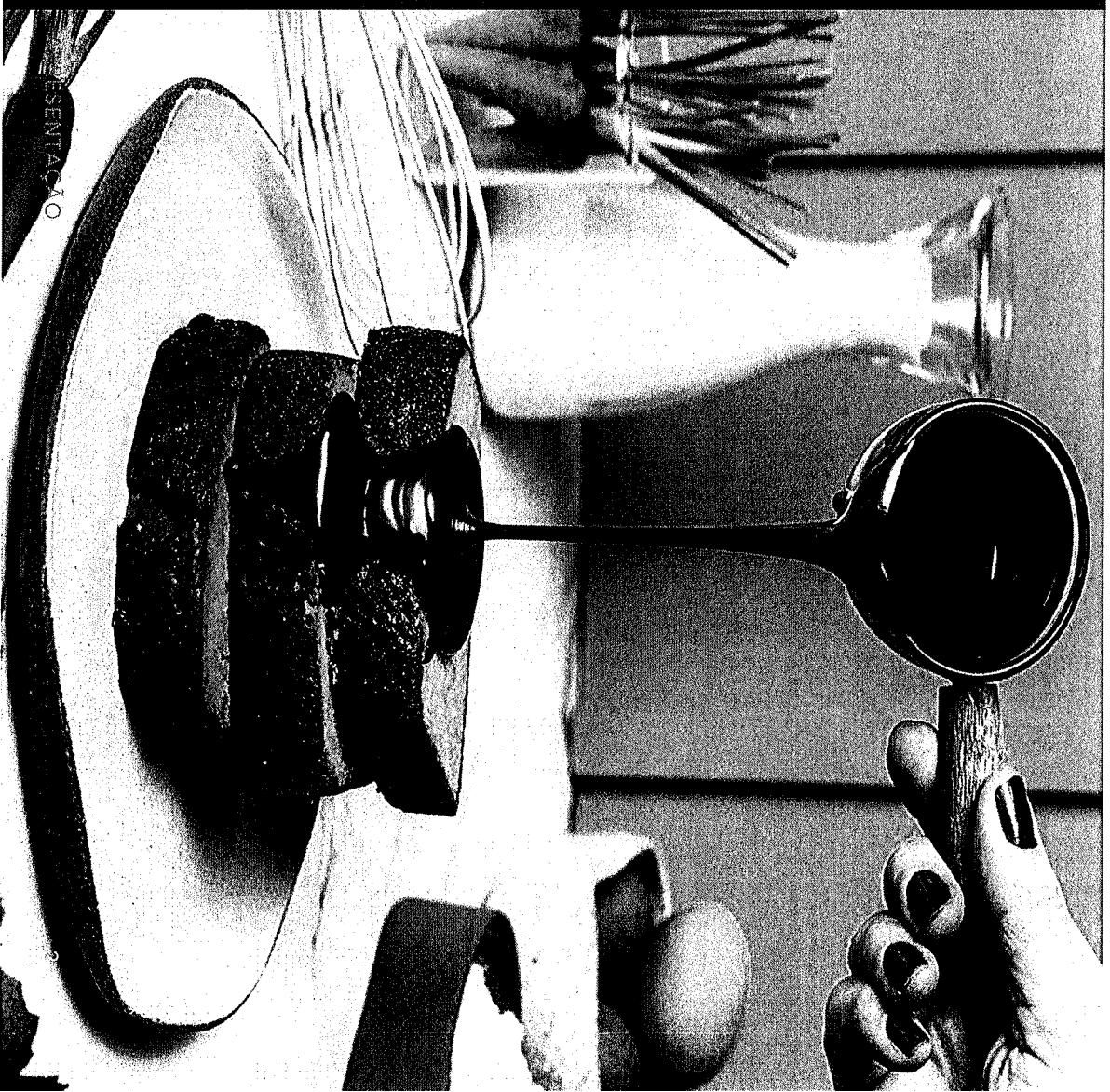
Brief Business Plan
Luciana Pedroso

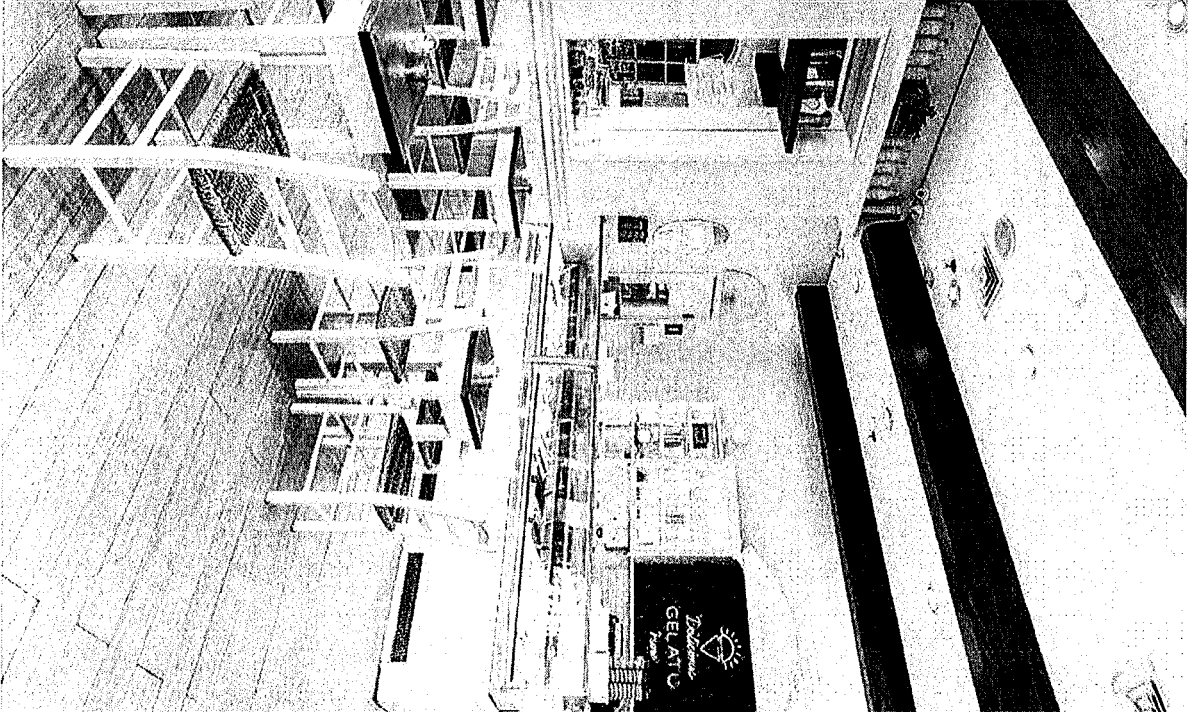
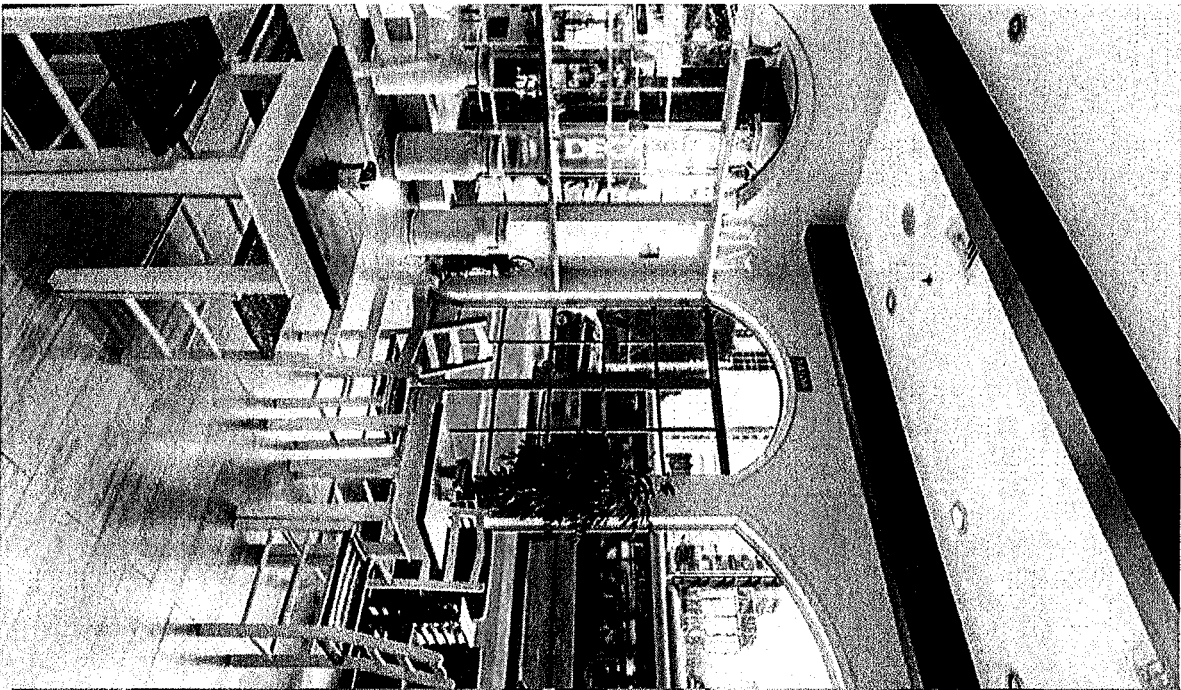
ABOUT US

We are a brand of flavors from Italy, we bring in our products the classic Italian traditions, combined with authentic and fresh local ingredients, made by us daily.

OUR MISSION

Enchanting people with our flavors, our smiles in our welcoming environments every day.





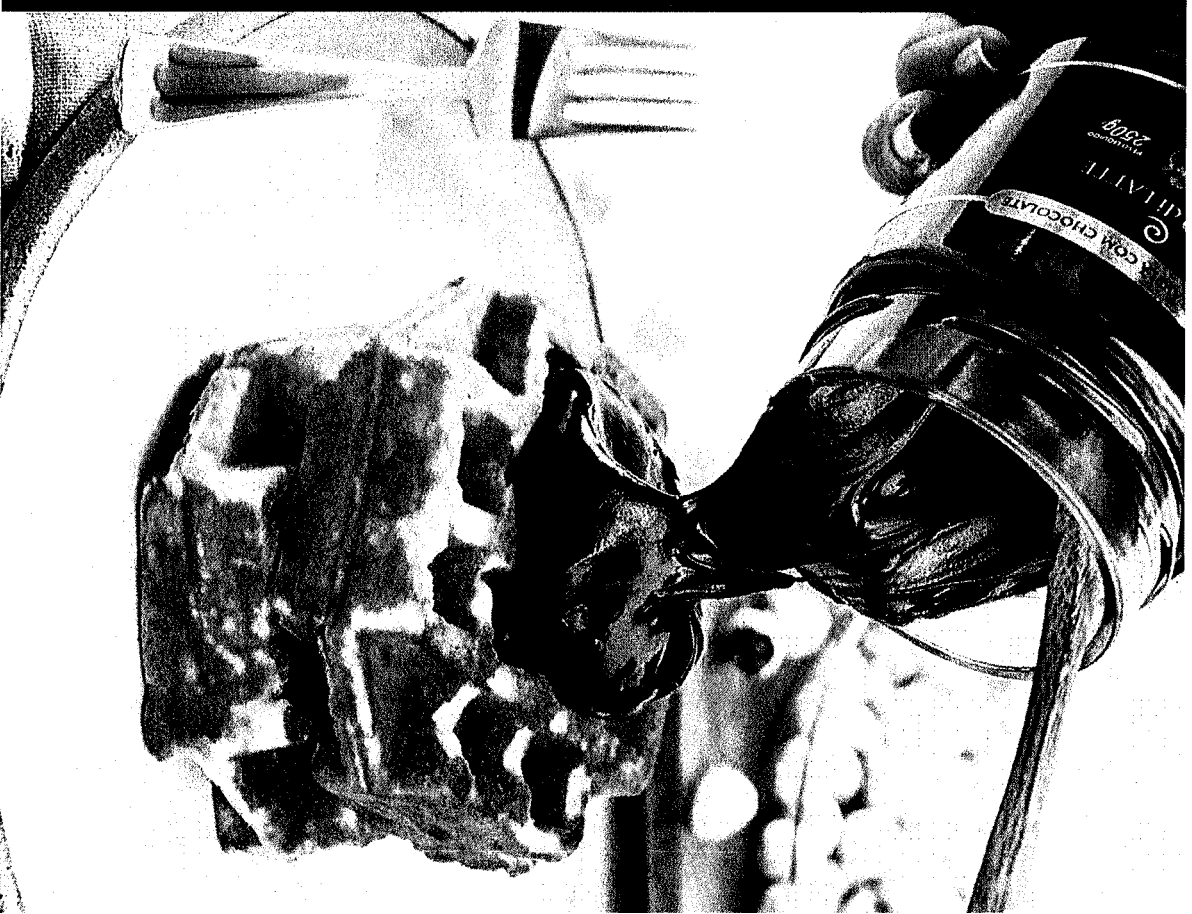
PRODUCT OVERVIEW

FRESH PRODUCE

Daily production of our specialty coffees, cannolis, tiramisu, toast, Belgian waffles and artisanal gelato. Make up our menu, dairy free, gluten free and vegan options.

AUTHENTIC

Our raw material coming from Italy, added to local products, make our products unique.

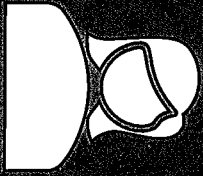




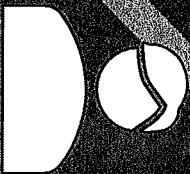
OUR COMPETITORS

Accessibility is the main attraction for our consumers in our product. Our store's long opening hours will allow our consumer to have access to our delicious menu at all times. This analysis was done thoroughly, among our local competitors. We observed that some only work in the morning until 3pm, others work from 1pm, starbucks is not a direct competitor, as it has its own unique brand. We also observed that some places do not have a space with indoor seating, which makes it difficult to consume in the place during weather interurrences. In this way, we are here to share the story of those who plant and the heritage of those who deliver a quality product.

OUT TEAM



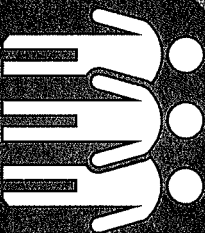
LUCIANA PEDROSO
OWNER/MANAGER



ANDRE PEDROSO
DIRECTOR of MARKET



ADONIAS PEREIRA
OWNER/CHIEF



ATTENDANTS
6 Part Time



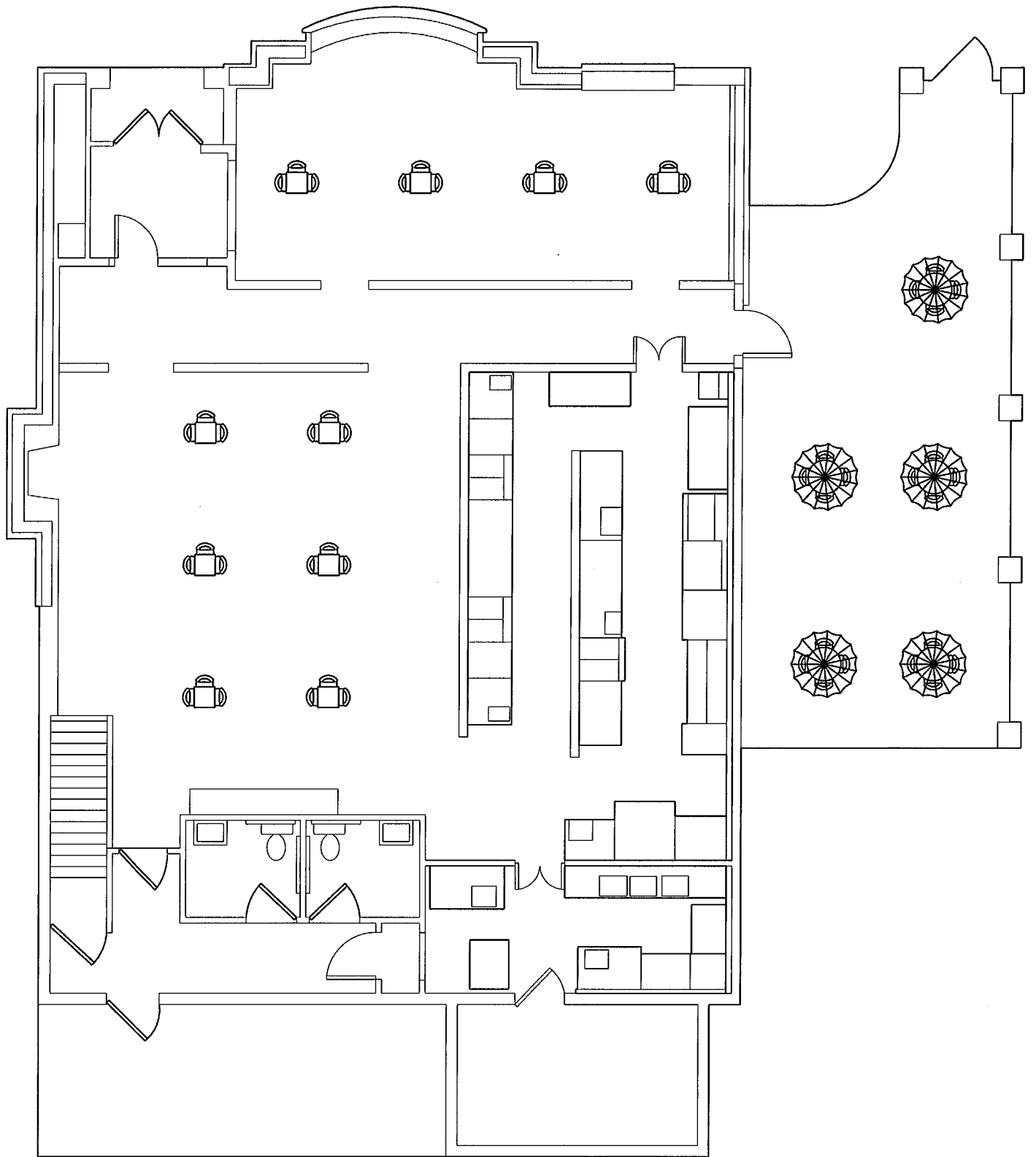
REGARDS

Luciana Pedroso

(941)780-8347

Lucianasdeoliveira@gmail.com

DOUX



**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 Monday, July 17, 2023, at 5 p.m. at 21 North Main Street, Pittsford, New York. The Board will be considering a Special Permit application for 14 S. Main Street to operate 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

Village Board Meeting

Meeting Items
Agenda Item 2

Review of GPI Contract

6/27/2023

Mr Scott Harter P.E
Village of Pittsford Engineer
Professional Engineering Group
7171 Victor-Pittsford Road
Victor, Ny 14564

**Re: Village of Pittsford Sidewalk and Pavement Improvements for South and Wood Streets
with Village support services for Sutherland Street
Final Scope and Fee**

Dear Scott,

Per the direction from the Village Board, provided at the June 21st meeting, with clarification provided by you yesterday, we are pleased to submit this proposal. As discussed at the board meeting, a developer is proposing to complete a watermain extension on Sutherland Street, as required for an adjacent development. The village has determined that it is in their best interest to wait until such time this work is complete, to initiate any new design tasks for Sutherland. Based on our discussions, the village is requesting that we delete any design services from our proposal but include time to provide periodic inspections of the utility improvements on Sutherland to confirm that are being completed per the village requirements and per the approved plans. In addition, document findings which are relevant to the design of the future street improvements, such as pavement depths, utility information and condition, when possible.

The survey and design tasks relative to this proposal will be limited to design of improvements to only South and Wood Streets. The following is based on the approach provided to the village via our original submission:

- Field survey was limited only for the 14 ramp locations on South Street and Wood Street. This effort would include Right of Way determination and full survey of handicap ramp locations only. GPI assumed routine milling and resurfacing treatments for all road segments based on visual field review and as a result aerial imagery and basic 2D mapping would be sufficient for the planned milling and resurfacing.
- The existing closed drainage system with concrete curb and gutters on South Street was assumed that only incidental curb and gutter repair and catch basin adjustments would be included in the design plans with quantities included in tabular format for South Street.
- The improvements to Wood Street were originally limited to milling and resurfacing with no edge treatments or sidewalk modifications. The field survey scope will be expanded and will include utility mapping, which will be utilized to develop alternatives, (assume 2-3), which the preferred alternative will be utilized to complete the preliminary and final design. The drainage system and patterns along with possible new edge treatments (curb) including sidewalk width changes.
- Preliminary design alternatives, utility mapping, drainage and storm sewer evaluation will be included for Wood Street. The evaluation will include storm sewer system cleaning and videotaping by a third party subcontractor, which the village has a current agreement, which will be utilized. In addition, pavement cores will be taken on Wood Street to confirm the existing pavement section.
- Any traffic calming type treatments on each of the road sections would be limited to signage and pavement marking type improvements and treatments.
- No field survey and or design work, is included in this proposal for Sutherland Street. GPI will make periodic visits during the developer water main work on Sutherland to make observations and document them on the existing pavement section depths and utility systems, when visible.
- As a supplemental to this proposal, per your request, we have provided a cost for an inspector to provide periodic inspections to the developer improvements within the village's right-of-way, by a qualified NICET inspector.

The additional hours for all the GPI staff as noted above, as well as the increase in the fee for the revised services is summarized in the following table

Task	Description of Scope		Additional cost
A	Survey and Mapping on South and Wood Streets		\$ 16,500
B	Preliminary and Final Design, Bid and Award for South and Wood		\$ 53,000
C	Observation of developer utility work within the village ROW on Sutherland Street, to document pavement depths and visible utility conditions.		\$ 2,500
D	Construction Inspection (Level 2@ 20 hrs /wk / 8 weeks)		\$ 16,000
E	Geotechnical cores, and storm sewer video		\$ 5,000
	Total		\$ 93,000
F	Supplement Inspection of Developer Improvements on Sutherland (Level 2 for 40 hrs @ \$100.00)		\$ 4,000

This proposal, upon will be attached to a mutually agreed upon contract for these services. If you have any questions, feel free to contact me at any time.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Thomas J. Wolanski, P.E.
Vice President
150 State Street, Suite 100
Rochester, NY 14614
tfrelier@gpinet.com / 585-787-0177

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

Proposal for an amendment to Village Code for
Fees

105-16

Fees.

A fee schedule shall be established by resolution of the Board of Trustees of this Village. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of building permits, amended building permits, renewed building permits, certificates of occupancy or certificates of compliance, temporary certificates, operating permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this chapter. For any submission governed by this provision, where the Code Enforcement Officer determines that an outside consultant shall be employed to assist in the review, and said consultant is retained by the Village Board, the escrow provisions of 210-19.5 shall apply to the payment of fees under this provision.

112-11 Fee Schedule

Fees for any reviews as required by this chapter shall be as set forth from time to time by the Village Board as part of an official fee schedule. For any submission governed by this provision, where the Code Enforcement Officer or Historic Preservation Review Board determines that an outside consultant shall be employed to assist in the review, and said consultant is retained by the Village Board, the escrow provisions of 210-19.5 shall apply to the payment of fees under this provision.

Village Board Meeting

Meeting Items
Agenda Item 4

SEQR / EAF for Eagle Scout Project