

# VILLAGE OF PITTSFORD

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*Village Hall ca 1855 (remodeled 1937)*

## **Village of Pittsford Board of Trustees Meeting September 28, 2021, 6:30 PM**

### **Tentative Agenda**

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

#### **Department Reports**

- Village Attorney
- Treasurer's / Village Clerk Report
- Minutes

#### **Meeting Items**

1. Non-Municipal Permit
  - Pittsford Crew – Pull the Plug Regatta
  - Chamber of Commerce – Candlelight Night
2. Special Permit Application – Ronald Jurincie, Buku Food Truck
3. Seneca Park Zoo – Arboretum Invasives Report
4. Pittsford Ambulance – 50<sup>th</sup> Anniversary Celebration
5. Gabions – 44 Rand Place
6. NYSDOT – Route 31 Mid Block Crossing
7. Marijuana Legalization
8. Village Composting
9. Board Rules of Procedure
10. Vaccination Policy
11. Appointment of Stacy Freed as alternate to the Planning and Zoning Board of Appeals
12. DPW Staffing
13. Highland Planning - Instant Input

#### **Member Items**

#### **Executive Session**

Next Scheduled Meeting –Regular Meeting October 12, 2021

\*Subject to Change Without Notice

Village Board Meeting

Department Reports

Village Attorney

Village Board Meeting

Department Report

Treasurers / Village Clerk Report

- Bill Pay

# TREASURER'S REPORT

*Submitted by  
Mary Marowski*

**9/28/21**

- **Vouchers for approval – Abstract #011**

i. General Fund (185-203, 205-215):	\$63,418.12
(204 withdrawn)	

<b>Total Vouchers for Approval:</b>	<b>\$ 63,418.12</b>
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# Village Board Meeting

Meeting Items

Agenda Item

Non-Municipal Permit

- Pittsford Crew - Pull the Plug Regatta
- Chamber of Commerce – Candlelight Night



Village of Pittsford Non-Municipal Use Permit Application

Organization: Pittsford Crew

Event and Description: Pittsford Crew will be hosting our 2021 Pull The Plug Regatta on Saturday Nov 6th on and along the Erie Canal. Please see the attached letter for details.

Event Date(s): Saturday November 6, 2021

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

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

Estimated Guest Count: 200-300 rowers plus spectators

Organization Contact: Jeff Wallace

Telephone: [REDACTED]

E-mail: [REDACTED]

Date Request Received: \_\_\_\_\_

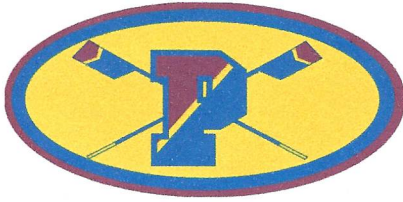
Date Reviewed: \_\_\_\_\_ Approved  Denied

**Standard Conditions**

1) If the request for the Non-municipal Permit was received without the required 45-day notice, the Board of Trustees will need to vote to waive the requirement for the permit.

2) The applicant will provide the Village of Pittsford with a certificate of liability insurance, naming the Village of Pittsford as additionally insured, on a primary and non-contributory basis. The certificate must reflect a single limit of liability for personal injury and property damage in the amount of \$1,000,000.00. The certificate must also name the event being covered.

3) The applicant will notify, in writing, the Monroe County Sheriff's Office, the Pittsford Volunteer Fire Department, the Pittsford Volunteer Ambulance and the Town of Pittsford Fire Marshal to notify them of the event and all of the details.



**PITTSFORD CREW**

*P.O. Box 331, Pittsford New York 14534*

*Boathouse #(585)381-9560 Email [www.pittsfordcrew.org](http://www.pittsfordcrew.org)*

September 7, 2021

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

Trustees,

We request that Pittsford Crew be issued a Non-Municipal Use Permit for this year's 2021 Pull the Plug Regatta, scheduled to run Saturday, November 6, 2021. A certificate of insurance naming the Village as an additional insured party will be provided for the dates of the event.

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

Also, we anticipate that participating crew teams will arrive sometime on Friday, November 5 and may want to practice on the canal that afternoon.

If there is anything else that you require from Pittsford Crew, please feel free to contact me.

Very truly yours,

Jeff Wallace  
Pittsford Crew, Regatta Director

[Redacted]  
[Redacted]



Village of Pittsford Non-Municipal Use Permit Application

Organization: Pittsford Chamber of Commerce

Event and Description: Candlelight Night, 40 Year Tradition. Business stay open, the Community come out to enjoy an evening of festivities leading into the holiday season. 5-8 pm. The road will be closed at 4 pm from S. Main from Monroe / State St. to just past Church Street.

Event Date(s): 12/7/2021

Event Location: Pittsford Village, Northfield Commons & Schoen Place

Parking Location: Sutherland High School, Village Parking Areas, Northfield Commons

Estimated Guest Count: 1,500

Organization Contact: Ann Julien

Telephone: 585-902-2297

E-mail: info@pittsfordchamber.org

Date Request Received: 9/17/2021

Date Reviewed: \_\_\_\_\_ Approved  Denied

**Standard Conditions**

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

**CANDLELIGHT NIGHT  
COMPREHENSIVE PLAN FOR CLOSING OF SOUTH MAIN STREET**

**PREPARED BY: PITTSFORD CHAMBER OF COMMERCE  
July 2021**

**EVENT DATE: TUESDAY, DECEMBER 7, 2021**

Our main concern is the safety of our community. We feel that closing South Main Street will provide a safe atmosphere for children as they load and unload the horse drawn carriage and will also allow pedestrians to easily go from one business to the other by crossing where road is closed.

The proposed road closure will start at the corner of South Main Street and State St. and go just past Church Street. State Street will remain open, as will North Main Street, and Monroe Avenue up to South Main.

In addition, we are working with the Town and Village and State to see if we can get the stop light at South and State be put on flash during the event to allow for easier traffic flow.

In 2017, a change was made by the Village to close South Main St. up to and before Church Street. This change caused not only safety concerns, but more traffic congestion than other before. By not closing Church Street, the annual horse-drawn carriage could not get down Church Street, as car traffic was allowed, which blocked the carriage. A change in the closure had to be made during the night to allow the carriage, and to keep the pedestrians getting off the ride, safe.

In working with the security company and DPW, we will implement a better and safer plan for crossings at planned intersections.

**UPDATE: In 2018, DOT recommended putting in a manual override switch at intersection of South Main/State Streets, as well as intersection of South and State Streets. This switch would be handled by police personnel only. In discussions with the police, they felt the switch was more cumbersome, and recommended police control traffic at these intersections as need be.**

**PLAN**

The above was successful and well received by the businesses and the community. The advance notice gave people plenty of time to adjust their travel plans for 4 hours, one night of the year.

**THREE MONTHS OUT (September 2021)**

1. Notify the businesses of date and facts for CLN, as well as any road closures.

**TWO MONTHS OUT (October 2021)**

1. Notify local businesses and school district about road closure on 12/3/21 through letters
2. Notify businesses in Village, Schoen Place & Northfield Commons of event and road closures through fliers dropped off at businesses by Chamber members. Address any concerns
3. Ask Town and Village officials to promote road closure through their newsletters
4. Continually work with DPW on plans to effectively work on logistics for closure of So. Main St.
5. Continually update our website with latest information on Candlelight Night
6. Reserve neon signs from Admar announcing road closure
7. Obtain permit from Sutherland HS for Shuttle Stop

#### **ONE MONTH OUT (November 2021)**

1. Meet with fire department, ambulance, police, about road closure and emergency management plan
2. Reminder fliers sent to Village, Schoen Place and Northfield Commons
3. Reminder notice sent to PCSD
4. Update our website with latest information on Candlelight Night
5. Place notice in Town & Village newsletters
6. Plan with company providing tent to park and leave truck in Pittsford parking lot (behind Breathe?) for quick breakdown and removal of tent and chairs. Chamber personnel on staff to assist with this
7. Food Vendors will be reminded that they need to be shut down and ready to leave at 8:00 p.m. It is in their contract to do so
8. Distribute event posters Nov. 1 to businesses which will include closure of So. Main St.

#### **TWO WEEKS OUT (November 23 , 2021)**

1. Media release sent to Messenger Post, D&C, Pittsford Neighbors about Road closure
2. Work with DPW on logistics of road closure
3. Reminder notice sent to PCSD
4. Work with Security company on details of closure

#### **ONE WEEK OUT: (November 30, 2021)**

1. Add road closure to the radio spots we get for CLN
2. Notify TV & radio stations of road closure
3. Work with DPW on logistics of road closure

#### **ONE DAY OUT: (Monday, Dec. 6)**

1. Admar Road closing signs (with date and times) to be placed on Monroe Ave/French Rd.

2. Admar Road closing signs (with date and times) to be placed on East Avenue and Main St. (near SJF)
3. Admar Road closing signs (with date and times) to be placed on Pitts-Palmyra Rd. Marsh Rd.
4. Road Closure Ahead signs and cones in place at Jefferson Road and Main St.
5. Road Closure Ahead signs and cones in place before bridge on Monroe Avenue
6. Road Closure Ahead signs and cones in place at East Avenue by Washington Rd.
7. Road Closure Ahead signs and cones in place at Pitts-Palmyra Rd. before State St. bridge
8. Add road closure to the radio spots we get for CLN
9. Notify media of road closure
10. Remind fire department, ambulance, police, RTS about road closure
11. Remind PCSD about road closure and Shuttle Stop

**DAY OF:**

1. Place cones in parking spaces on So. Main St. around 2:30 p.m. with the guidance of DPW
2. Place DPW truck at side of Four Corners, ready for placement at 4:00 p.m.
3. Place closing gates on So. Main St. just on side of Church St. closest to 4 Corners (allowing room for horse carriage to pass) for placement at 4:00 p.m.
4. Work with Tent Company for set up of tent at 4:00 p.m. and removal at 8:00 p.m.

**SECURITY:**

**Security Company:** We will have 10 security personnel from Southern Tier Security covering the following areas:

- 4 at the Four Corners
- 2 at Schoen Place
- 2 at Northfield Commons
- 1 at Pontillos's road crossing
- 1 at Little House road crossing

There will be a meeting of Southern Tier Security, NYS Troopers and Town security prior to the event to work out and confirm logistics.

**Mounted Police:** Mounted police (2) are invited to help with event

# Village Board Meeting

Meeting Items

Agenda Item

Application for Special Permit Application

- Ronald Jurincie, Buku Food Truck

APPLICATION TO THE BOARD OF TRUSTEES

SPECIAL PERMIT

VILLAGE OF PITTSFORD

21 NORTH MAIN STREET PITTSFORD, N.Y. 14534

Date: 9/15/21

Fee: \$250.00

VILLAGE OF PITTSFORD  
SEP 16 12:49:13

Property Address: 50 State Street, Pittsford NY 14534

Tax Account Number: 85-2670406 Zoning District: \_\_\_\_\_

Owner's Address: 180 Canal View Blvd. Rochester NY Telephone: [REDACTED]

Applicant: Ronald Brincie Telephone: [REDACTED]

Applicant's Address: 2 Grove Street, Pittsford NY 14534

Applicant is:  Owner  Lessee/Tenant  Agent  Other

If Other, Explain: \_\_\_\_\_

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

Buku Food Truck ~~is~~ Serving Lunch and/or dinner.

Featuring Asian Fusion Cuisine

Arrive on-site 9:00 or so, leave site an hour or so after last order.

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

The truck itself will NOT take any designated parking spaces

We are going to set up facing North Along East wall of Thai massage. We believe 5-6 cars/hour may require parking. We will ask our guests to park to the East of our location.

We will have (1) support vehicle parked way to the East of location.

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

Recycling our grease. Disposing of gray water appropriately.

We will have (1) Garbage bin and (1) Recycle bin on-site and

clean area near truck through service and at shift end.

4. Proposed Hours of Operation: 6 days week OPEN: no earlier than 11 AM CLOSE: no orders after 10 PM

\* likely use some subset of above

**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: Charlie Fox

Signature: R. Charlie Fox, Jr

Date: \_\_\_\_\_

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

Signature: Ronald F. Fournie

Date: 9/15/2021

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 Board Meeting

Meeting Items

Agenda Item

- Seneca Park Zoo - Invasives Report

# Village Board Meeting

Meeting Items

Agenda Item

Pittsford Ambulance – 50<sup>th</sup> Anniversary Celebration

# Village Board Meeting

Meeting Items

Agenda Item

Gabions – 44 Rand Place

# Village Board Meeting

Meeting Items

Agenda Item

NYSDOT – Route 31 Mid Block Crossing

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: <b>40PS.02.301</b>	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: <b>Monroe</b>
Contract No.: <b>D263984</b>	

**Project Description: Pedestrian Safety Action Plan-Phase II, Various Locations, Region 4**

necessitates the adjustment of utility facilities as hereinafter described, the owner, Village of Pittsford, on behalf of the Village of Pittsford Department of Public Works-Sewer Department, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note entitled "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. **Existing Facilities** (describe type, size, capacity, location, etc.)

Village of Pittsford, on behalf of the Village of Pittsford Department of Public Works-Sewer Department, owns and operates underground sanitary sewer mains and related appurtenances, presently located on State Right-of-Way, as shown on the plans for the proposed transportation project, are in the way of construction and shall be adjusted/relocated as follows:

The State's contractor will adjust elevation of approximately one (1) sanitary sewer manhole, per attached Utilities Special Note Ref 2-A.

\_\_\_\_\_ estimates the above facility relocations will cost \$\_\_\_\_\_.  
(company's name)

**II. Financial Responsibility** (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

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**III. Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
  - a. Best Interests of State.
  - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

**IV. Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows:
  - The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
  - The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$\_\_\_\_\_ to cover the cost of the betterment as described above.
  - The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

**V. General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

**VI. References**

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number D263984  
PIN 40PS.02.301  
Plan sheets No. DRD-01
- Owner's plan sheets \_\_\_\_\_
- Owner's estimate sheets form No. \_\_\_\_\_
- Resolution dated \_\_\_\_\_, by \_\_\_\_\_
  - Granting the State of New York authority to perform the adjustment for the owner.
  - Agreeing to maintain facilities adjusted via State-let contract.
  - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

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(Print/Type Name) Owner or Agent      (Signature)      Title      Date

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For NYSDOT Commissioner of Transportation      Title      Date

**SPECIAL NOTE -- "COORDINATION WITH THE UTILITY SCHEDULE"**

In addition to requirements and/or explanations contained in Sections 102-02, 102-03, 103-05, 105-06 and 107-05 of the Standard Specifications, the Contractor is advised of the following:

All known public, private or municipal utility lines within or adjacent to the site of the work, are shown in the existing approximate locations on the project plans. The Contractor is cautioned that these locations are not guaranteed; nor is there a guarantee that all such lines in existence have been shown on the plans.

The Contractor shall conduct construction operations so as to prevent damage to utility facilities. The Contractor shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 753.

Further information concerning utilities located underground is available from [www.digsafelynewyork.com](http://www.digsafelynewyork.com) or by calling "811" (or 1-800-962-7962) before performing any excavation work. The Contractor shall conduct construction operations in accordance with all OSHA rules and regulations and in accordance with New York State Labor Law, Section 202-h, "The High Voltage Proximity Act".

The Contractor shall satisfy himself as to the exact location of utility lines and shall protect and support in a suitable manner, all utilities encountered during work. It shall be the Contractor's responsibility to take necessary precautions to prevent interference with or damage to utilities or other facilities during the course of construction. In the event the Contractor damages an existing utility service causing an interruption in said service, the Contractor shall immediately arrange for service to be restored at the Contractor's expense and may not continue the construction operation until service is restored, unless otherwise directed by the Engineer-In-Charge.

The Contractor specifically agrees that they have included in their unit prices and lump sum prices, bid for the various items of the contract, any additional cost of doing the work under this contract because of the fact that they may not have a clear site for the work and because of interference of the roadway use by the utilities and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

The Contractor shall provide any clearing/grubbing and survey/stakeout operations necessary to facilitate the completion of the required utility relocation work.

The Contractor must coordinate the schedule of operations with the various owners and/or municipalities involved with the project and shall verify such information found in the contract documents.

**SPECIAL NOTE -- "COORDINATION WITH THE UTILITY SCHEDULE"**

**GENERAL CONCEPT OF UTILITY RELOCATIONS:**

To construct the project, adjustments/relocations to utilities will be required as listed below.

**Site 1: NY-441 at Hillcrest Drive, Town of Penfield**

Adjustments/Relocations to be performed **BY THE CONTRACTOR:**

**Ref 1-A** T. Penfield DPW-Sanitary Dept. Adjust 1 sanitary MH elev.

**Site 2: NY-31 at House #15, Village of Pittsford**

Adjustments/Relocations to be performed **BY THE CONTRACTOR:**

**Ref 2-A** V. Pittsford DPW Adjust 1 sanitary MH elev.

Adjustments/Relocations to be performed **BY THE UTILITIES:**

**Ref 3-A** Monroe Co. Water Authority Relocate 1 Hydrant

In addition to the referenced revisions, other relocations may become necessary during the construction phase as a result of more precise location data or other changes that might develop. Suitable time frames (not included within previous established time frames) for these additions shall be coordinated between the Contractor and the utility companies.

**SPECIAL NOTE -- "COORDINATION WITH THE UTILITY SCHEDULE"**

<b>UNDERGROUND FACILITIES CONFLICT LIST</b>						
<b>SANITARY SEWER and WATER</b>						
<b>PLAN SHEET NO.</b>	<b>LOCATION</b>	<b>SIDE/OFFSET (ft)</b>	<b>DESCRIPTION (UTILITY AND SIZE)</b>	<b>CONFLICT WITH</b>	<b>SUGGESTED DISPOSITION</b>	<b>Utility</b>
TSP-69	Site 1: NY-441 and Hillcrest Drive	SW Quadrant	sanitary manhole	Sidewalk ramp	Adjust elev	Town Penfield DPW-Sanitary
DRD-01	Site 2: NY-31 at House #15	South side of NY-31	sanitary manhole	Curb Bump-out	Adjust elev	Vg. Pittsford DPW-Sanitary
DRD-01	Site 2: NY-31 at House #15	South side of NY-31	Hydrant	Sidewalk ramp	Relocate	MCWA

**Site 1: NY-441 at Hillcrest Drive, T. Penfield**

**Town of Penfield Dept. of Public Works-Sanitary Dept. (TPDPW-S)**

Ref. No. [1 - A](#)

The Town of Penfield Department of Public Works-Sanitary Dept (TPDPW-S) owns and operates sanitary sewer facilities within the project limits.

The **UNDERGROUND FACILITIES CONFLICT LIST**, above, displays designated areas where underground sanitary facilities must be adjusted by the State’s Contractor to avoid conflicts with the proposed construction.

The Contractor, in coordination with the State’s Engineer-in-Charge, will notify TPDPW-S, in writing, giving TPDPW-S **TWO (2) weeks** advance notice to allow TPDPW-S to inspect, repair or replace any sanitary sewer facilities, prior to the State’s Contractor commencing alteration work on the sanitary facilities.

The contact at TPDPW-S is [Eric Tait, 1280 Jackson Road, Penfield, NY 14526](#). He may be reached at [585-340-8691](tel:585-340-8691), or by e-mail at [Tait@Penfield.org](mailto:Tait@Penfield.org).

**SPECIAL NOTE -- "COORDINATION WITH THE UTILITY SCHEDULE"**

**Site 2: NY-31 at House #15, Village of Pittsford**

**Village of Pittsford Dept. of Public Works (VPDPW)**

Ref. No. **2 - A**

The Village of Pittsford Department of Public Works (VPDPW) owns and operates sanitary sewer facilities within the project limits.

The **UNDERGROUND FACILITIES CONFLICT LIST**, above, displays designated areas where underground sanitary facilities must be adjusted by the State's Contractor to avoid conflicts with the proposed construction.

The Contractor, in coordination with the State's Engineer-in-Charge, will notify VPDPW, in writing, giving VPDPW **TWO (2) weeks** advance notice to allow VPDPW to inspect, repair or replace any sanitary sewer facilities, prior to the State's Contractor commencing alteration work on the sanitary facilities.

The contact at VPDPW is **Zack Bleier, 21 North Main Street, Pittsford, NY 14534**. He may be reached at **585-586-9320**, or by e-mail at **ZBleier@VillageOfPittsford.com**.

**Monroe County Water Authority (MCWA)**

Ref. No. **3 - A**

Monroe County Water Authority (MCWA) owns and operates water facilities within the project limits.

The **UNDERGROUND FACILITIES CONFLICT LIST**, above, displays designated areas where underground water facilities must be adjusted by MCWA to avoid conflicts with the proposed construction.

The Contractor, in coordination with the State's Engineer-in-Charge, will notify MCWA, in writing, giving MCWA **TWO (2) weeks** advance notice to schedule and perform the work.

The contact at MCWA is **Sam Priem, 475 Norris Drive, Rochester, NY 14610**. He may be reached at **585-442-2001 x-248**, or by e-mail at **Sam.Priem@MCWA.com**.

Resolution Granting the State of New York Authority to Perform the Adjustment for the Owner and Agreeing to Maintain Facilities Adjusted Via State-let Contract

RESOLUTION

Resolution # \_\_\_\_\_

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of NY-31, Village of Pittsford, Monroe County, **P.I.N. 40PS.02.301**, and

WHEREAS, the State will include as part of the improvements of the above mentioned project, adjust elevations of approximately one (1) sanitary sewer manhole cover, so as to not be in conflict with the proposed construction. The work will be performed in accordance with the requirements of the owner, under Section 10, Subdivision 24, of the State Highway Law, as shown in the contract proposal relating to the project, and

WHEREAS, the service life of the adjusted and or replaced utilities has not been extended, and

WHEREAS, the State will provide for the performance of the above mentioned work, as shown in the contract proposal relating to the above mentioned project.

NOW, THEREFORE,

BE IT RESOLVED: That the **Village of Pittsford, on behalf of the Village of Pittsford Department of Public Works**, approves the adjustment of their sanitary sewer manhole cover and water valve cover elevations for the above mentioned work performed on the project, as described in the project proposal relating to the project and that the **Village of Pittsford, on behalf of the Village of Pittsford Department of Public Works**, will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED that the **Mayor** has the authority to sign any and all documentation that may become necessary as a result of this project as it relates to the **Village of Pittsford**, and

BE IT FURTHER RESOLVED: That the secretary to the **Village of Pittsford** is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:

Seconded By:

Vote:

\*\*\*\*\*

I, \_\_\_\_\_, duly appointed and qualified Secretary of the **Village of Pittsford**, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of \_\_\_\_\_, a quorum being present on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
Name, title

(Village of Pittsford Raised Seal)

# Village Board Meeting

Meeting Items

Agenda Item

Marijuana Legalization

# **Local Law No. \_\_\_\_\_ of the year 2021**

## **Village of Pittsford, County of Monroe**

A local law adopted pursuant to Cannabis Law § 131 opting out of licensing and establishing retail cannabis dispensaries and on-site cannabis consumption establishments within the Village of Pittsford.

### **Section 1. Legislative Intent**

It is the intent of this local law to opt the Village of Pittsford out of hosting retail cannabis dispensaries and on-site cannabis consumption establishments within its boundaries.

### **Section 2. Authority**

This local law is adopted pursuant to Cannabis Law § 131, which expressly authorizes cities and villages to opt-out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments to locate and operate within their boundaries.

### **Section 3. Local Cannabis Retail Dispensary and On-Site Consumption Opt-Out**

The City Board of Trustees of the Village of Pittsford, County of Monroe, hereby opts-out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments from locating and operating within the boundaries of the Village of Pittsford.

### **Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstances is invalid or unconstitutional, the court's order or judgment shall not

affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

### **Section 5. Effective date**

This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law § 131, this local law is subject to a permissive referendum and thus may not be filed with Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

# Village Board Meeting

Meeting Items  
Agenda Item

Village Composting

April 26th, 2021

Jackie,

Here is our proposed pricing for a municipal-led food scrap collection program for the Village of Pittsford. I am happy to discuss at your convenience.

**Option #1**

**Residential Curbside 5-gallon bucket swap**

IE to provide buckets

Weekly swap

Customers receive finished compost back 2X/year (delivered to their homes)

Customers receive access to our customer portal software where they can manage their account

Buckets are collected by IE, dumped at farm, cleaned and put back into circulation

Billing can be aggregated and charged to the Village monthly

1-year pilot program

\$15/month/per user (\$180/year - prorated for those that join after the initial setup)

**Option #2**

**Bucket swap at a predetermined location within the Village (DPW/Community Center/etc)**

Village to provide buckets

Weekly pickup at swap location

Customers receive finished compost back 2X/year (delivered to swap location)

Buckets are collected by IE, dumped at farm, cleaned and put back into circulation

Billing charged to the Village monthly

1-year pilot program

\$3/bucket swap

**Option #3**

**Toter swap at a predetermined location within the Village (DPW/Community Center/etc)**

IE to provide toters

Weekly pickup at swap location

Customers receive finished compost back 2X/year (delivered to swap location as a pile that users would need to bring their own containers to collect)

Toters are collected by IE, dumped at farm, cleaned and put back into circulation

Billing charged to the Village monthly

1-year pilot program

32-gallon \$10/toter/swap, 64-gallon \$15/toter/swap, 96-gallon \$20/toter/swap

I can modify these based on feedback from the Village. Thank you for your patience.

Be well,

Robert M. Putney Jr.  
CEO & Co-founder  
585-478-2014  
[robert@impactearthroc.com](mailto:robert@impactearthroc.com)

# Village Board Meeting

Meeting Items

Agenda Item

Board rules of procedure

## GUIDELINES FOR PUBLIC COMMENT

- The public will have opportunities to comment on specific agenda items when they occur in the meeting and also on general matters at the end of the meeting.
- Speakers can comment once in each comment window if it is on a specific agenda item. It is not a debate, a deposition, or a panel discussion.
- Speakers must step to the front of the room, if physically able. Alternatively, they may provide comments from where they are seated.
- If an attendee is participating via web conference technology, such as Zoom, the clerk will announce how attendees should signal that they wish to comment. This may differ by platform, but is typically accomplished through the “Raise Hand” feature.
- Speakers must give their name, address and organization. There shall be an exemption for any category of people protected by NYS Law.
- Speakers must be recognized by the presiding officer. Speakers must limit their remarks to three (3) minutes on a given topic.
- Speakers may not yield any remaining time they may have to another speaker.
- Board members may, with the permission of the Mayor, only interrupt a speaker during their remarks for the purpose of clarification or information.
- Speakers must observe the commonly accepted rules of courtesy, decorum, dignity, and good taste.
- Interested parties or their representatives may address the Board by written communications to [villageclerk@villageofpittsford.com](mailto:villageclerk@villageofpittsford.com). All written communications will become part of the public record and will be attached to the minutes for that meeting. At the sender’s request, written communications will be read aloud by the clerk at the meeting and will adhere to the 3 minute time limit.
- If printed materials or other media are provided by attendees during the meeting, they must be submitted to the Village Board with optional distribution to audience members. All materials will be part of the public record. Private distribution of materials to audience members only is prohibited.

# Chapter 5

## Meeting Procedures

State and local laws control many of the day-to-day functions associated with running a local government. However, when it comes to meeting procedures there are very few rules that must be followed. Unlike other areas of governance, meeting procedures generally fall into the realm of best practices. A good set of meeting procedures is necessary to ensure that meetings of public bodies are efficient and productive.

State law provides only limited guidance with respect to how public bodies, such as boards of trustees, zoning boards of appeals (ZBAs), and planning boards operate and conduct their meetings:

- **Presiding Officer.** Pursuant to Village Law §§ 4-400 & 4-412, the village mayor presides at meetings of the board of trustees. If the mayor is not present at the meeting, then the deputy mayor presides at meetings of the board of trustees.<sup>1</sup> If neither the mayor nor the deputy mayor are present at the meeting of the board of trustees, then the trustees may appoint one of their number to act as deputy mayor during the absence of the mayor and deputy mayor.<sup>2</sup> For ZBAs and planning boards, Article 7 of the Village Law authorizes the village mayor and board of trustees to appoint one of the ZBA and planning board members to serve as chairperson for their respective board.<sup>3</sup> The mayor and board of trustees may change this designation at any time without affecting the term of office of the ZBA or planning board member.
- **Quorum Requirements.** Pursuant to General Construction Law § 41, a quorum of a public body must be present for the body to conduct public business. A “quorum” is defined as a majority of the total authorized membership of the body, regardless of vacancies and absences. Additionally, irrespective of the number of members of the public body present at the meeting, a majority vote of the total authorized membership of the body, without respect to any vacancies and absences, must vote in favor of any given action or proposal.<sup>4</sup> For example, for a five-member board of trustees, three members constitute a quorum. If only three members of the five-member board of trustees are present at the meeting, all three members must vote in the affirmative for the board to take action on any given issue.
- **Meeting.** A “meeting” is defined in the Open Meetings Law as the official convening of a public body for the purpose of conducting public business, including the use of video conferencing for attendance and participation by the members of the public body.<sup>5</sup> Public bodies may not hold meetings via telephone/teleconference.
- **Public body.** A “public body” is defined in State law as any entity consisting of two or more members who perform a governmental function and for which a quorum is required to conduct public business.<sup>6</sup>
- **Open Meeting Requirement.** Every meeting of a public body must be open to the general public. Consequently, public bodies must make reasonable efforts to ensure that meetings are held in facilities that can accommodate the anticipated crowd size and permits barrier-free physical access to the physically disabled as defined in Public Building’s Law § 50.<sup>7</sup>

- **Executive Session.** An “executive session” is the portion of a meeting not open to the general public<sup>8</sup> (see Chapter 6, The Open Meetings Law on page 6.3 for the requirements for holding an Executive Session).
- **Videoconferencing.** A public body that utilizes videoconferencing technology to conduct its meetings must provide an opportunity for the public to attend, listen, and observe at any site at which a member of the public body participates.<sup>9</sup>
- **Noticing of Meetings.** Public Officers Law § 104 sets forth the requirements for noticing meetings of public bodies (see Chapter 6, The Open Meetings Law on page 6.1 on Notice of Meetings).
- **Minutes.** Public Officers Law § 106 outlines the minimum requirements for meeting minutes.

As a result of this limited guidance, it is recommended that each board of trustees, as well as every other public body, adopt rules of procedure for meetings.

## GENERAL CONSIDERATIONS

Public bodies may, by resolution, adopt rules of procedure in addition to what is required by State statute as described above. Written meeting procedures provide the board of trustees and the public with an outline of how the meeting will be run. Rules of procedure can help public bodies function effectively and avoid controversy. Even public bodies that function smoothly without rules of procedure should consider adopting written meeting procedures because the difference between a collegial board and an acrimonious, dysfunctional board is an election.

Some villages have adopted *Robert’s Rules of Order*. While *Robert’s Rules of Order* may be helpful for large legislative bodies, most smaller municipalities will find them too complex and too formal to meet their needs. As a general rule, NYCOM does not recommend adopting *Robert’s Rules of Order*. If a public body adopts *Robert’s Rules of Order* as its meeting procedures, it is recommended that at least one member of the board or village be a parliamentarian, fluent in the *Rules* and available to interpret the *Rules* during meetings.

Rules of procedure for meetings should be simple, straightforward, and uncomplicated. At a minimum such procedures should address the following topics:

- Regularly Scheduled Meetings - When and where they are held and how they are cancelled;
- Special Meetings - Who may call them, and when and how the board members must be notified;
- Agendas - Who prepares them, and how and when items can be added and removed from the agenda;
- Minutes - What must be included in the minutes beyond what is required by the Open Meetings Law;
- Order of Business;
- General Parliamentary Procedures - Rules on motions, seconds, debate, etc.;
- Public Comment - Rules such as limiting speakers’ time;

- Rules for the use of recording equipment (e.g., placement of video cameras on tripods); and
- Adjournment.

## MEETING VERSUS A PUBLIC HEARING

### WHAT IS A PUBLIC HEARING?

Many statutes require the holding of a public hearing before a public body may take a specific action. Perhaps the most well-known public hearing requirement is for enacting local laws.<sup>10</sup> There are, however, many other instances when public hearings must be held, including but not limited to: during the village budget process,<sup>11</sup> establishing reserve funds,<sup>12</sup> granting a village franchise,<sup>13</sup> adopting a comprehensive plan,<sup>14</sup> changing an official map,<sup>15</sup> reviewing site plans,<sup>16</sup> and approving special use permits<sup>17</sup> and subdivision proposals.<sup>18</sup> Despite the myriad requirements to hold a public hearing, there is practically no statutory guidance and very little case law as to what a public hearing is or how to conduct one. Moreover, while there are many statutory references to public hearings, each reference must be read and interpreted individually to determine if there are special requirements for noticing and conducting that particular public hearing.<sup>19</sup>

### WHY ARE PUBLIC HEARINGS REQUIRED?

The two most important reasons for requiring public hearings are:

- To ensure that the public body or agency charged with taking action on a particular issue is fully aware of the public's sentiment about the proposed action, and
- To give the public an opportunity to voice their concerns, opposition, or support for the proposed action and to bolster the public's confidence in the public body's decision.

To that end, it is frequently interpreted that the requirement of a public hearing grants to the public a "meaningful opportunity" to be heard. It is with these overriding justifications in mind that public hearings must be addressed.

### PUBLIC HEARINGS COMPARED TO "MEETINGS"

Pursuant to the Public Officers Law, a meeting is the convening of a quorum of a public body for the purpose of conducting business.<sup>20</sup> A public hearing is a meeting of the public body, at which the public must be allowed to comment on the matter that is the subject of the public hearing. This comment requirement differs from regular meetings of public bodies. Pursuant to the Open Meetings Law, the public must be allowed to attend "meetings" of public bodies but has no statutory right to speak or comment at such "meetings," although public bodies may often allow the public to speak at meetings.<sup>21</sup>

### MAY RESTRICTIONS BE PLACED ON PUBLIC COMMENT?

In contrast to a public meeting, anyone who wishes to speak at a public hearing must be given the opportunity to do so. However, there are several restrictions that the public body may place upon participation at the public hearing. The public body may, and generally should, limit comments to the topic of the public hearing. In addition, if a large number of individuals appear at the public hearing requesting to speak, the public body may impose **reasonable** time limits. What constitutes "reasonable" will depend on a variety of circumstances, including how many individuals appear to speak and the nature

of the matter that is the subject of the hearing. Note that any restrictions imposed on public comment must be applied equitably and may not discriminate based upon residency. Consequently, it is imperative that rules of procedure be established and announced to the public prior to the commencement of the public hearing.

## **MUST A QUORUM OF THE PUBLIC BODY BE PRESENT AT A PUBLIC HEARING?**

As a general rule, statutes that require public hearings are silent on the issue of whether a quorum of the public body must be present at the public hearing. The statutory silence has led to some confusion and divergent case law on this question. However, unless special circumstances apply, a quorum of a public body must be present at the public hearing for it to be valid.<sup>22</sup>

## **VOTING ON A MATTER AFTER BEING ABSENT FROM A PUBLIC HEARING?**

It will frequently occur that one or more members of the public body are unable to attend a public hearing. Members who are absent from public hearings, may, at a subsequent meeting of the public body, nevertheless vote on the matter that was the subject of the hearing. However, the members should review the comments and fully inform themselves about the subject matter before acting on the matter.<sup>23</sup>

## **MUST ORAL COMMENTS MADE AT A PUBLIC HEARING BE RECORDED?**

For “meetings” of public bodies (as opposed to “public hearings”), State law requires only that actions of a public body be recorded in the minutes of the body’s meetings.<sup>24</sup> Once again, however, statute and case law are silent on the issue of whether oral comments made at a public hearing must be recorded.<sup>25</sup> Clearly, public comments, oral or written, are not actions of the public body. Moreover, some public hearing requirements specifically require the hearing to be recorded.<sup>26</sup> Consequently, absent a specific statutory requirement, comments made at a public hearing are not required to be recorded. Thus, if a member of the public wishes to have their comment memorialized in writing, they should submit the sentiment in writing.

Note, however, that if a member of the public body is not present at the public hearing but still desires to act on the matter that was the subject of the hearing, the comments should be recorded so that the member may review the comments.<sup>27</sup> Unless specifically set forth in State law, the form of the recording must be reasonable. For example, recording a summary of the comments in the minutes of the public hearing would be sufficient. Alternately, the public hearing could be recorded, via either audio or video media.

As previously mentioned, there may be specific statutory provisions that impose requirements to record the comments made at a public hearing. For example, Eminent Domain Procedure Law § 203 requires a record of hearings on proposed condemnations, including comments, to be kept but does not require a village to create a verbatim transcript of the hearing.<sup>28</sup>

Note also that quasi-judicial hearings that are subject to Article 78 review, such as appeals to a zoning board of appeals, must be recorded either by a stenographer or using audio or video tape so that, if necessary, a certified transcript of the hearing may be made for an Article 78 proceeding.<sup>29</sup>

## **ANSWERING QUESTIONS AT THE PUBLIC HEARING**

Unless specifically required by statute, members of a public body do not have to answer questions or give analysis at a public hearing, although they may do so. However, to avoid interactions that devolve into never-ending debates or shouting matches, officials may wish to employ a policy whereby board members do not respond to questions at meetings, but request that inquiries be submitted in writing to be responded to at a later date.

## **SAMPLE RULES OF PROCEDURE**

The following are sample rules of procedure for a village board of trustees. **They are meant only to serve as a guideline and should be tailored to the specific needs of each particular public body.** A public body may wish to make its rules of procedure more extensive, but at the very least, any rules of procedures should, at a minimum, address the topics identified in the sample. NYCOM recommends that rules of procedure be adopted via resolution (as opposed to rules adopted via local law).

## **REGULAR MEETINGS**

- The regular meeting of the Board of Trustees will be on the third Tuesday of each month.
- The regular meetings will commence at 7:00 P.M. and be held in the boardroom at village hall.

## **SPECIAL MEETINGS**

- Special meetings of the Board of Trustees are all those Board meetings other than regular meetings.
- A special meeting may be called by the Mayor or any Trustee upon notice to the entire Board.
- Notice may be given to Board members by telephone, in person, email, or in writing at least 72 hours in advance unless an emergency exists.

## **QUORUM**

- A quorum of the Board of Trustees must be present to conduct business.
- A quorum of the five-member Board of Trustees is three members.

## **EXECUTIVE SESSIONS**

- Executive sessions will be held in accordance with Public Officers Law § 105.
- All executive sessions will be entered into from a properly noticed and convened public meeting.

## **AGENDA**

- The agenda of every Board of Trustees meeting will be prepared by the Clerk at the direction of the Mayor.
- The Mayor or any Trustee may have an item placed on the agenda on at least 24 hours' notice.
- When possible, items for the agenda must be given to the Clerk by 4:00 P.M. the day prior to the meeting.
- Items may be placed on the agenda at any time, including during the meeting by a majority vote of the Board.
- The agenda will be prepared and emailed to Board members no later than 5:00 P.M. the day before the meeting.
- If necessary, a supplemental agenda may be distributed at the beginning of the meeting.

## **VOTING**

- Pursuant to Village Law, each member of the Board of Trustees has one vote. The Mayor may vote on any matter, but must vote in case of a tie.
- A vote upon any question will be taken by "yes" and "no."
- When taking votes, the Clerk must record in the minutes for each Trustee whether they voted yes, voted no, abstained from voting, or were absent. Abstentions and absences are not counted as votes. Abstentions and absences are neither positive nor negative votes; they are simply no vote at all.
- For the purposes of determining whether a matter passed, the Clerk must tally the number of "yes" votes.
- Unless otherwise specified by State law, a majority of the totally authorized voting power of the Board must vote "yes" for any matter to pass.

## **MINUTES**

- Minutes will be taken by the Clerk.
- Minutes must consist of a record of all motions, proposals, resolutions, and any other matter formally voted upon and the vote thereon.
- Minutes must be taken at executive session of any vote taken and must consist of a record of the final determination of the action, and the date and vote thereon.
- Minutes must include the following:
  - The name of the Board;
  - The date, place, and time of the meeting;
  - Notation of whether a Board member is present or absent, and the Board member's time of arrival or time of departure if different from the time the meeting was called to order and adjourned;
  - The names and titles of other village officials and employees present and the approximate number of attendees;
  - A record of communications presented to the Board;
  - A record of reports made by the Board or other village personnel;
  - The time the meeting is adjourned; and
  - Signature of Clerk or person who took the minutes if not the Clerk.

- Minutes must be approved by the Board at its next meeting and may be amended only by a majority vote of the Board.<sup>30</sup>

## **ORDER OF BUSINESS**

- Call to order;
- Roll call;
- Approval of previous meeting's minutes;
- Report of officers and committees (list);
- Public comment period;
- Old business;
- New business;
- Appropriations;
- Auditing; and
- Adjournment.

## **GENERAL RULES OF PROCEDURE**

- The Mayor presides at the meeting. In the Mayor's absence, the Deputy Mayor presides.
- The presiding officer may debate, make motions, and take any other action that other Board members may take.
- Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking.
- Motions require a second.
- A member, once recognized, may not be interrupted when speaking unless it is to call him or her to order. If a member is called to order, they must cease speaking until the question of order is determined. If the member is in order, he or she may proceed.
- A member may not be limited in the number of times he or she speaks on a question.
- Motions to close or limit debate require a two-thirds vote.

## **GUIDELINES FOR PUBLIC COMMENT**

- The public may speak only during the meeting's Public Comment period and at any other time a majority of the Board allows.
- Individuals wishing to speak during the Public Comment period must sign in.
- Speakers must be recognized by the presiding officer.
- Speakers must step to the front of the room/microphone.
- Speakers must give their name, address and organization, if any.
- Speakers must limit their remarks to five minutes (this time limit may be changed to accommodate the number of speakers).
- Speakers may not yield any remaining time they may have to another speaker.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

- All remarks must be addressed to the Board as a body and not to individual Board members.
- Speakers must observe the commonly accepted rules of courtesy, decorum, dignity, and good taste. Interested parties or their representatives may also address the Board by written communications.

## **GUIDELINES FOR USE OF RECORDING EQUIPMENT**

- All members of the public and all public officials are allowed to tape or video record public meetings.
- Recording is not allowed during executive sessions.
- The recording must be done in a manner which does not interfere with the meeting.
- The Mayor may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to brightness of lights, distance from the Board, size of the equipment, the amount of noise generated by the activity, and the ability of the public to observe the meeting.
- If the Mayor determines that the recording is interfering with the meeting, the Mayor may request the individual alter their behavior to eliminate the interference. If the Mayor's request is not complied with, the Mayor may have the individual removed from the meeting room.
- The Board has the authority to adopt reasonable rules governing the use of cameras and recording devices during open meetings and those rules must be written, conspicuously posted, and provided to those in attendance upon request.<sup>31</sup>

## **ADJOURNMENT**

- Meetings must be adjourned by motion.

## **AMENDMENTS TO THE RULES OF PROCEDURE**

- The foregoing procedures may be amended at any time by a majority vote of the Board.

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<sup>1</sup> See, Village Law § 4-400(1)(h).

<sup>2</sup> See, Law § 4-400(2).

<sup>3</sup> See, Village Law §§ 7-712(2) and 7-718(1) respectively. Note that this statutory language is frequently the source of confusion regarding the appointment of ZBA and planning board chairpersons. NYCOM recommends that Village Law §§ 7-712(2) and 7-718(1) be interpreted as providing for the designation of one ZBA and planning board members to serve as chairperson not the appointment of a chairperson to a fixed term of office.

<sup>4</sup> General Construction Law § 41.

<sup>5</sup> Public Officers Law § 102(1).

<sup>6</sup> Public Officers Law § 102(2); see also, General Construction Law § 41.

<sup>7</sup> Public Officers Law § 103.

<sup>8</sup> Public Officers Law § 102(3).

<sup>9</sup> Public Officers Law § 103(c).

<sup>10</sup> Municipal Home Rule Law § 20(5).

<sup>11</sup> Village Law § 5-508(3).

<sup>12</sup> General Municipal Law §§ 6-d, 6-f, and 6-r.

<sup>13</sup> Village Law § 4-412(6).

# Village Board Meeting

Meeting Items

Agenda Item

Vaccination Policy

# Village of Pittsford COVID-19 Vaccination Policy

Policy No. \_\_\_\_\_

Adopted \_\_\_\_\_, 2021

## Preamble

As of August 27, 2021, in the United States there were 9,830,130 new reported cases of COVID-19, a 25.6% growth in cases; a total of 38,384,595 cases and 633,566 deaths. In New York State there have been a total of 2,254,155 reported cases and 54,130 deaths <https://covidusa.net>

On August 23, 2021, the Food and Drug Administration (FDA) granted full approval of the Pfizer/BioNTech COVID-19 vaccine for people ages 16 and over. "As the first FDA-approved COVID-19 vaccine, the public can be very confident that this vaccine meets the high standards for safety, effectiveness and manufacturing quality the FDA requires of an approved product," said Janet Woodcock, the acting FDA commissioner. The vaccine was 91% effective in preventing COVID-19 disease based on the updated clinical trials, the FDA said in its most recent announcement. The vaccine is effective in preventing COVID-19 and potentially serious outcomes including hospitalization and death. In the United States, 204 million doses of the Pfizer/BioNTech vaccine have been administered. More than 92 million people have received the full two-dose regimen. The most common side effects reported by clinical trial participants were pain, redness and swelling at the injection site, fatigue, headache, muscle or joint pain, chills and fever.

The Equal Employment Opportunity Commission (EEOC) has issued guidance that federal anti-discrimination laws do not prohibit employers from requiring all employees who physically enter the workplace to be vaccinated for COVID-19.

The Village of Pittsford issues this policy in accordance with its right to set workplace conditions and in order to provide a safe workplace for all of its employees.

## Policy

1. All Village employees must receive and show proof of vaccination of at least the first dose of an FDA approved COVID-19 vaccine by October 1, 2021.
2. After October 1, 2021, Village employees who have not received at least the first dose of an FDA approved COVID-19 vaccine are not permitted to physically enter the workplace.
3. Employees who have not yet been vaccinated shall wear a CDC approved mask or face covering at all times while in the workplace or while in a Village vehicle with other occupants and shall undergo such testing as may be required by the Village of Pittsford, not to exceed a weekly basis.

4. Nothing in this policy shall prevent the Village of Pittsford from requiring all employees, regardless of vaccination status, to wear a CDC approved mask or face covering while in the workplace or Village vehicles.
5. Nothing in this policy shall prevent the Village of Pittsford from requiring booster vaccinations in the future should they become fully approved by the FDA.
6. There are two limited exemptions which the Village may consider to grant as reasonable accommodations for employees:
  - (i) Medical Exemption- If a licensed physician or certified nurse practitioner certifies that the COVID-19 vaccine is detrimental to the individual based upon a specific pre-existing health condition, but only until the COVID-19 vaccine is found to no longer be detrimental to the individual's health.
  - (ii) Religious Exemption- The individual holds a genuine and sincere religious belief, practice or observance contrary to the practice of immunization. If an employee requests a religious accommodation and the Village is aware of facts that provide an objective basis for questioning either the religious nature or the sincerity of a particular belief, practice or observance, the Village may request additional supporting information from the employee.

Requests for accommodation will be considered on a case-by-case basis.

The Village may decline a request for accommodation if it is determined that to grant an accommodation would create a direct threat to the health or safety of individuals in the workplace.

The Village may decline a request for accommodation if it is determined that to grant an accommodation would create an undue hardship on the Village.

7. The failure to comply with this policy may result in discipline including but not limited to separation from employment.
8. This Policy is subject to revision and may be updated and revised by The Village from time to time in response to current conditions, information and guidance from the CDC, Department of Health, Federal and State governments, executive order or regulation, as well as the needs of the Village.

Dated: August 27, 2021

Village of Pittsford COVID-19 Vaccination and Testing Policy

Policy No. \_\_\_\_\_

Adopted \_\_\_\_\_, 2021

**Preamble**

In New York State there have been a total of 2,340,950 reported cases, 704,910 new cases (%30.1% growth) and 54,672 deaths caused by COVID-19 as of September 14, 2021. <https://covidusa.net>

On August 23, 2021, the Food and Drug Administration (FDA) granted full approval of the Pfizer/BioNTech COVID-19 vaccine for people ages 16 and over. “As the first FDA-approved COVID-19 vaccine, the public can be very confident that this vaccine meets the high standards for safety, effectiveness and manufacturing quality the FDA requires of an approved product,” said Janet Woodcock, the acting FDA commissioner. The vaccine was 91% effective in preventing COVID-19 disease based on the updated clinical trials, the FDA said in its most recent announcement. The vaccine is effective in preventing COVID-19 and potentially serious outcomes including hospitalization and death. In the United States, 204 million doses of the Pfizer/BioNTech vaccine have been administered. More than 92 million people have received the full two-dose regimen. The most common side effects reported by clinical trial participants were pain, redness and swelling at the injection site, fatigue, headache, muscle or joint pain, chills and fever.

The Equal Employment Opportunity Commission (EEOC) has issued guidance that federal anti-discrimination laws do not prohibit employers from requiring all employees who physically enter the workplace to be vaccinated for COVID-19.

The Village of Pittsford issues this policy in accordance with its right to set workplace conditions and in order to provide a safe workplace for all of its employees.

## Policy

1. All Village employees and Board Members who have not been fully vaccinated for COVID-19 shall wear a CDC approved mask or face covering at all times while in the workplace or while in a Village vehicle with other occupants and shall undergo FDA approved COVID-19 testing and show proof of a negative test result on a weekly basis.
2. All Village employees and Board Members who show proof of vaccination of the complete regimen of an FDA approved or emergency approved COVID-19 vaccine shall be exempt from the mask/face covering and weekly testing requirements set forth in paragraph one above.
3. Village employees and Board members who have not completed a COVID-19 vaccine regimen and who have not complied with weekly COVID-19 testing are not permitted to physically enter the workplace.
4. Nothing in this policy shall prevent the Village of Pittsford in the future from requiring all employees and Board members, regardless of vaccination status, to wear a CDC approved mask or face covering while in the workplace or Village vehicles.
5. Nothing in this policy shall prevent the Village of Pittsford from requiring booster vaccinations in the future should they become fully approved by the FDA to satisfy the conditions in paragraph 2 above.
6. Employees or Board Members who choose not to be vaccinated are solely responsible for the cost, if any, of weekly COVID-19 testing.
7. There are two limited exemptions which the Village may consider to grant as reasonable accommodations for employees:
  - (i) Medical Exemption- If a licensed physician or certified nurse practitioner certifies that the COVID-19 vaccine is detrimental to the individual based upon a specific pre-existing health condition, but only until the COVID-19 vaccine is found to no longer be detrimental to the individual's health.
  - (ii) Religious Exemption- The individual holds a genuine and sincere religious belief, practice or observance contrary to the practice of immunization. If an employee requests a religious accommodation and the Village is aware of facts that provide an objective basis for questioning either the religious nature or the sincerity of a particular belief, practice or observance, the Village may request additional supporting information from the employee.

Requests for accommodation will be considered on a case-by-case basis.

The Village may decline a request for an accommodation if it is determined that to grant an accommodation would create a direct threat to the health or safety of individuals in the workplace.

The Village may decline a request for accommodation if it is determined that to grant an accommodation would create an undue hardship on the Village.

8. The failure to comply with this policy may result in discipline including but not limited to separation from employment.
9. This Policy is subject to revision and may be updated and revised by The Village from time to time in response to current conditions, information and guidance from the CDC, Department of Health, Federal and State governments, executive order or regulation, as well as the needs and safety of the Village, its employees and the public which it serves.

Dated: \_\_\_\_\_, 2021

# Village Board Meeting

Meeting Items

Agenda Item

Appointment of Stacy Freed as alternate to the Planning and Zoning Board of Appeals

# Stacey Freed

32 Parker Drive  
Pittsford, NY 14534

Twitter: @SFreed  
[linkedin.com/in/stacey-freed-0099573](https://www.linkedin.com/in/stacey-freed-0099573)



**Summary:** A versatile writer and editor with 25 years of experience cultivating sources, writing content, promoting stories, and navigating and managing content across a variety of platforms.

## Skills

Researching	Utilizing social media	Project Management	Moderator
Interviewing	Pitching story ideas	Integrated Marketing	Presenter
Writing and editing	Customer Service	Copywriting	SEO

## Work Experience

Freelance Writer & Editor; Pittsford, NY 2013 to Present

- Conceive, pitch, write, publish and promote features and blogs for local and national trade and consumer print publications and websites including the following:

AARP      Forbes.com      Better Homes & Gardens      OneZero/Medium      Realtor magazine

USA Today      This Old House      The Democrat & Chronicle      The Washington Post      HouseLogic.com  
(Writing samples at [Contently](https://www.contently.com), <https://staceyf.contently.com/>)

- Conceptualize and compose webinars, advertorial content, video scripts, slide shows for clients such as Nimble Thinkers, Imagination Content Marketing and Hanley Wood Marketing
- Build relationships with outside media and work with local, regional, and national outlets
- Write, edit and publish newsletters for clients such as Building Performance Institute, Village of Pittsford

Senior Editor, Remodeling (Hanley Wood); Washington, DC, and Pittsford, NY 2004-2013

- Planned, wrote, and edited features and department stories for monthly publication
- Actively used social media platforms to drive impressions
- Collaborated with art department and other editorial staff to deliver visually appealing content
- Developed and participated in annual industry conferences
- Created and acted as project manager for the annual Remodeling Design Awards competition

Part-time staff, Democrat and Chronicle (Gannett) Editorial Page; Rochester, NY 2003-2004

- Responsible for writing editorials and editing outside columnists and otherwise supporting the newspaper as needed

Managing Editor, B'nai B'rith International Jewish Monthly; Washington, DC 1997-2002

- Developed content for bimonthly magazine with management responsibilities including hiring, supervising and editing freelancers and staff members
- Ensured regular interaction between editing, art, and advertising departments

# Stacey Freed

32 Parker Drive  
Pittsford, NY 14534

Twitter: @SFreed  
[linkedin.com/in/stacey-freed-0099573](https://www.linkedin.com/in/stacey-freed-0099573)



## Adjunct Professor

1990-2011

- George Washington University, Washington, DC, freshman composition and upper-level creative writing
- Georgetown University, Continuing Education, Washington, DC, essay and creative writing
- Marymount University, Arlington, VA, freshman composition
- The Writer's Center, Bethesda, MD, fiction writing
- Monroe Community College, Rochester, NY, freshman composition

## Education

George Mason University, Fairfax, VA  
M.F.A. Fiction

Ithaca College, Ithaca, NY  
B.S. Communications Management  
Minor, political science

## Awards & Accolades

- Pushcart Prize nominee, "Tourist No More," *She Can Find Her Way: Women Travelers at Their Best*, 2017
- Neal Award Winner, "A Spark from Flint," *Remodeling*, Oct. 2013
- Folio Eddie Awards Winner and Neal Award Winner, entire issue *Remodeling* April 2013
- National Feature Award from American Society of Business Publications Editors for "Survey Says," *Remodeling*, July 2012
- Neal Award Finalist, "Campaign Season," *Remodeling*, Oct. 2011
- Bronze award, feature article from American Society of Business Publications Editors, "Back from the Brink," *Remodeling*, July 2007
- First place, Irene Leach Memorial, Ana Cogswell Wood Prize for Short Story, "Check Out," 1998
- First Place, Excellence in Editorial Writing, American Jewish Press Association, Simon Rockower Award, "Put Your Money Where Your Mouth Is," *Moment* magazine, 1996.

## Industry & Community Involvement

- Board of Directors, American Society of Journalists and Authors 2020-present
- Secretary of the Board, National Remodeling Foundation 2010-2013
- Volunteer: Flower City Habitat for Humanity Women's Build, 2014-2017; Co-chair Rochester Jewish Book Festival; Rochester Jewish Film Festival; Election inspector; Jewish Coalition for Literacy
- Member: Writers and Books (Rochester, NY); Association of Writers & Writing Programs
- Certification: Wellness Within Your Walls

# Village Board Meeting

Meeting Items  
Agenda Item

DPW Staffing

# Village Board Meeting

Meeting Items  
Agenda Item 13

Highland Planning – Instant Input



Tanya Mooza Zwahlen, AICP  
Highland Planning LLC  
820 South Clinton Avenue #3  
Rochester, NY 14620

August 6, 2021

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

Re: Instant Input

Dear Mayor Plummer:

Thank you for your time this week to discuss Instant Input. Per our discussion, I'm writing to provide a draft subscription agreement and additional material that you can share with your staff and board. We believe Instant Input would bring immense value to the Village and hope to have the opportunity to work with you.

Instant Input allows municipalities and public agencies to engage community members on projects they care about, quickly and easily. The tool allows stakeholders to select and interact with projects through a free smartphone app or a webpage. When new projects or information come online, Instant Input sends users a notification, so stakeholders are up to date about projects of interest to them. On the back end, municipalities and agencies can directly upload photos, renderings, documents, and survey questions to the app, thus providing information to and feedback from stakeholders in real time. This tool is uniquely designed to swiftly engage a broad group of stakeholders to weigh in on multiple projects led by multiple decision makers, from concept to implementation, all in one simple platform.

Today, USA Niagara Development Corporation is using Instant Input to share information and solicit feedback on 18 projects in downtown Niagara Falls, New York. The Instant Input user base in Niagara Falls is growing swiftly, in part driven by the 11 QR code sidewalk stickers that USA Niagara placed at specific sites to attract interest and generate input from the public.

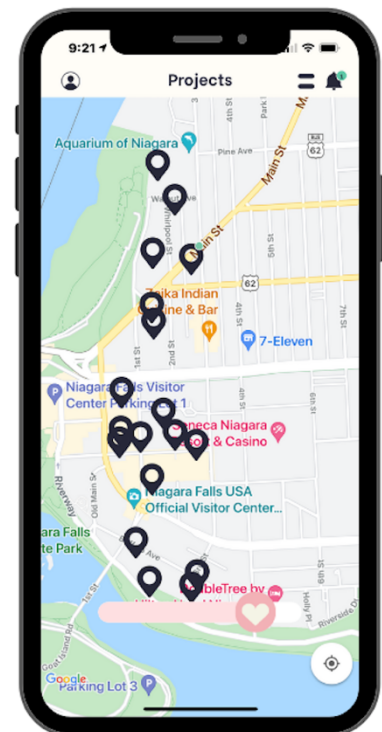


Figure 1 Instant Input Projects in Niagara Falls, NY

Watkins Glen, New York is using Instant Input to conduct public engagement on several DRI Round Two implementation projects: (1) Gateway and Wayfinding Signage, (2) East 4<sup>th</sup> Street Improvements and (3) Lafayette Park Upgrade. Watkins Glen will share the project schedule, post renderings and include a short survey to solicit feedback on proposed designs.

I'm confident in Instant Input's potential to increase exposure to Village projects and provide an accessible and economical way for the public to provide input and stay up to date. We hope to have the opportunity to work with the Village to improve the connection between your administration and its stakeholders. If you or any member of your team would like to discuss this opportunity further, please contact me at [tanya@highland-planning.com](mailto:tanya@highland-planning.com), 585-315-1834, or [schedule it here](#).

Sincerely,



Tanya Mooza Zwahlen AICP  
Principal and Owner

Enclosure: Instant Input Overview  
Draft 2021-2022 Subscription Agreement

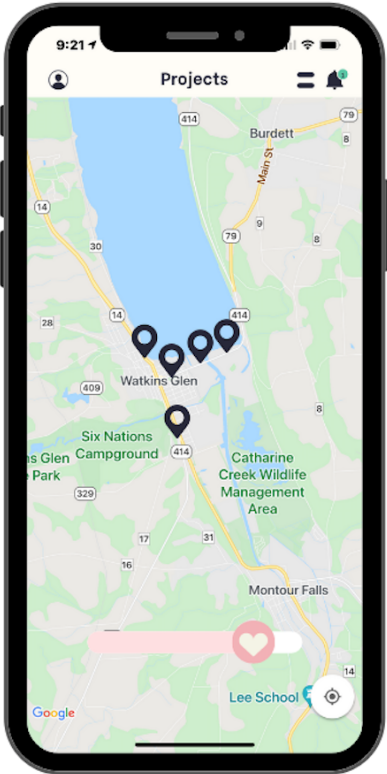


Figure 2 Instant Input Projects in Watkins Glen, NY



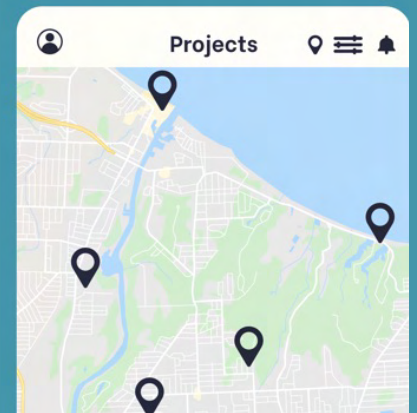
# Growing Public Engagement Like it's 2021

Psst...Public Decision Makers, this is for you.

## Background

Born from the woman-owned city planning consultancy, Highland Planning, Instant Input has arrived. With two decades of public engagement expertise, our team recognized the need for a new solution to build relationships and get quick feedback at a reasonable cost. Highland Planning conceived, workshopped, and built the **Instant Input platform** for decision makers and stakeholders with the goal of building relationships and getting feedback to **move projects forward quickly**.

Engage your community members on projects they care about, quickly and easily. Build relationships with citizens, get quick feedback and move your projects forward. With Instant Input, community input is easy to come by, even on your smallest projects.



## Getting Started is Easy, Affordable & Efficient



### Create Projects Profiles

No more waiting for a public meeting to roll around or for your IT department to upload a doc to your agency website—reach people as soon as you have information.



### Receive Feedback

This tool is designed so every citizen can have a voice. With simple surveys, notifications and fast sharing to social media, Instant Input increases your agency reach.



### Move Your Project Forward

No matter the project size, you can make decisions confidently with the input of the community you serve efficiently and affordably.

## Instant Input Subscriber Dashboard



### Instant Input is for decision makers...

- Private Development
- Municipal Government
- Engineering
- Transit
- Consulting
- Housing
- Park & Public Land
- Bicycle & Pedestrian
- Increase your transparency
- Spend less to engage with more people
- Connect with a wider, younger demographic
- Notify your users instantaneously of updates
- Build a user base as you add projects
- Reduce outrage, opposition and social media madness

### Increase Engagement By Meeting People Where They Are

85% of Americans have a smartphone (Pew, 2021). More Americans have smartphones than internet access at home (Pew, 2021).



Learn more by contacting [hello@instantinput.co](mailto:hello@instantinput.co)

[instantinput.co](https://www.instantinput.co)



# Instant Input™ Software Subscription Order Form

Customer Name: Village of Pittsford, NY # of Projects: Unlimited Term: September 1, 2021-August 31, 2022

## Subscription

This Software Subscription Order Form (the “**Order**”) is by and between Customer set forth above and Highland Planning LLC (“**Highland Planning**”). This Order is effective on the date of the last date on the signature block below (the “**Effective Date**”). Customer is purchasing a subscription for the Services indicated below (the “**Subscription**”). The Subscription will begin on the Effective Date and continue until May 31, 2022). (the “**Initial Term**”).

## Services (select all that apply)

Instant Input™ Software/Mobile Application

Subscription Fees: The Total Payable Fees are listed below and are due prior to accessing the Services.

# of Projects and Term	Total Payable Fees
Unlimited	\$6,250

## Primary Business Contact


## Primary Finance Contact

Name: Mayor Alysa Plummer  
 Address: Village of Pittsford 21 North Main Street Pittsford, NY 14534  
 Phone: 585-586-4332  
 Email: mayorplummer@villageofpittsford.com

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

As authorized signers for their respective organizations the undersigned agree to the Subscription information, billing, payment and other terms and conditions of this Order and agree to the terms and conditions set forth on the attached Exhibit A (the “**Terms and Conditions**”), that govern this Order and the Services ordered hereby. By signing this Order, Customer agrees and accepts the Terms and Conditions.

### Highland Planning LLC:

Signature:   
 Name: Tanya Zwahlen  
 Title: Principal and Owner, Highland Planning  
 Date: 8/4/21

### Customer:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A**

**Instant Input™ Software Terms and Conditions**

By signing an Instant Input™ Software Subscription Order Form (the “**Order**”), [ \_\_\_\_\_ ] (“**Customer**”) and Highland Planning, LLC (“**Highland Planning**”) agree to and accept these Instant Input™ Terms and Conditions (together with the Order, the “**Agreement**”), and together such documents constitute the entire agreement between Highland Planning and Customer and exclusively governs Customer’s use of Highland Planning’s goods and services subscribed for by such Customer in the Order.

1) **Initial Term.** The initial term of Customer’s subscription will be as set forth in the Order (the “**Initial Term**”). Customer’s subscription will renew at the end of the Initial Term and each subsequent term (each a “**Renewal Term**” and, the Initial Term together with all Renewal Terms, the “**Term**”), only upon mutual written consent.

2) **Product Description.** The products and services ordered by Customer are as set forth in the Order (collectively, the “**Services**”).

3) **Payment Terms.** Highland Planning will invoice Customer for the fee set on the Order (the “**Fee**”) at the time of signing. Customer shall pay the Fee net thirty (30)-days from the invoice date. All fees are expressed in U.S. dollars and include no taxes unless a separate line item is added for taxes on the invoice. If Customer is a tax-exempt organization, Highland Planning requires a tax-exempt certificate at the time of execution of this Agreement in order to exclude any applicable taxes from Customer’s invoice. Overdue payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law. Customer will not have access to the Services until payment is made in full.

4) **License Grant.** Highland Planning grants, and Customer accepts, a license to use and access the Services and any proprietary data licensed by or made available to Customer via on-line software by Highland Planning, including without limitation the data and information made available through the Services (collectively, the “**Highland Planning Data**”), and all updates, upgrades and improvements released generally by Highland Planning during the Term. This license is limited, worldwide, nonexclusive, non-transferable, non-sublicensable and subject to this Agreement (including, without limitation, **Section 6** below).

5) **Accounts; Authorized Users.** Customer will receive the number of Instant Input™ projects (each, a “**Project**” and collectively, the “**Projects**”) indicated on the Order and will receive one account (the “**Account**”). The Account will have one password that will permit Customer to access Instant Input™ and to upload content subject to the terms of this Agreement. Instant Input™ and the related Highland Planning Data may be used only by Customer’s directors, officers, consultants, employees and onsite contractors given the Account password by Customer (“**Users**”). Customer agrees to provide Highland Planning with the names of all Users upon Highland Planning’s request. Customer acknowledges that Highland Planning may monitor Customer’s use of the Services to ensure that it remains in compliance with this Agreement for the duration of the Term. Customer shall be responsible for all actions of a User with respect to any of the Services and any breach by a User of this Agreement shall constitute a breach by Customer. For purposes hereof, “**Employees**” includes full-time, part-time and union employees.

**6) Restrictions; Right to Modify.**

(a) Users may access the Services and Highland Planning Data only in connection with the internal operations of Customer’s business. Users may not: (i) reverse engineer, decompile or disassemble Highland Planning Data, any software, code or any of their respective elements or any other Highland Planning intellectual property related to the Services (collectively, the “**Instant Input™ IP**”); (ii) copy, alter, modify, adapt, translate or create derivative works from Instant Input™ IP or any portion of thereof; (iii) make any of the Services or Instant Input™ IP available for third-party use; or (iv) remove or alter any copyright, trademark or other proprietary notices from Instant Input™ IP.

(b) Customer will not (i) make any Service, Instant Input™ IP, or Highland Planning Data available to, or use any Service, Instant Input™ IP, or Highland Planning Data for the benefit of, anyone other than Customer or Users, (ii) sell, resell, license, sublicense, distribute, rent or lease any Service, Instant Input™ IP, or Highland Planning Data, or include any Service, Instant Input™ IP, or Highland Planning Data in a service bureau or outsourcing offering, (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Service to store or transmit malicious code, (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (vi) attempt to gain unauthorized access to any Service, Instant Input™ IP, or Highland Planning Data or its related systems or networks, (vii) permit direct or indirect access to or use of any Service, Instant Input™ IP, or Highland Planning Data in a way that circumvents a contractual usage limit, (viii) copy a Service, Instant Input™ IP, or any part, feature, function or user interface thereof, (ix) copy Highland Planning Data, except as permitted herein or in an Order Form or the Documentation, (x) frame or mirror any part of any Service, Instant Input™ IP, or Highland Planning Data, (xi) access any Service, Instant Input™ IP, or Highland Planning Data in order to build a competitive product or service, or (xii) reverse engineer the Service or Instant Input™ IP (to the extent such restriction is permitted by law).

(c) Highland Planning is constantly working to improve the quality of the Services and modifies the Services from time to time, including adding or deleting features and functions, in an effort to improve the user’s experience. Nothing in this Agreement shall prohibit Highland Planning from making such changes to the Services, provided that no such change to the Services shall materially reduce the functionality of the Services provided to Customer during the Term.

7) **Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of any information uploaded or otherwise related to the Projects (“**Customer Data**”) and the means by which Customer

## Instant Input™ Software Subscription Order Form

acquires such Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, Instant Input™ IP, and Highland Planning Data, and notify Highland Planning promptly of any such unauthorized access or use, (d) use Services, Instant Input™ IP, and Content only in accordance with this Agreement and applicable laws and government regulations, (e) comply with terms of service of Instant Input™, and (f) be solely responsible for any Customer Data and all access to the Service, Instant Input™ IP and Highland Planning Data and all results, data and materials from any use of the Service.

**8) Termination.** Either party may terminate this Agreement before the end of the Initial Term or any subsequent Renewal Term only if the other party has breached a material term of the Agreement, and the breaching party has failed to remedy such breach within thirty (30) calendar days following written notice from the non-breaching party. If Highland Planning commits a material breach and Customer terminates the Agreement as a result of such material breach, Highland Planning will refund an amount equal to the Fees paid pro-rata for time remaining less the value of any Services used. Upon any termination of this Agreement, Customer shall immediately cease all use of the Services, Instant Input™ IP and Highland Planning Data and Highland Planning shall revoke all passwords and access to the Services. In addition, if Customer fails to make any payment hereunder, Highland Planning may immediately suspend Customer's access to the Services; such suspension will not modify the terms and conditions set forth in this Agreement. Notwithstanding the right to terminate this Agreement, Highland Planning may immediately suspend or otherwise deny Customer's, any User's, or any other third party access to or use of all or any part of the Services, Instant Input™ IP or Highland Planning Data, without incurring any resulting obligation or liability, if (a) Highland Planning receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Highland Planning to do so; or (b) Highland Planning believes, in its good faith and reasonable discretion, that: (i) Customer or any User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement, or (ii) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities.

### 9) Warranties.

(a) Each party represents and warrants to the other party that (i) it has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (ii) the performance, execution and delivery of this Agreement does not violate any of such party's agreements, organizational documents or obligations or any applicable law.

(b) Customer represents and warrants to Highland Planning that the Customer Data and its use in connection with the Services does not and will not violate the intellectual property rights of any third party or any applicable law (including, without limitation, data security laws). Highland Planning warrants that the Services will materially conform to the descriptions of the Services provided by Highland Planning for such services, provided that such Services are used by Customer in the manner intended and as authorized by this Agreement, and further provided that Highland Planning makes no warranties regarding performance or conformance to such specifications if used by Customer in a manner other than as intended and as authorized by this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS **SECTION 9** ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS OF QUALITY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HIGHLAND PLANNING DOES NOT WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS, OR TIMELINESS OF THE SERVICES, INSTANT INPUT™ IP, THE HIGHLAND PLANNING DATA OR ANY OTHER DATA PROVIDED BY USERS OF THE INSTANT INPUT™ SOFTWARE. To the extent any warranty claim is not waived, Highland Planning's sole and exclusive obligation for warranty claims shall be, at Highland Planning's option, to make the Services operate as warranted, or if Highland Planning is unable to do so, to terminate the Agreement and return the Fee actually paid by Customer.

**10) Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6, 11, 12, 13 AND 14, IN NO EVENT WILL THE LIABILITY OF HIGHLAND PLANNING FOR DIRECT DAMAGES EXCEED THE TOTAL ANNUAL FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION TERM TO WHICH THE CLAIM RELATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6, 11, 12, 13 AND 14, IN NO EVENT WILL HIGHLAND PLANNING HAVE ANY LIABILITY IN CONTRACT, TORT, OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, REVENUE OR DATA) OR PUNITIVE DAMAGES ARISING OUT OF ANY PROVISION OF THIS AGREEMENT, EVEN IF HIGHLAND PLANNING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HIGHLAND PLANNING HAVE ANY LIABILITY FOR CLAIMS RELATING TO BUSINESS DECISIONS MADE BY CUSTOMER IN RELIANCE UPON ANY OF THE SERVICES OR ANY DATA UPLOADED BY CUSTOMER OR USERS OF THE INSTANT INPUT™ SOFTWARE.

**11) Intellectual Property Ownership.** Customer understands and agrees that the Instant Input™ IP is the property of Highland Planning and is protected by United States and international intellectual property laws and treaties. Highland Planning retains all right, title and interest in the Instant Input™ IP. Except as otherwise expressly granted in this Agreement, no license, right or interest in any Instant Input™ IP is granted hereunder. The Services and any modifications to the Services (including without limitation any inventions, creations, and improvements conceived) made or provided by Highland Planning pursuant to the Agreement, whether alone or with any contribution from Customer or its personnel, are Highland Planning intellectual property. To the extent Customer or its personnel may acquire any right or interest therein by operation of law, Customer irrevocably assigns all such right and interest exclusively to Highland Planning.

**12) Privacy Policy; Terms of Use; Data Collection.** By using the Services, you agree to be bound by and your use of the Services is subject to the Highland Planning Privacy Policy and the Highland Planning Terms and Conditions of Use. Highland Planning may collect several types of information from and about Customer, including Personally Identifiable Information (as defined in the Highland Planning Privacy Policy). Highland Planning may collection certain non-personally identifiable information about Customer's or a User's use of the Services, including, without limitation, statistics relating to the use of the Services, performance metrics relating to the Services and engagement. This information collected

## Instant Input™ Software Subscription Order Form

will be sent to Highland Planning and used without restriction. Highland Planning may also collect information about the use of the Services to ensure compliance with this Agreement.

**13) Indemnification by Highland Planning.** Highland Planning will defend, indemnify, and hold harmless Customer against all liabilities, damages, losses, claims and expenses, including reasonable attorneys' fees, incurred by Customer that arise from any third-party claim alleging that the Services, the Instant Input™ IP or the Highland Planning Data (collectively, the "**Indemnified Products**") infringes the United States copyright, trademark, or service mark rights of any third party (an "**Indemnified Claim**"), if Customer: (a) has used the Indemnified Products in full compliance with this Agreement; (b) promptly notifies Highland Planning of the claim; (c) allows Highland Planning to have sole control of the defense and settlement of an Indemnified Claim (though Customer may participate in its own defense at its own expense); and (d) provides Highland Planning with the authority, information and assistance that Highland Planning deems reasonably necessary for the defense and settlement of the claim. Customer shall not consent to any judgment or decree or do any other act in compromise of any such claim without first obtaining Highland Planning's written consent. Highland Planning may terminate the license for the infringing product and refund the Fee paid by Customer for the subscription year in which the termination occurs. The indemnity set forth in this **Section 13** shall be Customer's sole and exclusive remedy for any intellectual property infringement claim arising out of Customer's use of the Services.

**14) Indemnification by Customer.** Customer will defend, indemnify, and hold harmless Highland Planning against all liabilities, damages, losses, claims and expenses, including reasonable attorneys' fees, incurred by Highland Planning that arise from any third-party claim relating to the Customer Data.

**16) Miscellaneous.** Neither party will assign the Agreement without the other's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, except that Highland Planning may assign this Agreement to an affiliate or to a successor to all or substantially all of its business or assets (whether through merger, stock sale, asset sale or other transaction) without consent. This Agreement, when executed, shall comprise the entire agreement between Customer and Highland Planning with respect to the subject matter hereof, and shall supersede all preceding agreements and proposals, whether oral, written, or otherwise that relate to the Services and products ordered in an Order. The Agreement and all of its provisions may not be amended or waived unless agreed upon by the parties hereto. Terms and conditions of this Agreement are severable. If any provision is deemed illegal or unenforceable, all other provisions will remain in effect. This Agreement may be executed in counterparts. A facsimile or PDF of a signed copy of this Agreement or other electronic signature received from Customer may be relied upon as an original. Neither Highland Planning nor Customer shall be responsible for delays or performance failures, other than Customer's payment obligations hereunder, that are caused from events that are beyond their reasonable control and without its fault or negligence, including, without limitation, acts of God, nature, riots, acts of war, fire or earthquake. This Agreement shall be governed and construed under the laws of the State of New York, as if performed exclusively in New York by New York residents. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts located in Monroe County, New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement and agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal and state courts located in Monroe County, New York and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. All required notices will be delivered by reputable overnight delivery service and by e-mail to the addresses set forth in the Order. Customer agrees to allow disclosure by Highland Planning in one or more press releases, and in related discussions with Highland Planning's customers, prospective customers, and users of Customer's license and intended use of the Services, and to permit inclusion of Customer and Customer's logo on Highland Planning's customer lists and sales materials. Section(s) 6, 10-14 and 16 will survive any termination of this Agreement. This Agreement is limited to the terms and conditions contained herein. Any additional or different terms proposed by Customer in any purchase order, quotation, acknowledgment (or other form of agreement) or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void, unless such agreement or other document is signed by an authorized officer of Highland Planning and Customer and expressly states that it is amendment to this Agreement. If Customer hereunder is the U.S. Government or any agency or department thereof, the Government agrees the Services, Instant Input™ IP, Highland Planning Data and other Highland Planning products, and the documentation are licensed hereunder (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement. The Services, Instant Input™ IP, Highland Planning Data and other Highland Planning products and all accompanying documentation are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. If this Agreement fails to meet the Government's minimum needs or is inconsistent with Federal procurement law, the Government agrees to notify Highland Planning. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

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