

VILLAGE OF PITTSFORD

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Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Meeting December 13, 2016, 7:00 PM

Tentative Agenda

Board Member - Conflict of Interest Disclosure

Meeting Items

1. Non-Municipal Permit - Pittsford Public Menorah Celebration
2. Acceptance of Monroe Tractor Settlement Proposal
3. Purchase of a Toolcat
4. 7:30 PM Public Hearing - for a Special Permit expansion Simply Crepes
5. Zombie / Property Maintenance
6. Discussion on B-1A Residential Permitted Use
7. Stonegate Sewer System
8. Special Permit Moratorium
9. Comprehensive Plan Committee
10. Member Items

Department Reports

1. DPW Report
2. Building Inspector Report
3. Village Attorney
4. Treasurer's / Village Clerk Report
5. Minutes

Executive Session

Next Scheduled Meeting – January 10, 2017

*Subject To Change without Notice

Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 1

Non-Municipal Use Permit

- Pittsford Public Menorah Celebration

Village Clerk

From: Building Inspector
Sent: Wednesday, December 07, 2016 8:49 AM
To: Village Clerk
Cc: Building Inspector
Subject: FW: Pittsford Public Menorah

Dorothea

This is for a Non-municipal application at the Trustees meeting Tuesday the 13th.

Floyd

From: Yitzi Hein [mailto:yhein@jewishpittsford.com]
Sent: Tuesday, December 06, 2016 3:34 PM
To: Building Inspector
Subject: Pittsford Public Menorah

Hi Floyd,

Nice speaking to you! Per our conversation - I am emailing you regarding the Pittsford Public Menorah Celebration.

It is an annual tradition for the past 9 years to have a gathering one of the nights of Chanukah where we gather by the Public Menorah (at 4 corners). We sing some songs, some town and village officials speak, we give out some goodies and finish with lighting the menorah.

About 50-85 people usually come.

This year, we are having it on Dec. 26 5:30-6pm (after that we host a party at the library fisher room from 6-7pm).

Please advise which language you would like on the insurance certificate and who I should inform (police and fire station) and if there is anything else.

Please let me know if you have any other questions.

Thank you,
Rabbi Hein

Rabbi Yitzi Hein
Co-Director of Chabad of Pittsford
585.340.7545
www.JewishPittsford.com



Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 2

Acceptance of Monroe Tractor
Settlement Proposal

Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 3

Purchase of a Toolcat

Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 4

7:30 PM Public Hearing – For a special permit expansion
Simply Crepes



7 Schoen Place

Pittsford, New York 14534

585 383 8310

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

December 5, 2016

Re: Simply Crêpes is proposing an expansion of its current Special Use Permit.

Dear Planning Board Members,

Background

In April 2003, Simply Crêpes entered into a lease agreement with Ted Collins Properties to lease approximately 1,000 sq. ft. in the lower level of 7 Schoen Place. From April 29, 2003, Simply Crêpes utilized this space as an “industrial prep kitchen” to produce basic recipes for food served at remote locations. The industrial prep kitchen has been updated/maintained over the years and continues to be used today by Simply Crêpes for producing crepe mix sold at retail, as well as, recipes for catered events and for the Pittsford, Canandaigua and Raleigh restaurants.

Since early 2003, Simply Crêpes successfully operated food service stations in a variety of Rochester locations including Frontier Field, local festivals, private catered events, Monroe Community College, Rochester Public Library and Sahlen Stadium. In 2010, Simply Crêpes made a strategic decision to focus all of its attention on full service restaurants, catering and retail products associated with making crepes at home. Additionally, in early 2015, Simply Crêpes further defined its mission to serve more fresh, “farm to table”, “made from scratch” products and to expand its support of local wineries, breweries, farmers and other local producers. Bottom line, Simply Crêpes expects to source locally and or make from scratch 95% of the items served in its restaurants. As a result, the vast majority of revenue generated will be spent in the local economy!

In early October, Simply Crêpes entered into an agreement with **Soul Juicin.com** (*a local business based in Victor, NY*) to sell Fresh Cold Pressed juice in its Rochester area restaurants. The **Cold Pressed** juice is produced by Lynne Stewart, Founder/Owner-Soul Juicin’. The juice produced by this process is fresh and never pasteurized. As a result, the juice retains all the natural vitamins, nutrients and anti-oxidants thereby making this product very wholesome and healthy. The agreement with Soul Juicin is fully in line with our strategy to serve fresh, “made from scratch” products. Simply Crêpes has begun selling the juice product in its Pittsford restaurant a few weeks ago and is expecting to sell the fresh made juice in our Canandaigua location soon.

The **Cold Pressed manufacturing operation** consists of a specialized 800 lb. hydraulic press (see Exhibit 1) used to squeeze juice from a variety of fruit and vegetables and a few refrigerators to store raw materials and finished product. The manufacturing process includes several cleaning steps prior to juicing which is facilitated by using vegetable prep sinks (exhibit 2). Because of the product’s short shelf life, Simply Crêpes has made arrangements to enable Soul Juicin to relocate its retail and manufacturing operations to the Simply Crêpes industrial Prep Kitchen. The existing industrial prep kitchen is fully equipped with NYS and Monroe County Department of Health required vegetable prep sink, 3 bay sinks (exhibit 3), hand wash sink (exhibit 4), ice maker (exhibit 5), refrigerators (exhibit 6) and bathroom. The proximity to our Schoen Place restaurant and our internal “Pittsford to Canandaigua” delivery service streamlines the process of getting fresh juice to our customers.

While the Simply Crêpes business is a good outlet for Soul Juicin, it already has a good following of customers who previously purchased the fresh made juice. Additionally the relationship with Soul Juicin is very positive for Simply Crêpes in that Lynne has agreed to promote Simply Crêpes Café and our Catering business when she is meeting with customers at Schoen Place and when she is promoting her products at offsite locations. Bottom line this relationship will be good for Simply Crêpes Café, Soul Juicin, our employees and this community because both parties stand to be stronger businesses!

Unfortunately, the current Schoen Place restaurant layout will not easily accommodate suitable retail space to adequately display and promote the juice product and some of our expanded home crepe making kits. As a result, Simply Crêpes is seeking Village Board approval to expand the existing Special Use Permit allowing it to sell, Soul Juicin Cold Pressed Juice, Crepe Mix, Simply Crepes Crepe Making Kits and other Crepe related products in the space currently used as an industrial prep kitchen (exhibits 7-9).

The Space was recently renovated...

The space was recently renovated with a fresh coat of paint on the walls and floors. Additionally a new acoustic drop ceiling and fluorescent lighting was added creating a brightly lit industrial/retail space. The space has been used as an industrial prep kitchen since Simply Crêpes originally obtained its Special Use Permit, in 2003. With it fresh clean look we are proposing that the space now doubles as a working industrial prep kitchen AND retail outlet.

The Site Plan...

The Industrial prep kitchen and Retail outlet is located in the rear lower level of 7 Schoen Place (exhibit 10)

The Floor Plan...

The floor plan (exhibit 11) consists of approximately 1,000 square feet. The rooms include; a mechanical room, a bathroom for use by Simply Crêpes and Soul Juicin employees, and a sink room for washing vegetables, dish ware, food processing equipment, and hands. The remainder of the space is a large multi-purpose space for storage of containers, dry goods, pressing juice, mixing dry crepe mix, and assembly tables for finishing various packaged juices, crepe mix and large catering orders.

Customer Access and Parking...

Customer entrance (exhibit 12) will be located in the rear of the building, using an existing industrial 6' double door. Ample parking exists approximately 40 spaces (exhibit 13) immediately to the rear of the building and as a tenant of Ted Collins Properties an additional 60+ parking spaces are available next to Coal Tower and next to Aladdin's.

We appreciate your comments and favorable ruling on this request.

Best regards,
Pierre

Pierre Heroux | COO/CFO | P: 585.314.5437 | E: pierre@simplycrepes.com | www.simplycrepes.com
Pittsford, NY - Canandaigua, NY - Raleigh, NC



A full service, "polished casual" restaurant serving breakfast, lunch, dinner and dessert. Beer, wine, specialty coffees & frozen drinks, served year round! We take the mystery out of crepes by fusing a French Canadian crepe, family traditions and American classics. Catering options include box lunches, party platters and customized on site chef solutions to enjoy at your office or home!
Bon Appetite!

Cc: Edward Collins, Lynne Stewart, Karen Heroux

Exhibit 1 – Hydraulic cold Juice press



Exhibit 2 – Vegetable prep sink



Exhibit 3 – Three Bay Sink



Exhibit 4 – Hand Wash Sink



Exhibit 5 – Ice Maker



Exhibit 6 – Refrigerators



Exhibit 7 – Simply Crêpes retail shelf



Exhibit 8 - Soul Juicin retail cooler



Exhibit 9 – Soul Juicin Tasting counter



Exhibit 10 – 7 Schoen Place (courtesy Google Earth)

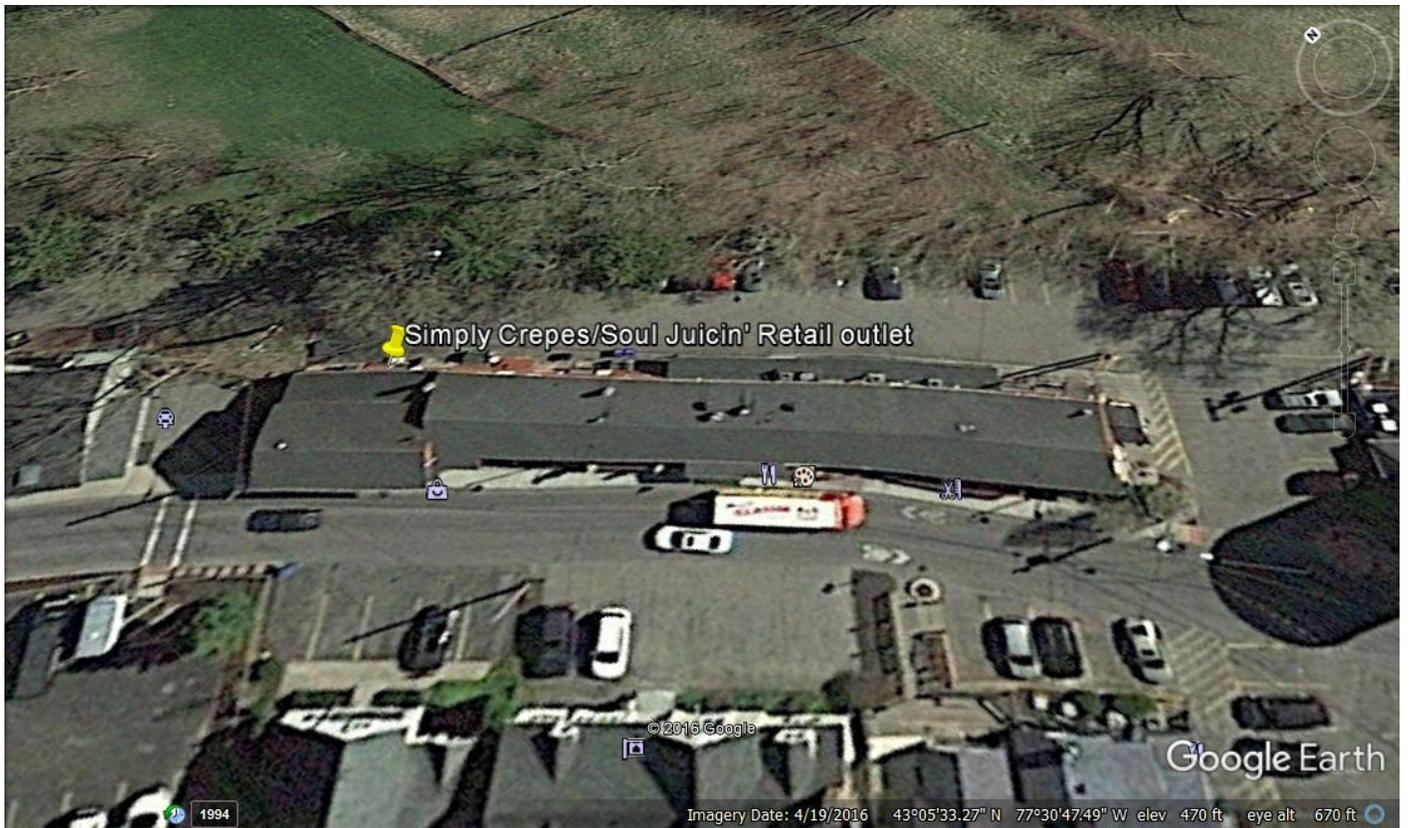


Exhibit 11 – Floor Plan

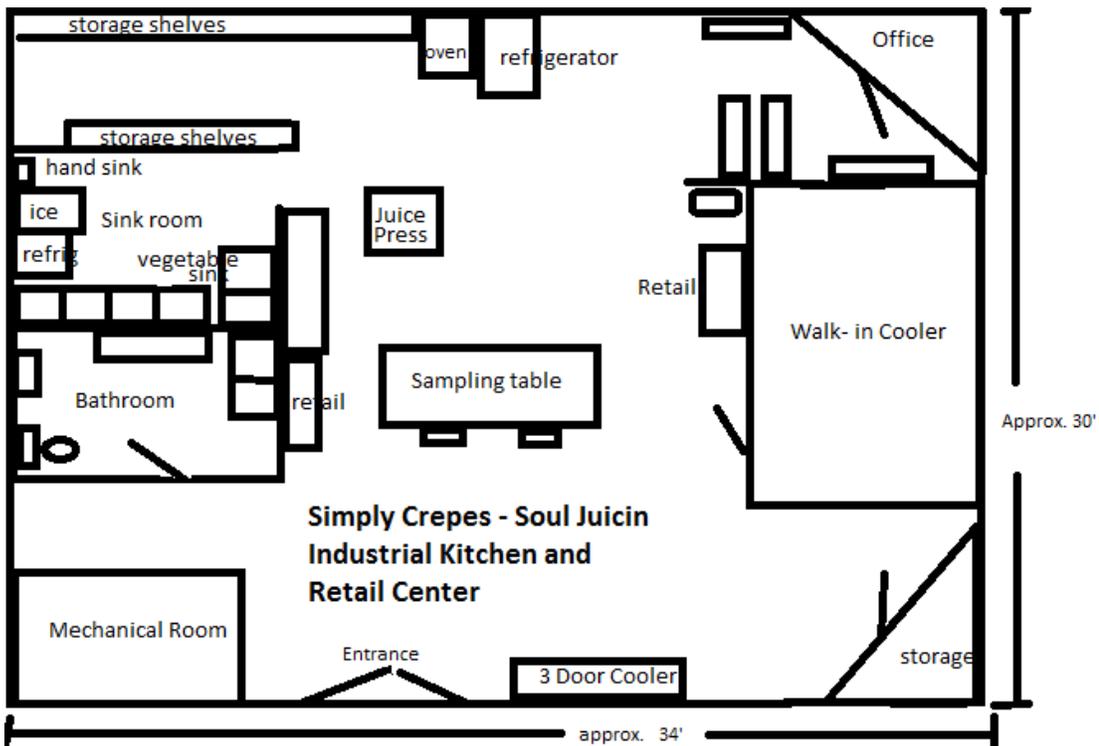
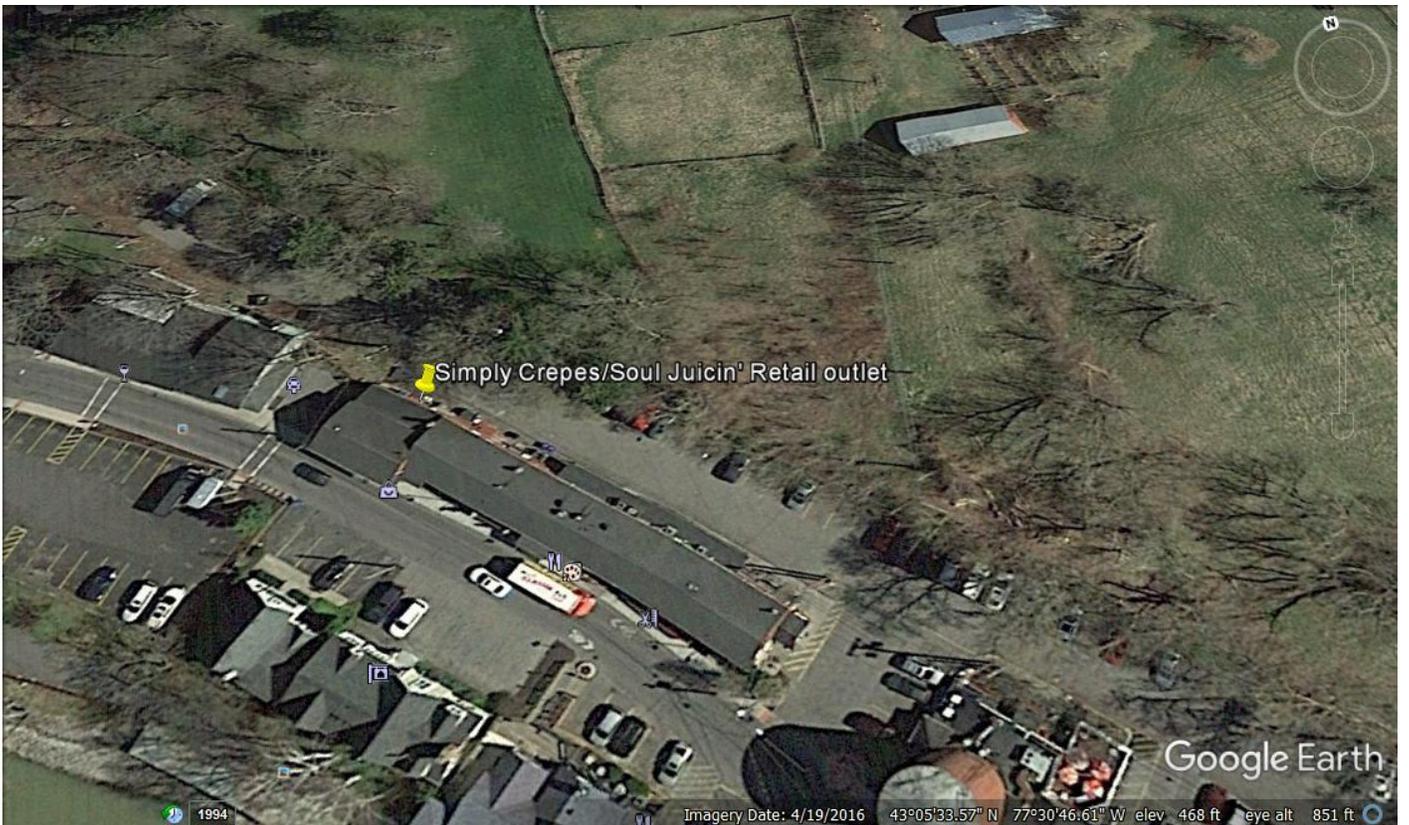


Exhibit 12 – Simply Crêpes/Soul Juicin Retail Center Customer Entrance



Exhibit 13 – Parking spaces



Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 5

Zombie / Property Maintenance

Village of Pittsford
Vacant and Defaulted Mortgage Property Registry
Draft Code Amendment
November 15, 2016

Chapter 81: VACANT AND DEFAULTED MORTGAGE PROPERTY REGISTRY

§ 81-1 Purpose and Intent.

The purpose and intent of this chapter is to prevent the deterioration and decline in value of the Village of Pittsford neighborhoods; deterioration of individual residences; and/or the deterioration or loss of significant architectural features caused by neglected vacant properties and properties with defaulted mortgages located within the Village. It is also the purpose of this section to identify, regulate, limit and reduce the number of these properties located within the Village. It is the further intent of this chapter to establish a registration requirement as a mechanism to protect neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, lack of adequate maintenance, and security and will provide a method to expeditiously identify multiple parties and their contact person(s) for each property responsible for this protection.

§ 81-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

Registrable Property

Any real property located in the Village that is vacant as defined herein, and any real property located in the Village, whether vacant or occupied, that is encumbered by a mortgage in default, is subject to an ongoing foreclosure action by the Mortgagee or Trustee, is subject to an application for a tax deed or pending tax assessor's lien sale, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "default/foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed and any default on the mortgage has been cured.

Accessible Property/Structure

A property that is accessible through a comprised/breached gate, fence, wall, etc., or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Annual Registration

Twelve (12) months from the date of the first action that required registration, as determined by the Village, or its designee, and every subsequent 12 months. The date of the initial registration may be different than the date of the first action that required registration.

Applicable Codes

Includes, but is not limited to, the Village's Zoning Code, the Village's Property Maintenance Code, and the New York State Fire Prevention and Building Codes, as currently in effect and hereafter amended from time to time.

Blighted Property

Properties that have broken or severely damaged windows, non functional stormwater disposal systems, doors, walls, roofs or other architectural features which create hazardous conditions and encourage trespassing; or properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or properties cited for a public nuisance; or properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or properties where neglected maintenance and/or deterioration poses a threat the structure or its significant architectural features, or violate minimum health and safety standards or lacks maintenance as required by the applicable codes.

Enforcement Officer

Shall include the Building Inspector and all certified code enforcement officials.

Default

When a mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Evidence of Vacancy

Any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles auto parts or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail, or statements by neighbors, passers-by, delivery agents or government agents; or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure

The legal process by which a mortgagee, or other lien holder, terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. This definition shall include, but is not limited to, public notice of default, a deed-in-lieu of foreclosure, sale to the mortgagee or lien holder, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by

Certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Local Property Management Company

A property manager; property management company or similar entity responsible for the maintenance and security of registrable real property within 20 driving miles of the Village limits. Upon review of credentials the Village, or its designee, may allow a non-local property manager to be listed.

Mortgagee

The creditor, including but not limited to, trustees; mortgage service companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement.

Owner

Any person, firm, corporation or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter.

Property Management Company

A local property manager, property maintenance company or similar entity responsible for the maintenance of registrable real property.

Real Property

Any improved residential or commercial land, buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village limits. Developed lots are considered improved land.

Rental Property

Property that contains a single-family rental dwelling unit or multi-family rental dwelling units for use by residential tenants including but not limited to the following: mobile homes, mobile home spaces, Village homes and condominium unit(s). A rental dwelling unit includes property that is provided to an individual or entity for residential purposes upon payment of rent or any other consideration in lieu of rent, regardless of relationship between lessor and lessee.

Vacant

Any parcel of land in the Village that contains any building or structure that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "Evidence of Vacancy" above which is without lawful tenant, or lawful occupant or without a certificate of occupancy.

§81-3 Applicability.

These sections shall be considered cumulative and not superseding or subject to any other law or provision for same, but rather be an additional remedy available to the Village above and beyond any other State, County, or Village provisions for same.

§ 81-4 Establishment of Registry.

Pursuant to the provisions of this chapter, the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this chapter.

§ 81-5 Registration of Vacant and/or Defaulted Mortgage Real Property.

- A. Any owner of any vacant residential structure located within the Village shall, within forty-five (45) days of the structure becoming vacant, register said residential structure with the Office of the Building Inspector, or its designee, on forms or other manner as directed. A separate registration is required for each vacant residential structure.
- B. Any mortgagee who holds a mortgage on real property located within the Village shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The Mortgagee shall, within ten (10) days of the inspection, register the property with the Office of the Building Inspector, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.
- C. Registration pursuant to § 81-5(A) shall contain the name, direct mailing address, telephone number, and any e-mail address for the owner of the vacant residential structure. Registration pursuant to § 81-5(8) shall contain the name, direct mailing address, a direct contact name, telephone number, and e-mail address for the Mortgagee/Trustee, and the Servicer, and the name and twenty-four (24) hour contact phone number of the local property management company responsible for the security and maintenance of the property who has the authority to make decisions concerning the abatement of nuisance conditions at the property, as well as any expenditure in connection therewith.
- D. Owners or mortgagees who have existing registrable property on the effective date of this ordinance have thirty (30) calendar days from the effective date to register the property with the Office of the Building Inspector, or its designee, on forms or other manner as directed. A separate registration is required for each registrable property.
- E. If the mortgage on a registrable property is sold or transferred, the new Mortgagee is subject to all the terms of this chapter and within five (5) days of the transfer shall register the property and pay a registration fee in accordance with this chapter. Any previous unpaid annual registration fees are the responsibility of the new Mortgagee

or Trustee and are due and payable with their initial registration.

- F. If the Mortgagee owner of a foreclosed real property sells or transfers the property to a non-arm's length related person or entity, the transferee is subject to all the terms of this chapter and within five (5) days of the transfer register the property and pay a registration fee in accordance with this chapter. Any previous unpaid annual registration fees are the responsibility of the new Registrable property owner and are due and payable with their initial registration.
- G. As long as the property is Registrable it shall be inspected by the owner, mortgagee, or designee, monthly. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- H. A non-refundable annual registration fee established by resolution by the Village Board, shall accompany each registration pursuant to this section.
- I. All registration fees must be paid directly from the mortgagee, trustee, servicer, or owner. Third party registration fees are not allowed without the consent of the Village and/or its authorized designee.
- J. Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they are registerable.
- K. Until the mortgage or lien on the property in question is satisfied, or legally discharged, the desire to no longer pursue foreclosure, the filing of a dismissal of liens and/or summary of final judgment and/or certificate of title, voluntary or otherwise, does not exempt any mortgagee holding the defaulted mortgage, from all the requirements of this article as long as the borrower is in default.
- L. Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.
- M. Failure of an owner or mortgagee to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this article is a violation of this chapter and shall be subject to enforcement and any resulting monetary penalties.
- N. Pursuant to any administrative or judicial finding and determination that any property is in violation of this chapter, the Village may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.

§ 81-6 Maintenance Requirements.

Properties subject to this chapter shall, at all times, comply with all provisions of the Village's Property Maintenance Code and all other applicable codes.

§ 81-7 Maintenance Secured Upon Commencement of Foreclosure Action.

Any mortgagee who commences a foreclosure action against a residential property located in the Village shall, in addition to all other requirements of this chapter, provide cash, a cash bond, or a letter of credit to the Village acceptable to the Building Inspector or his/her designee, in the sum of Ten Thousand Dollars (\$10,000.00), to secure the continued maintenance of the property throughout the foreclosure proceeding and reimburse the Village for any expenses incurred in inspecting, securing, repairing and/or making said property safe by any legal means, including but not limited to, demolition. The cash, cash bond, or letter of credit must be provided to the Village within forty-five (45) days of a foreclosure action being commenced. The \$10,000.00 cash, cash bond, or letter of credit provided to the Village shall remain valid for a period of one year from the date of said cash, cash bond, or letter of credit being provided. A person, business, organization, bank or lender who has commenced a foreclosure action shall, thereafter, annually provide the Village with cash, a cash bond, or a revised letter of credit in an amount that will cause the total sum being held by the Village to equal \$10,000.00. Such renewal shall be submitted prior the expiration of the one year period and shall continue annually until the foreclosure action is no longer pending and the structure that is the subject of the foreclosure action is being lawfully occupied for residential purposes. At such time, all sums being held by the Village under this section will be released to the mortgagee that provided the cash, cash bond, or letter of credit.

§ 81-8 Administration, Enforcement and Penalties.

- A. This chapter shall be administered and enforced by the Building Inspector as set forth in § 80 of the Code of the Village of Pittsford, or his/her designee.
- B. The requirements of this chapter may be enforced as follows:
 - (1) By taking any and all actions prescribed for correction of violations as set forth under § 76 **Brush, Grass, and Weeds** and § 80 Buildings Dangerous or Unsafe of the Village Code.
 - (2) By taking any and all actions in cases of noncompliance as set forth under § 76 **Brush, Grass, and Weeds** and § 80 Buildings Dangerous or Unsafe of the Village Code.
 - (3) The Building Inspector or his/her designee shall have the following alternative remedies for enforcement of this chapter:
 - (a) Appearance tickets. The Building Inspector or his/her designee shall have the authority, pursuant to New York State Criminal Procedure Law, to issue an appearance ticket subscribed by him/her, directing a designated person to appear in a designated local criminal court at a designated future time in

connection with the alleged commission of a designated violation of this chapter or any order made thereunder.

- (b) Penalties for offenses. Any person who fails to comply with any provision of this chapter or fails to comply with any notice, order or directive of the Building Inspector or his/her representative after expiration of the time for compliance established in accordance with this chapter shall, upon conviction, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 15 days, or both, for such violation. In the event of any failure to so comply, each and every day that such violation continues shall constitute a separate offense, and the penalties prescribed above shall be applicable to each such separate offense.
- (c) Penalties for offenses under § **81-7**, maintenance secured upon commencement of foreclosure action. Any person, business, organization, bank or lender who fails to comply with § **81-7** of this chapter shall, upon conviction, be punished by a fine of not more than \$5,000 or by imprisonment not to exceed 15 days, or both, for such violation. In the event of any failure to so comply, each and every day that such violation continues shall constitute a separate offense, and the penalties prescribed above shall be applicable to each such separate offense.

§ 81-9 Immunity of Enforcement Officer.

Any enforcement officer or any person authorized by the Village to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this chapter.

§ 81-10 Severability.

If any section, sentence, clause or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

required by the New York State Uniform Fire Prevention and Building Code).

- b. Electrical cooking and refrigeration equipment shall be properly connected to the electrical system (as required by the New York State Uniform Fire Prevention and Building Code).
- c. Gas-burning cooking and refrigeration equipment shall be connected to the gas supply system with pipe or tubing of solid metal or approved appliance connectors (as required by the New York State Uniform Fire Prevention and Building Code).
- d. Cooking and refrigeration equipment shall be maintained in good operating condition (as required by the New York State Uniform Fire Prevention and Building Code).

(14) Plumbing maintenance.

- a. General plumbing systems shall be maintained in good, safe, sanitary and serviceable condition (as required by the New York State Uniform Fire Prevention and Building Code).
- b. Water supply.
 - i. Potable water from an approved source shall be available at all times. The domestic water supply system of the building shall be connected to such approved source, shall not be subject to contamination and shall not be connected to unsafe water supplies (as required by the New York State Uniform Fire Prevention and Building Code).
 - ii. Water supply systems shall be maintained to provide at all times a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable them to function satisfactorily (as required by the New York State Uniform Fire Prevention and Building Code).
 - iii. Backflow prevention devices required by the Commissioner of Public Works or other regulatory agencies, laws, rules or regulations must be installed and maintained in good working order to prevent contamination of the public water supply.
- c. Hot water. Hot water shall be supplied. Water heaters or central water heating equipment shall be maintained in good operating condition (as required by the New York State Uniform Fire Prevention and Building Code).
- d. Drainage.
 - i. Sewage and stormwater drainage systems shall be maintained so as to function properly and be kept free from obstructions, leaks and defects (as required by the New York State Uniform Fire Prevention and Building Code).
 - ii. Stormwater drainage shall not interfere with the use of, or cause a

*Amendment to Village of Pittsford Code,
Chapter 80, Buildings Dangerous and Unsafe
Establishing Increased Penalties for Repeated Noncompliance*

§ 80-7. Vacant structures

- A. Vacant buildings or structures. Every person owning or having charge or control of any building or structure which has been vacant for over 60 days shall remove all combustible waste and refuse therefrom and lock, barricade, guard continuously or otherwise secure all windows, doors and other openings in the building to prohibit entry by unauthorized persons in a manner approved by the Building Inspector.
- B. Habitually noncompliant vacant buildings or structures. A vacant building or structure shall be considered habitually noncompliant when the person, business, organization or legal entity owning or having charge or control of the building or structure has been noncompliant with three or more notices issued by the Building Inspector or his/her representative in accordance with § 157-18(C) during the same period of vacancy.

§ 80-8. Alternative remedies.

The Village of Pittsford Code Compliance Officer or his designee shall have the following alternative remedies for enforcement of this chapter:

- A. Appearance tickets. The Building Inspector or his/her representative shall have the authority, pursuant to the New York State Criminal Procedure Law, to issue an appearance ticket subscribed by him/her, directing a designated person to appear in a designated local criminal court at a designated future time in connection with the alleged commission of a designated violation of this chapter or any order made thereunder.
- B. Penalties for offenses. Any person who fails to comply with any provision of this chapter or fails to comply with any notice, order or directive of the Building Inspector or his/her representative after expiration of the time for compliance established in accordance with this chapter shall, upon conviction, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 15 days, or both, for such violation. In the event of any failure to so comply, each and every day that such violation continues shall constitute a separate offense, and the penalties prescribed above shall be applicable to each such separate offense.
- C. Penalties for offenses under § 157-7(B), habitually noncompliant vacant buildings or structures. Any person who is found to be owning or having charge or control of any building or structure that is habitually noncompliant under § 157-7(B) of this chapter shall, upon conviction of any violation of this chapter relating to said building or structure, be punished by the maximum fine of \$1,000 or by imprisonment of 15 days, or both, for such violation. In the event of any failure to so comply, each and every day that such violation continues shall constitute a separate offense, and the penalties described above shall be applicable to each such separate offense.

Village of Pittsford
Property Maintenance
Draft Code Amendment
November 15, 2016

Chapter 78: PROPERTY MAINTENANCE

§ 78-1. Title.

This chapter shall be known and cited as the "Village of Pittsford Property Maintenance Law" and will be referred to herein as "this chapter."

§ 78-2. Purpose.

The purpose of this chapter is to prevent the gradual encroachment of blight, deterioration, loss of historic architectural elements and features, unsightliness, and property devaluation and to assure that all premises within the Village of Pittsford are maintained in a manner that, in the discretion of the Building Inspector, will assure the safety, health and welfare of the general public.

§ 78-3. Scope and applicability.

- A. The provisions of this chapter shall apply to all buildings and premises within the Village of Pittsford as follows:
- (1) Lots, plots or parcels of land which are vacant or upon which are occupied or vacant buildings or portions of buildings.
 - (2) Buildings intended for residential use or occupancy, including one- and two-family dwellings and multiple dwellings, mixed-occupancy buildings and accessory structures.
 - (3) Buildings intended for use as commercial, industrial, institutional or storage, and related accessory structures.
 - (4) Any and all buildings or parcels which are under construction or demolition, including buildings not completed, to the extent that a nuisance or practice exists, or is being carried out, which, in the opinion of the Building Inspector, is a disturbance to the public health, safety or welfare.

§ 78-4. Provisions.

- A. The provisions of this chapter shall supplement state and local laws, ordinances, codes and regulations. Where a provision of this chapter is found to be in conflict with any provision of a state law, local law, ordinance, code or regulation, the provision which is more restrictive or which establishes the higher standard shall prevail when legally permissible.

- B. Nothing in this chapter shall be deemed to abolish or impair existing ordinances or remedies of the Village of Pittsford or its officers or agencies relating to the repair, removal or demolition of any building deemed to be dangerous, unsafe or unsanitary.
- C. For reference purposes, this chapter includes sections of and references to Chapter 210, Zoning, of the Code of the Village of Pittsford, to codes of the Village of Pittsford and to the New York State Uniform Fire Prevention and Building Code. References to local or state laws, ordinances, codes, rules or regulations or sections thereof shall be construed to include the addendum "as from time to time amended." Any sections of this chapter which are contained in any laws, codes or ordinances having provision for variances and appeals shall not prohibit the seeking of variances and appeals under such laws, codes or ordinances.
- D. All words in this chapter which are not hereinafter defined shall carry the meanings set forth in the laws referred, and if no such definition exists, the meaning shall be derived from the customary use of the English language. If a dispute should arise, the Building Inspector or his/her representative shall be responsible for determining which specific meaning is appropriate for a word which has more than one meaning and which is not defined in this chapter.

§ 78-5. Property Maintenance.

- A. Exterior property areas.
 - (1) Surface and subsurface water shall be appropriately drained to protect buildings and structures and to prevent ponding (as required by the New York State Uniform Fire Prevention and Building Code).
 - (2) Fences, walls and other minor constructions shall be maintained in safe, good and substantial condition (as required by the New York State Uniform Fire Prevention and Building Code). Fences must be constructed in a workmanlike manner using generally accepted standard fencing materials, in the opinion of the Building Inspector.
 - (3) Steps, walks, driveways, parking spaces and similar paved areas shall be maintained to afford safe and convenient passages (as required by the New York State Uniform Fire Prevention and Building Code). All hazards, including but not limited to holes, deep ruts, cracking or buckling of service walks, driveways and parking lots, shall be repaired or removed.
 - (4) Yards, courts and vacant areas shall be kept clean and free of hazards (as required by the New York State Uniform Fire Prevention and Building Code).
 - (5) Ground cover shall be properly established to prevent undue soil erosion, due to the elements (as required by the New York State Uniform Fire Prevention and Building Code).
 - (6) Heavy undergrowth and accumulations of plant growth which are noxious or

detrimental to health or safety shall be eliminated (as required by the New York State Uniform Fire Prevention and Building Code). Except for farms, all grass, weeds, trees, or other plant growth shall be cut or trimmed to avoid the development of places for the accumulation of blowing trash, dumping, rodent harborages, infestation, criminal activity or places which constitute a blighting or unsightly influence on the neighborhood. In addition thereto, in order to provide for the proper use of land and to prevent unhealthful, hazardous or dangerous conditions due to the accumulation of brush, grass, rubbish or weeds or growth of poisonous shrubs or weeds and to protect the public health, safety and general welfare of the residents of this Village, all owners or occupants of property must remove such dangers to health, life and property. All owners and/or occupants of land are required to cut, trim or remove brush, grass, rubbish or weeds, or to spray with herbicides, cut, trim, remove or destroy poisonous shrubs or weeds, when ordered to do so by notice from the Village of Pittsford. Upon default, the Village of Pittsford may cause the same to be done and assess the costs against the real properties on which such violations are found.

- (7) Refrigerators and similar equipment with locking mechanisms shall not be discarded, abandoned or stored on premises accessible to children without first removing the locking devices or the hinges of the doors.
- (8) Exterior doors, windows, skylights and similar openings shall be maintained weathertight (as required by the New York State Uniform Fire Prevention and Building Code).
- (9) Exterior stairs, porches, entrance platforms, fire escapes and the railings thereon shall be maintained in a safe and sound condition (as required by the New York State Uniform Fire Prevention and Building Code)
- (10) Roofs shall be maintained in a watertight condition (as required by the New York State Uniform Fire Prevention and Building Code).
- (11) Exterior surfaces shall be maintained in good condition. Surfaces not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative (as required by the New York State Uniform Fire Prevention and Building Code). Exterior siding shall be of generally accepted standard materials, in the opinion of the Building Inspector.
- (12) Exterior walls, including foundations, shall be maintained so that ground- and surface water does not penetrate into basements and cellars.
- (13) Railings shall be provided at open sides of balconies, mezzanines, porches, decks, accessible roofs, ramps, stairways and around floor openings (as required by the New York State Uniform Fire Prevention and Building Code).
- (14) Dust, site drainage or any other condition which may create a nuisance to the public must be controlled during construction and at all times.
- (15) All elements and stipulations of an approved site plan must be complied with, installed and maintained.

- (16) Required handicapped parking spaces, signs or markings must be maintained and remain unobstructed and accessible in accordance with the New York State Uniform Fire Prevention and Building Code and any referenced standards. All handicapped parking spaces shall be independently indicated by permanent signs installed in accordance with aforementioned standards.

B. Interior Maintenance.

- (1) Structural members shall be protected and maintained to resist and prevent deterioration (as required by the New York State Uniform Fire Prevention and Building Code).
- (2) Ceilings, walls, floors and stairways shall be maintained in a safe and sound condition (as required by the New York State Uniform Fire Prevention and Building Code).
- (3) It shall be prohibited to use for sleeping purposes any kitchen or nonhabitable space. It shall be prohibited to use any cellar space as habitable space. The definitions of "habitable space," "nonhabitable space," "kitchen" and "cellar" are those definitions in Part 606.3 of the New York State Uniform Fire Prevention and Building Code.
- (4) Habitable space shall have natural light provided by means of one or more windows, skylights, transparent or translucent panels, or any combination thereof, that face directly on open space (as required by the New York State Uniform Fire Prevention and Building Code).
- (5) Habitable space shall be provided with electric light appropriate for the intended use (as required by the New York State Uniform Fire Prevention and Building Code).
- (6) Habitable space shall have natural ventilation provided by means of openable parts of windows or other openings in exterior walls that face directly on open space, or through openable parts of skylights (as required by the New York State Uniform Fire Prevention and Building Code).
- (7) Kitchens without windows shall be provided with mechanical ventilation (as required by the New York State Uniform Fire Prevention and Building Code).
- (8) Toilet room, bathroom and laundry room floors shall be maintained in a watertight condition (as required by the New York State Uniform Fire Prevention and Building Code).
- (9) Toilet rooms and bathrooms shall be arranged to provide privacy (as required by the New York State Uniform Fire Prevention and Building Code).
- (10) Toilet rooms and bathrooms shall be provided with natural or mechanical ventilation and light.

- (11) Stairs serving occupied and habitable space shall be provided with electric light to allow safe ascent and descent.
- (12) Heating equipment and chimneys.
 - a. Heating equipment for residential habitable space shall be maintained so as to provide an indoor temperature of 68° F., measured at a distance of two feet and more from exterior walls and at a level of five feet above the floor.
 - b. Chimneys, smokestacks, flues, gas vents, smoke pipes and connectors shall be maintained structurally safe and smoke tight, so as to safely convey the products of combustion to the outer air (as required by the New York State Uniform Fire Prevention and Building Code).
 - c. Heating equipment shall be maintained in good condition, in order to provide adequate and safe heat to occupied spaces, in the opinion of the Building Inspector.
 - d. Gas heating equipment shall have a shutoff valve provided at or near the source of supply.
 - e. Fuel gas piping systems shall be maintained gastight, safe and operative under conditions of use (as required by the New York State Uniform Fire Prevention and Building Code).
 - f. Fuel oil.
 - i. Fuel oil shall be stored and conveyed by means of fixed liquid-tight equipment (as required by the New York State Uniform Fire Prevention and Building Code).
 - ii. Tanks subject to damage by vehicles shall be protected against such damage (as required by the New York State Uniform Fire Prevention and Building Code).
 - iii. Tanks shall be maintained so as not to be a hazard to the premises served (as required by the New York State Uniform Fire Prevention and Building Code).
 - iv. Abandoned underground residential heating oil tanks under 1,100 gallons shall be removed or closed on site by first removing the existing petroleum product and filling with a solid, inert material, using good engineering practice. Acceptable inert materials for closing a tank in place include sand and concrete slurry. These tanks shall be made safe by draining the connecting lines, disconnecting the suction inlet, gauge and vent lines and capping the remaining piping.
- (13) Cooking and refrigeration.
 - a. There shall be provided within each dwelling unit approved-type cooking and approved-type refrigeration equipment located in a kitchen or kitchenette (as

nuisance to, adjoining properties.

- iii. Required oil separators, grease traps and other intercepting devices must be maintained in good and operable condition.

(15) Electrical maintenance.

- a. Electrical fixtures, devices, wiring and systems shall be maintained in safe working condition in a manner which will avoid a potential source of ignition or shock. Deteriorated material and equipment shall be removed and replaced, as may be required (as required by the New York State Uniform Fire Prevention and Building Code).
- b. Panel boards shall be kept free from encumbrances and shall be accessible at all times (as required by the New York State Uniform Fire Prevention and Building Code).
- c. Electrical systems shall comply with the National Electrical Code (NEC) and the New York State Uniform Fire Prevention and Building Code.

(16) Exits.

- a. *Safe, continuous* and unobstructed exit shall be maintained from the interior of a building or structure to the exterior at a street, or to a yard, court or passageway leading to a public open area (as required by the New York State Uniform Fire Prevention and Building Code).
- b. Nothing shall be placed, accumulated or stored on any premises which obstructs egress from stairways, passageways, doors, windows, fire escapes or other means of exit.
- c. In multiple dwellings, exits, including vestibules, stairways, passageways, corridors and hallways, but excluding fire escapes, shall be lighted with natural or electric light at all times so as to afford safe passage (as required by the New York State Uniform Fire Prevention and Building Code).
- d. Enclosed stairways shall have handrails on at least one side. Open stairways shall have handrails on two sides.

Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 6

Discussion on B-1A Residential Permit Use



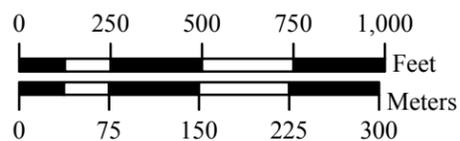
ZONING DISTRICT MAP

Village of Pittsford

Monroe County, New York

- R-1 Residence District
- R-2 Residence District
- R-3 Residence District
- R-4 Residence District
- R-5 Residence District
- B-1 Retail Business District
- B-2 General Business District
- B-3 Special Business District
- B-4 Canal Waterfront Business District
- M-1 Light Industrial District
- LWOD Local Waterfront Overlay District
- National Register District
- Performance Zoning Overlay District

- School
- Real Property Parcel Boundary
- State Road
- County Road
- Local Road
- Private Road
- Railroad
- Municipal Boundary
- Water

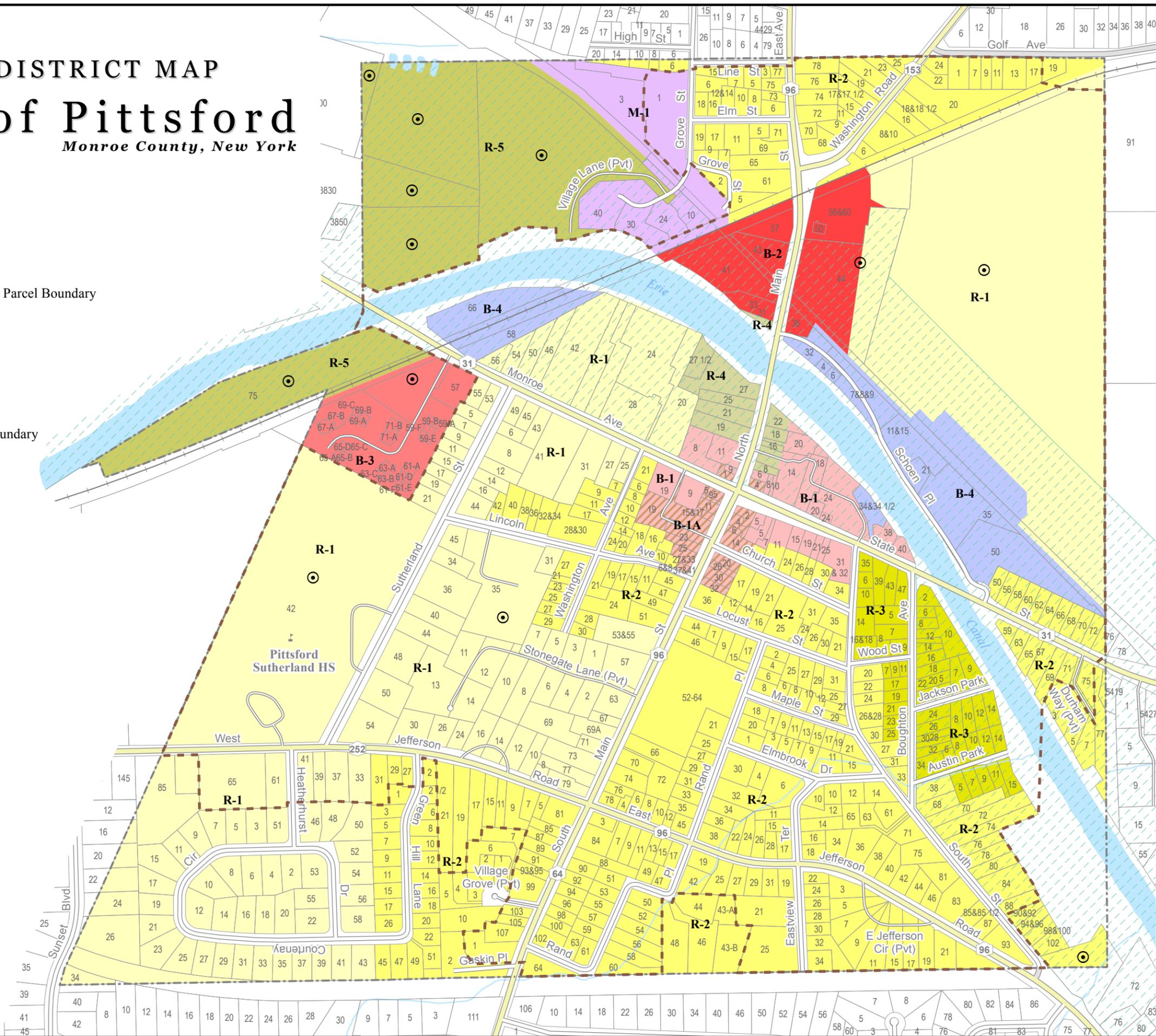


1 inch = 500 feet
Intended print size: 11"H x 17"W



Data Sources:
Village of Pittsford, February 2016
Town of Pittsford GIS, September 2016
Monroe County Real Property Tax Service, July 2016
U.S. Geological Survey, 2010

The information depicted on this map is representational and should be used for general reference purposes only. No warranties, expressed or implied, are provided for the data or its use or interpretation.



Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 7

Stonegate Sewer System



195 Dewey Ave., Rochester, NY 14608 (Ph) 585-254-1624 (Fax) 585-254-6401

Village of Pittsford
21 North Main St.
Pittsford, NY 14534
Phone: (585) 586-4332
Fax: (585) 586-4597

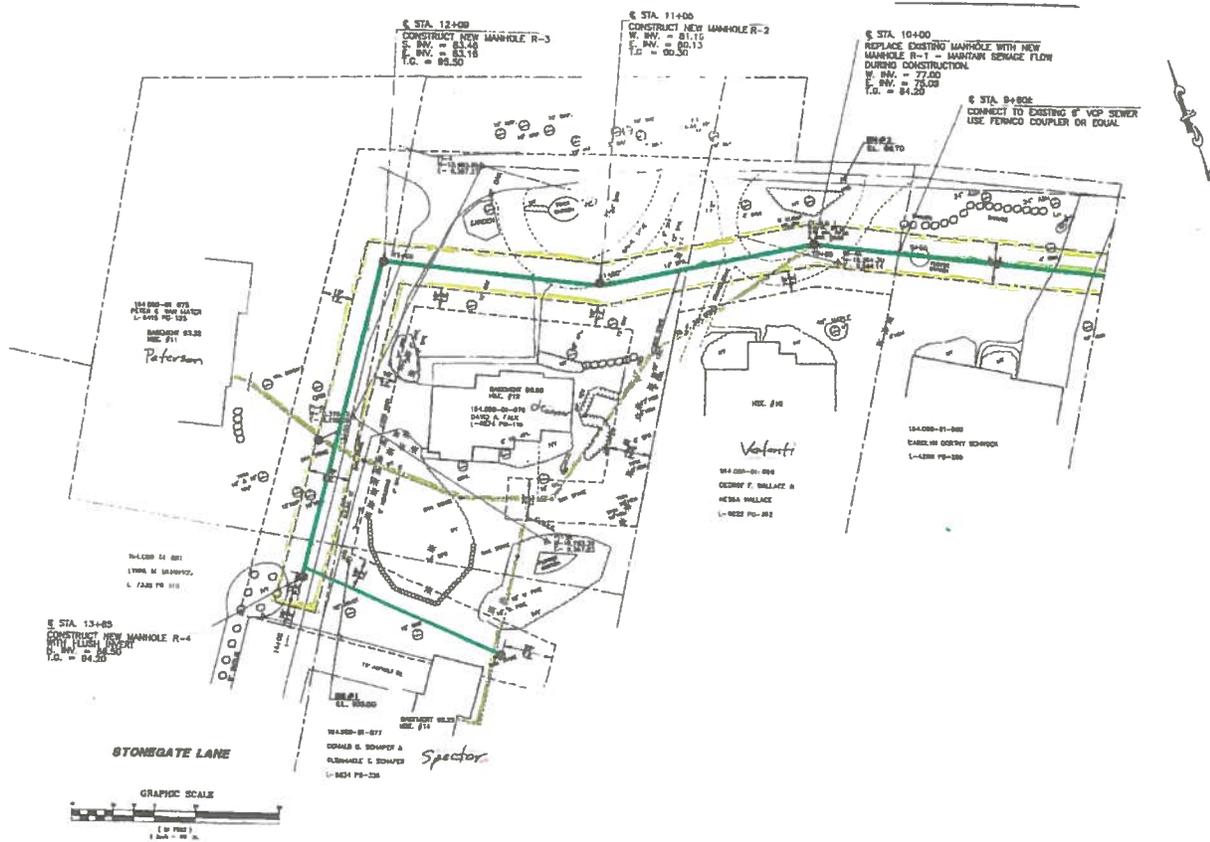
10/21/16

Attn: Mayor Bob Corby

Re: Sanitary Sewer Project on Stonegate Lane

**Written Chronological and Financial Breakdown
for the Sanitary Sewer Lateral at 14 Stonegate Lane, Pittsford**

- August 4th - Arrived with 2 technicians for a total of 5 man hours to remove the 4 inch cast iron wye in the back yard excavation of #12 Stonegate Lane. We then televised and dye tested from #14, #13 and #11. We confirmed the flow origination of all neighboring homes to #12 and documented the findings. As detailed, the lone sewer from #14 flowed into the branch side of wye in the back yard of #12. The original sewer of #13 flowed into the back side of the cast iron wye in the back yard of #12. The newer sewer previously installed at #13 ties directly into the manhole barrel on the west side of Stonegate Lane. The lone sewer from #11 also flows into the new 8 inch SDR 35 pvc sewer on the west side of Stonegate Lane, but ties into the line between the two manholes. We know this from dye testing from inside the home using different colors to confirm.
- September 8th - Jerromey and I arrived to televise the 8 inch sanitary sewer main in an attempt to confirm and locate the sewer lateral tie in as described for house #13. We recorded a top side tie in, approximately 6 feet from the outlet of the most upstream manhole, and then proceeded as if the sewer lateral had existed as the drawing suggests.



September 22nd - We arrive with 3 technicians, an excavator, and other necessary excavation equipment to attempt to expose the sanitary lateral. The excavation was approximately 9 feet deep and approximately 15 feet wide. We did not find the sanitary lateral. We spent a total of 12 man hours on site this day.

September 23rd - We had 2 technicians arrive to continue excavating deeper and wider in an effort to find the supposed sanitary lateral. Upon not having any success locating the lateral, we again televised, located, and flow tested to confirm #13's sanitary lateral as being the only lateral for the home. We spent a total of 9 man hours this day.

September 26th - When we did not locate the sewer lateral, I decided to excavate in front of the sanitary manhole on the west side of Stonegate Lane where we televised and located the top side tie in. Our intent was to find the lateral, remove a section, and televise across the street to where it ended. We excavated approximately 13 feet deep and found that the sewer main tie in was just a vertical riser that went straight up to just below the surface and terminated. We spent a total of 19.5 man hours this day with 3 technicians.

September 28th - Zack and I arrive to meet with our horizontal drilling subcontractor, Keith, the owner of #12, Tim, and the owner of #14, Dave. We go over the drilling direction, depth of the sewer at #14 versus the depth of the sanitary sewer main, and the path to take to get the drilling rig into the proper position to perform the method, and look at how to excavate so that we can

most easily pull our new 4 inch HDPE pipe into place after the drilling is complete. We were on site for a total of 3 man hours.

October 10th - We arrived with 2 technicians and our subcontractor, Keith, and we started drilling from the back yard of #14 to under the street to the sewer main location. The drill arrived in our excavation in front of the sanitary manhole at approximately 12 feet deep. While the drilling was taking place, my two technicians, Zack and Beau, excavated the hole at the sewer manhole to allow the new line to be pulled in at a better angle. When the head got to the excavation, we attached the expander and pulled the new seamless HDPE 4 inch DR 17 sewer pipe into place from the sewer manhole excavation to the house #14 excavation. Our technicians were on site for a total of 14 man hours plus the drill subcontractor.

October 11th - We arrived with 2 technicians and proceeded to tie the new sanitary sewer lateral into the 4 inch riser off of the 6 inch main using SDR 21 pvc gasketed fittings. All exposed pipe was thoroughly bed in #1 washed stone to prevent future settling. We got our approved inspection from Scott and back filled the entire excavation with mostly removed spoils. All excess spoils we hauled away from the job site.

October 12th - We arrived with 3 technicians, although we did have a 4th driver on site for a very short time. We cut the cast iron at house #14 to eliminate it from the cast wye at house #12. We had to excavate a little further to expose the new DR 17 sewer and we proceeded to piping the connection. We discovered that the pitch was not adequate to properly pitch the old, existing sewer to the new DR 17 so we continued the excavation to find a decently pitched section of the new sewer that we could connect to. We were on site for a total of 23 man hours.

October 13th - Arrived with 3 technicians and continued the excavation. We finally got to a point where positive pitch was obtainable and continued piping from the cast iron to the new DR 17 pipe using SDR 21 pvc gasketed pipe and fittings. Upon an approved inspection, I think from Scott again, we started back filling the excavation by house #14. 26.75 man hours this day.

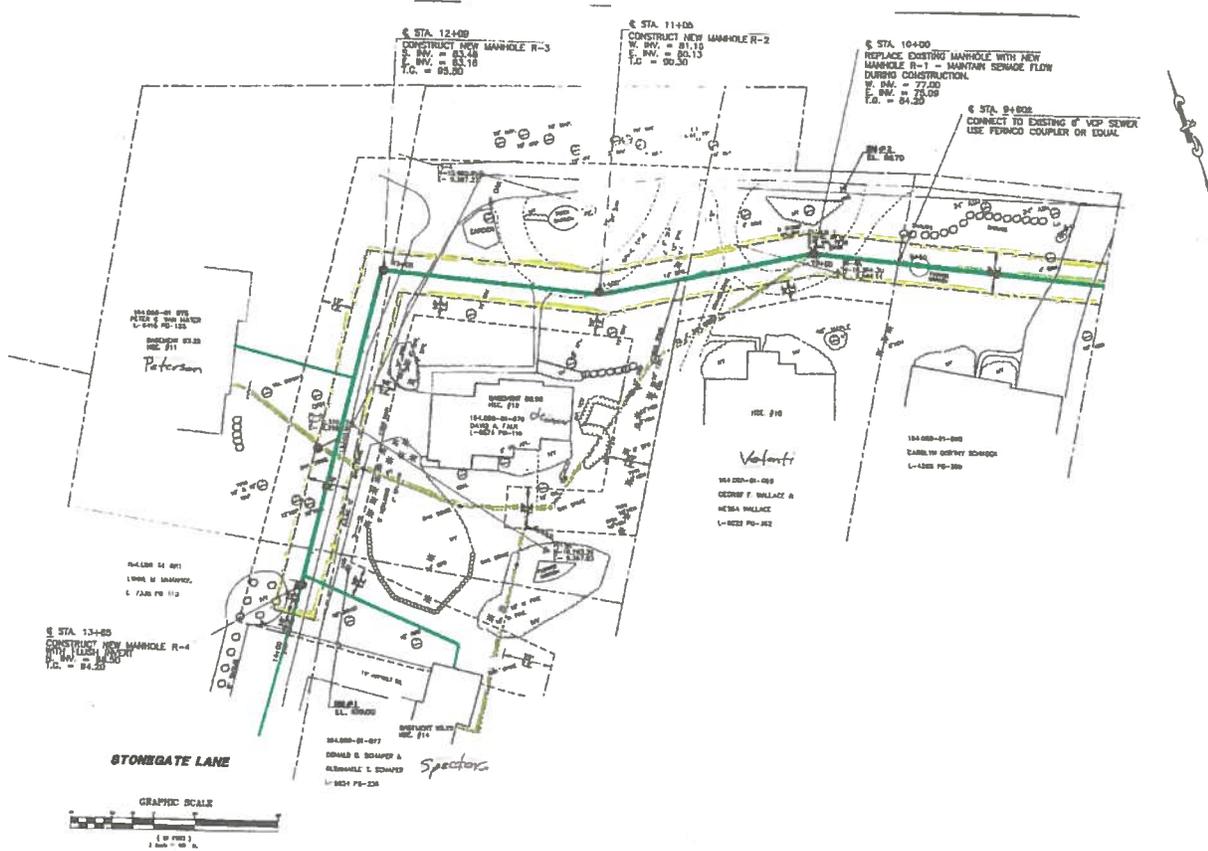
October 14th - Arrived with 2 technicians to finish back filling. We repiped the open air drain from the garage floor. Replaced the broken sprinkler line leaving a single connection to be done later. Began the process of cleaning up. 15 total man hours.

October 17th - We arrived with 3 technicians to continue the cleanup, the haul way of excess spoils, and top soiling to finished grade. Total of 13.75 man hours.

October 18th - We arrived with 3 technicians to continue the cleanup, the haul way of excess spoils, and top soiling to finished grade. Total of 21 man hours.

October 24th - We arrived with 2 technicians to fill in a sink hole from our previous back filling.

Drawing of the current pipe layout



Price Breakdown for #14 Stonegate Lane – Lateral Connection

- Labor Cost \$4,738.75
- Material Cost \$96.12
- **Total \$4,834.87**

Price Breakdown for #14 Stonegate Lane – Lateral Installation

- Labor Cost \$10,327.50
- Drilling and Equipment Cost \$3,500.00
- Materials \$1,266.71
- **Total \$15,094.21**

Please feel free to call me with any questions or concerns. Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Winseman", with a long horizontal flourish extending to the right.

Michael Winseman
Commercial Accounts Manager
Dyna Mole of Rochester/Mr. Rooter Plumbing
Cell: (585) 509-0269

Authorization Printed

Deposit/P.O. Number

Authorization Signature

Date

Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 8

Special Permit Moratorium

Village Board Meeting
December 13, 2016

Meeting Items
Agenda Item 9

Comprehensive Plan Committee

Village Board Meeting
December 13, 2016

Agenda Item 10

Member Items

Mayor Corby – Active Transportation Update
Trustee Lanphear – Candlelight Night

Village Board Meeting
December 13, 2016

Agenda Item 1

DPW Report

Village Board Meeting
December 13, 2016

Department Reports
Agenda Item 2

Building Inspector

VILLAGE OF PITTSFORD
SETTLED 1789 • INCORPORATED 1827



Village Hall ca 1855 (remodeled 1937)

December 9, 2016

To: Mayor Corby

CC: Village Trustees and Village Clerk

Re: Building Inspector's Report

This report refers to activity from November 11th, 2016 thru December 9th, 2016. We issued 7 New Building Permits. This brings this year to 67 permits issued. The following is a brief summary of those permits:

Residential:

- A. Issued 5 Building Permits –
 - 1) 6 Washington Road – Windows and Door
 - 2) 35 Rand Place – Fence
 - 3) 76 South Main Street – Interior remodeling
 - 4) 7 Durham Way – Windows and interior remodeling
 - 5) 36 Sutherland Street – Foundation permit

We have issued 3 Certificates of Occupancies and 10 Certificates of Compliance. We had a total of 26 field inspections for residential work. We have closed out 9 more of the 2013 and 2014 permits.

Commercial:

- B. Issued 2 Building Permit –
 - 1) 9 South Main Street – Temporary Sign
 - 2) 9 North Main Street – New Signs

We issued 1 Certificates of Occupancy. We had a total of 12 field inspections for the commercial building permits.

The following report is for the APRB and the PZBA Boards meetings:

APRB

1. We had 5 applications and 1 continuation for the APRB Board to review at the December 5th, 2016 meeting.

- * 10 Eastview Terrace – Fence – (approved)
- * 65 West Jefferson Road – Exterior Restoration – (approved)
- * 6 Washington Road – Windows and a Door replacement – (approved)
- * 24 Sunset Blvd. – Windows – (approved)
- * 36 Sutherland Street – Modification to the Exterior – (approved)
- * 44 Sutherland Street – Remediation Determination – (Voted not to remediate)

We currently have 3 applications for the January 9th, 2017 meeting. We will be presenting the proposed New Application Form to the APRB Board at their January meeting.

PZBA

We did not have a November meeting.

We currently have 3 applications for the December 12th, 2016. These are:

- 1) 31 State Street – Chase Bank – for re-paving the parking lot and adding landscaping
- 2) 75 Monroe Avenue - Westport Crossing – for an extension of approval conditions
- 3) 7 Schoen Place – Simply Crepes – referral from the Board of Trustees

PROJECTS:

The following is a list of projects that I have been working on over the past several months:

1. 44 Sutherland Street – This project was reviewed at the December 5th, 2016 APRB meeting. The APRB Board determined that Remediation code not be done to result in a habitable home. The applicants are moving forward with the application and process for Demolition. They are on the January 9th APRB agenda for preliminary review of the proposed replacement building.
2. The Railroad Ticket Booth – This was a structure that was located at 50 State Street, Northfield Commons. I was asked by the Board of Trustees to follow through with the Violation of demolition of a Historic Structure without any approvals. After completing research on the situation, a Violation Notice was issued. The Owners of Northfield Commons responded to the Violation Order and put forth an offer to remedy to the Board of Trustees. The Board of Trustees asked me to get quotes on the cost to rebuild a replica of the Ticket Booth. The quotes were received and presented to the Board of Trustees. The Board then developed a more accurate description of the materials for the construction of the replacement. This design has been sent out for new quotes. We did not receive any new Quotes as of this report. I am sending out the specifications to 3 new contractors to see if we can get new quotes on the new specifications.

3. 58 Monroe Avenue – The Pittsford Mobile Station – Jeff Turner has made contact with CSX and is working with them to resolve the parking issue. I have a final list of the violations for the actual property at 58 Monroe Avenue and a list of violations on the CSX property. We are now sending out the Final Notice of Violations and giving both, CSX and the property owner of 58 Monroe Avenue, Pittsford Mobile Station, 30 days to remedy. If no remedy is resolved, a Court Appearance Ticket will be issued.
 4. Powers property on Schoen Place – We have still not received information back from the Owners. There has been activity to repair the exterior of the main building. A Certified Violation Notice will be sent out the week of December 12th, 2016, which will require a response to the notice within 10 days.
 5. Northfield Commons – 50 State Street – They have completed the Landscaping requirements from their Site Plan approvals. Most of the Paving has been completed. The balance will be done in Spring of 2017. Some of the lighting replacements have been done and more will follow next Spring.
 6. The Village Clerk and I are working on Phase 2 of the Village Hall Project. Phase 2 is for the renovation of the lower level bathrooms themselves. We will be getting the new specification work scope information developed and sending it out for new quotes. We will be reviewing the grant contract obligation and time frames. We will be looking to complete this phase of the Village Hall renovations, to be completed in the spring of 2017 to meet the deadlines of the Grant Award.
-

Other Issues:

1. I have been following up on several complaints on existing properties that have had work done without receiving proper approvals. This includes window replacements, soffits being wrapped with aluminum, installation of lights, new fences. I have an information letter that I send out to inform the owners of the issues that need to be addressed. This letter explains the process and gives them the contact information.
2. The Monroe County MS4 Association is starting a new round of grant funding. We will be looking at what the Village may need in way of MS4, storm water management issues. Please send any of your ideas to me and I will run these past the coalition for potential funding projects.
3. I am continuing to work on the forms for the Non-municipal application. The new form will include request for contacts and emergency contacts. We are also including notification of what the insurances requirements are and a list of other agencies that will need to be notified.
4. I am working on the Annual 1203 State Report. This is the report to the New York State Department of State for all Building activities that happened over the 2016 calendar year. This report is due every January.
5. I have been working on a new reporting chart that will give the Board of Trustees a 5 year comparison of the:

- A) The Building Permits that have been issued. This will be done by type of permit
 - B) The Certificates of Occupancy and Compliance issued
 - C) The APRB applications. This will also be by type of applications
 - D) The PZBA applications. By type as well
- This will provide the Board of Trustees a chart to compare the history of activities over the past 5 years. It should help to show the trends or any changes that may be happening.

We are continuing to work on Village Code change suggestions and are looking forward to working on the Comprehensive Plan update. Hopefully this will give the Village a great opportunity to clarify the direction it is looking to take over the next 10 years. We will be able to clean up some code concerns along with the Comprehensive Plan update.

Submitted by;
Floyd D. Kofahl

Village Board Meeting
December 13, 2016

Department Reports
Agenda Item 3

Attorney

Village Board Meeting
December 15, 2016

Department Reports
Agenda Item 4

Treasurers / Clerks Report

- Bill Pay
- Copier Lease
- Integrated Services Contract
- Time Off
- Executive Session

New Investment Schedule- NYS DPP

Prepared for:

VILLAGE OF PITTSFORD

December 8, 2016



Award-Winning
Products



Encompass
Managed Print



Document &
Device Security



Eco-Innovation



Ellumina Digital
Signage Services



Professional Services
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- > First Copy Out: 4.4s B&W, 5.7s Color
- > Paper Capacity: Standard 1,200 Sheets / Max 3,200 Sheets
- > Scan Speed: DSDF Scan—240 IPM Duplex, 120 IPM Simplex; RADF Scan—73 IPM
- > Memory: 4GB
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EQUIPMENT AND SERVICE COST

Description	36 Mo. Lease	48 Mo. Lease
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E-STUDIO4505AC 45 PPM DIGITAL COLOR MFP

Items	Mono	Color
Monthly Pages Included	3,000	2,000
Quarterly Overage Per Page	\$0.0080	\$0.0505

**Pricing DOES NOT INCLUDE RETURN OF LEASED DEVICE- Due to NYS DPP Contract*

Optional Accessories Pricing

OPTION(S) FOR E-STUDIO4505AC 45 PPM DIGITAL COLOR MFP

Description	36 Mo. Lease	48 Mo. Lease
Re-Rite Software	\$35.29	\$28.29

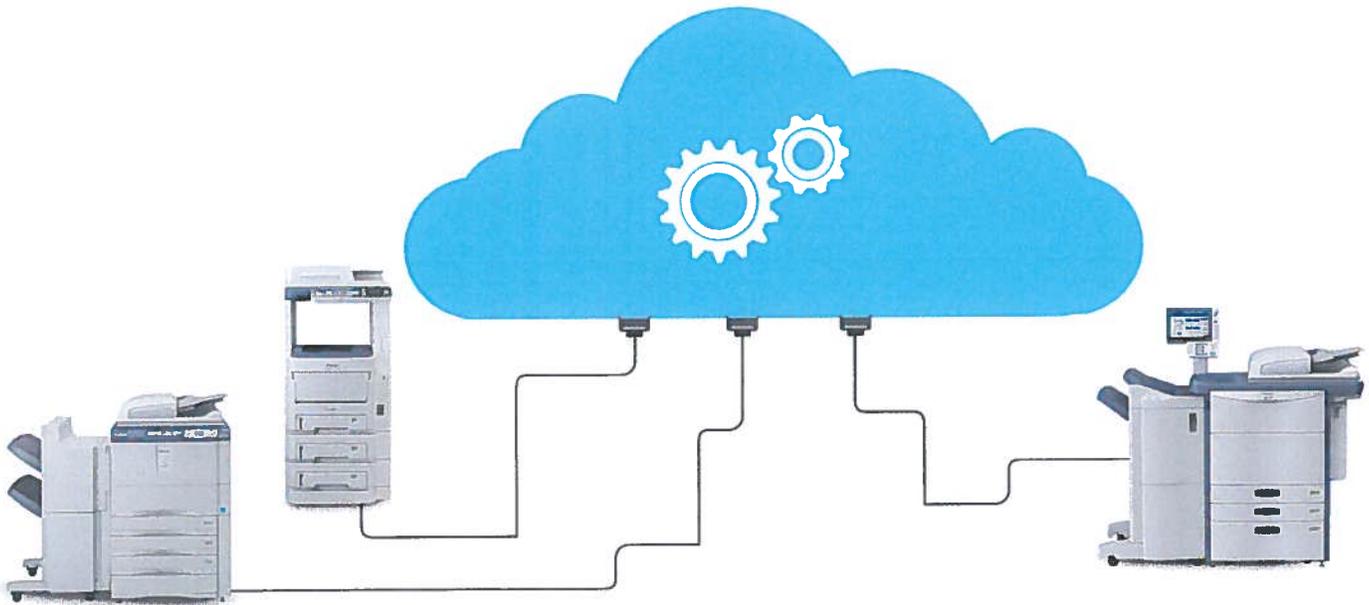


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Increased Uptime

- System codes transmitted via the Cloud provide continuous status of your devices, allowing you to remotely make adjustments that provide better reliability and stability. If on-site technical expertise is necessary, your service provider will know what parts are required before arriving.
- Remote diagnostics provides the ability to make adjustments on the fly to internal device codes that control copy, scan, and network settings such as color density and paper drawer priority meeting your needs are met promptly and accurately.

Device Management

- Consistently manage device configurations to adhere to company or regulatory standards.
- Remotely reconfigure entire fleet with one policy or configuration.
- Perform firmware updates remotely during off-peak hours ensuring no downtime during office hours.
- Device configuration data backup functions allowing machine settings to be quickly and easily restored.

Reduced Workload

- Meter reads are automatically taken at set intervals (as often as daily) and reported during off-peak hours freeing up your resources to focus on other business.
- Toner alerts are transmitted triggering automatic supplies delivery so your staff doesn't need to order and maintain supplies.

Take advantage of this valuable tool that increases office productivity with enhanced fleet management and better device control. To learn more about Toshiba e-BRIDGE CloudConnect contact your Authorized Toshiba Dealer or visit www.business.toshiba.com.

* Standard on all new e-STUDIO models. Firmware can be loaded to select Toshiba MFP devices.

Lease Agreement



Customer: PITTSFORD, VILLAGE OF

BillTo: VILLAGE OF
PITTSFORD
21 N MAIN STREET
PITTSFORD, NY 14534-1386

Install: VILLAGE OF
PITTSFORD
21 N MAIN STREET
PITTSFORD, NY 14534-1386

Tax ID#: ..

State or Local Government Negotiated Contract : 072716000

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7855PT	(W7855PT TANDEM) - Envelope Feed Tray - 2/3 Hole Punch - I-series-1 Line Fax - Office Finisher Lx - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC7545P S/N XKP555521 Trade-In as of Payment 48	12/3/2016

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. W7855PT	\$376.37	1: BLACK	1 - 10,000 10,001+	Included \$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 2,500 2,501+	Included \$0.0406	
Total	\$376.37	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Dorithea

Phone: (585)586-4332

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Dawn Doody
(855)350-1555

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox, in its sole discretion, within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). You acknowledge that appropriation of monies for payments due and to become due under this Agreement is

a governmental function which you cannot contractually commit to in advance, and this Agreement does not constitute: (a) a multiple fiscal year direct or indirect debt or financial obligation; (b) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (c) an obligation creating a pledge of or a lien on your tax or general revenues. If you terminate this Agreement because of non-appropriation of funds, you may not purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of 60 days after such termination unless the foregoing would preclude you from performing any duties or functions required by any applicable statute or the Constitution of the State of New York. This Agreement will be deemed executory only to the extent of monies appropriated and available for the purpose of this Agreement, and no liability on account thereof will be incurred by the political subdivision beyond the amount of such monies. This Agreement is not a general obligation of you, the lessee. Neither the full faith and credit nor the taxing power of you, the lessee, are pledged to the payment of any amount due or to become due under this Agreement. Neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Agreement. This Agreement is entered into pursuant to certain provisions contained in Section 109-b, New York General Municipal Law and all applicable provisions thereof are incorporated by reference herein.

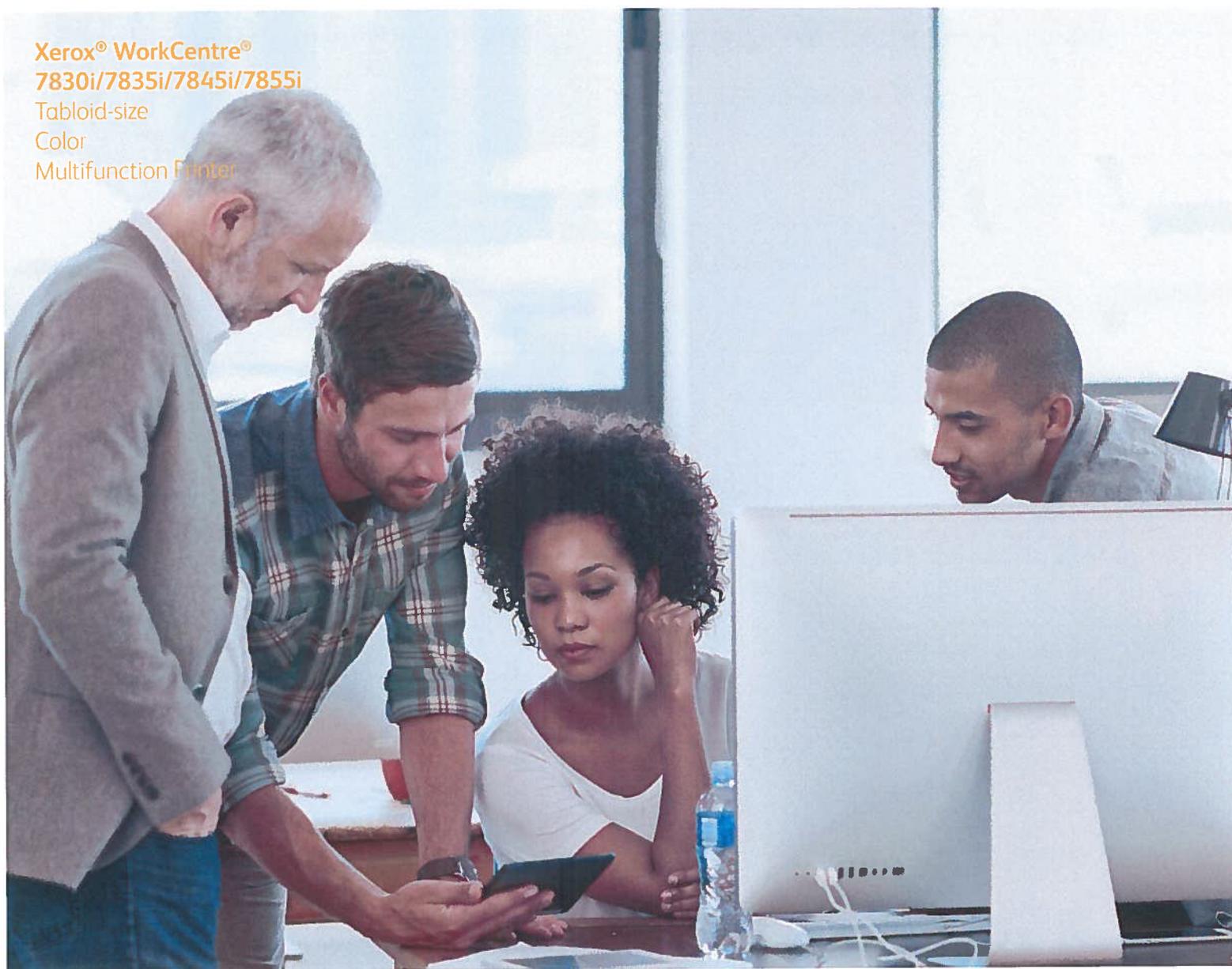
PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Xerox® WorkCentre®
7830i/7835i/7845i/7855i
Tabloid-size
Color
Multifunction Printer



Xerox® WorkCentre® 7800i Series Color Multifunction Printer

Transform the way you work.



Xerox® WorkCentre® 7800i Series Color Multifunction Printer

Xerox gives you the tools and technologies that make it possible to automate common office workflows, and to greatly simplify the ways in which you share business-critical information. For more information, visit www.connectkey.com

Enabling More Time for the Work that Matters Most

Experience a simplified, and intuitive user interface that can be tailored for your individual business needs. Easily create a workflow that enables you to scan information to your selected destinations, (email, desktop, network folders, cloud repositories) in secure text searchable formats, at the touch of a button. This saves time, and allows more to be done with the information you scan and store.

Embedded apps allow you to easily connect your mobile workers to the device. Xerox® App Gallery allows you to download new apps, such as Print from DropBox™ and Scan to Microsoft® Office 365 directly from the user interface. Xerox® ConnectKey® Technology helps to streamline how your business deals with critical information—in-house or in the cloud.

Apps are available at the Xerox® App Gallery. Visit www.xerox.com/AppGallery.

Innovative Ways to Maximize Efficiency and Minimize Costs

Xerox® print drivers based on Microsoft® Windows® give you the ability to save different settings per application, minimizing the need to make changes and reducing the risk of potential errors. Xerox® ConnectKey Technology evolves with your needs by restricting usage and regulating color printing. The User Permission control integrates with your internal authentication system, allowing you to prevent pre-determined or non-authenticated users from seeing specific features on the user interface.

Xerox is here so you can connect anywhere.

The WorkCentre 7800i series allows you to control device functions from any workstation. The Remote Control Panel makes it more convenient to train users and for IT staff to remotely view and monitor the user interface.

Xerox® devices built on ConnectKey Technology support a Wi-Fi Direct connection that lets you print from your mobile device without having to connect to a network.

Xerox enables secure and accurate printing and scanning with a continuum of mobile options that fit your environment, with free print and scan apps, such as Xerox® Mobile Link App, plus a robust set of mobile enterprise solutions.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting www.xerox.com/mobile.

Unrivaled Security for Total Peace of Mind

ConnectKey Technology provides advanced features and technologies to help ensure your company's confidential information stays secure. Our standard security features include AES 256-bit hard disk encryption, McAfee® protection powered by Intel Security, image overwrite, secure print with timed deletion and emailing to external mail servers.

For more information about how Xerox helps make you more secure, visit www.xerox.com/security.



Continuing the Innovation

- **High-resolution output.** 1200 x 2400 dpi, photo quality color images and crisp text give your documents clarity and impact.
- **Harness the power of Fiery.** Upgrading your WorkCentre 7800i series with an EFI® Fiery® Network Server gives you a host of benefits including color management tools, enhanced productivity and flexible workflow tools.

Xerox® Easy Translator Service.

This optional service allows customers to scan a document and receive a translated print and/or email notification. Users can also send an image from an iOS or Android device, or a PC, that is forwarded for translation. For more information, visit <https://xeroxtranslates.com>



To learn more about ConnectKey Technology-enabled features, go to www.xerox.com/ConnectKeyEG



- 1 **High-Capacity Feeder holds 2,000 sheets of paper.** This brings the maximum capacity up to 5,140 sheets. The Xerox® WorkCentre® 7830i/7835i models are available with capacities of 2,180 or 3,140 sheets.
- 2 **Exceptional media flexibility.** The WorkCentre 7800i series handles a wider range of media types and weight from more trays than most devices in its class. It supports up to 300 gsm and media sizes up to 12.6 x 19 inches / 320 x 483 mm.
- 3 **Print envelopes easily** using our optional envelope tray (replaces Tray 1).
- 4 **Large work surface** (included with Convenience Stapler) gives you plenty of room to sort documents.

- 5 **Dual-head, single pass scanner** on the WorkCentre 7845i/7855i saves time by simultaneously scanning both sides of two-sided documents at up to 133 impressions per minute. The WorkCentre 7830i/7835i uses a Duplex Automatic Document Feeder scanner that scans at up to 70 impressions per minute.
- 6 **Customizable 8.5-inch user interface.**
- 7 **Standard apps for extra convenience.** Xerox® App Gallery, @PrintByXerox and QR Code help with mobile printing and pairing and loading new apps.

- 8 **Professional Finisher*** adds 50-sheet multiposition stapling, hole punch, V-fold and saddle-stitch booklet making.
Office Finisher LX* (not shown) gives you advanced finishing functions at a great value, and offers optional booklet making.
Integrated Office Finisher (only for WC7830i/7835i)* (not shown) provides 500-sheet stacking and 50-sheet, single-position stapling.

* Optional



Environmental Features

The WorkCentre 7800i series delivers cutting-edge reductions in energy consumption.

Conserve energy with green technologies.

- **Xerox® EA Toner.** Our EA Toner with ultra low-melt technology achieves minimum fusing temperature at 68°F (20°C), lower than conventional toner, for even more energy savings and brilliant glossy output even on ordinary paper.
- **Induction heating.** The newly developed, heat-efficient IH fuser does not require preheating, which helps reduce power consumption in standby mode by 44% compared to a resistance heating device.
- **LED scanner.** The power consumption of the scanner using LED lighting is one-third of traditional scanners using fluorescent lamps.

Manage resource usage and print responsibly.

- **Energy Management.** With Cisco EnergyWise®, enabled by Xerox® Power MIB (Management Information Base), you can control, manage and report your device's power consumption information, and set optimal power states and timeout intervals.
- **Earth-smart printing.** Our innovative new Xerox® Earth Smart feature allows you to choose the most environmentally sensitive options for your print jobs.
- **ENERGY STAR® and EPEAT qualified.** WorkCentre 7800i series devices meet the stringent ENERGY STAR® requirements for energy use and the EPEAT (United States) comprehensive environmental rating system.

The WorkCentre 7800i Series Color Multifunction Printer is built on Xerox® ConnectKey® Technology. For more information, visit www.connectkey.com.

Device Specifications	WorkCentre 7830i	WorkCentre 7835i	WorkCentre 7845i	WorkCentre 7855i
Speed	Up to 30 ppm color and black-and-white	Up to 35 ppm color and black-and-white	Up to 45 ppm color and black-and-white	Up to 50 ppm color Up to 55 ppm black-and-white
Duty Cycle ¹	Up to 90,000 pages / month	Up to 110,000 pages / month	Up to 200,000 pages / month	Up to 300,000 pages / month
Hard Drive / Processor / Memory	Minimum 250 GB HDD / 1.2 GHz Dual-core / 2 GB system plus 1 GB page memory			
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Wi-Fi Direct with Optional Xerox® USB Wireless Adapter			
Controller Features	Unified Address Book, Remote Control Panel, Online Support (accessed from the user interface and print driver), Configuration Cloning			
Optional Controller	EFT® Fiery Network Server			
Copy and Print				
Copy and Print Resolution	Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi			
First-print-out Time (as fast as)	9 seconds color / 7.7 seconds black-and-white		7.5 seconds color / 6.4 seconds black-and-white	7.1 seconds color / 5.9 seconds black-and-white
Page Description Languages	Adobe® PostScript® 3™, PDF, PCL 5c / PCL 6, XML Paper Specification (XPS®) (Optional)			
Print Features	Print from USB, Encrypted Secure Print, Xerox® Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Xerox® Color By Words, Application Defaults, Two-sided Printing (as default), Hold All Jobs			
Mobile Printing and Apps	Standard	Apple® AirPrint®, Mopria® Certified, QR Code App, Xerox® App Gallery App, @PrintByXerox App		
	Free Download	Xerox® Print Service Plug-in for Android, Mopria® Print Service Plug-in for Android™, Xerox® Mobile Link App		
	Optional	Xerox® Mobile Print, Xerox® Mobile Print Cloud, Xerox® Easy Translator Service		
Scan	Standard	Destinations: Scan to Mailbox, Scan to USB, Scan to Email, Scan to Network; File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Single Touch Scan, Searchable PDF, Single/Multi-Page PDF / XPS / TIFF, Encrypted / Password Protected PDF, Linearized PDF / PDF/A		
	Optional	ConnectKey® for DocuShare®, Xerox® Scan to PC Desktop® SE and Professional, other solutions available through various Xerox Business Innovation Partners		
Fax	Standard	Internet Fax, Fax Build Job, Network Server Fax Enablement		
	Optional	Fax Forward to Email or SMB, Walk-up Fax (one-line and two-line options, includes LAN Fax)		
Security	Standard	McAfee® Embedded, McAfee ePolicy (ePO) Compatible, HDD Overwrite, AES 256-bit Encryption (FIPS 140-2 compliant), SHA-256 Hash Message Authentication, Common Criteria Certification (ISO 15408) ² , Encrypted Secure Print, Secure Fax, Secure Scan, Secure Email, Cisco® TrustSec Identity Services Engine (ISE) Integration, Network Authentication, TLS, SNMPv3, Audit Log, Access Controls, User Permissions		
	Optional	McAfee Integrity Control, Smart Card Enablement Kit (CAC/PIV.NET), Xerox® PrintSafe Software		
Accounting	Standard	Xerox® Standard Accounting (Copy, Print, Scan, Fax, Email), Network Accounting Enablement		
	Optional	Equitrac Express®, Equitrac Office®, YSoft SafeQ®, other network accounting solutions available through various Xerox Business Innovation Partners		
Paper Input	Standard	Duplex Automatic Document Feeder: 110 sheets; Speed: up to 70 ipm (simplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / 148 x 210 mm to 297 x 420 mm	Single-pass Duplex Automatic Document Feeder: 130 sheets; Speed: up to 133 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / 148 x 210 mm to 297 x 420 mm	
		Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 in. to 12.6 x 19 in. / 89 x 98 mm to 320 x 483 mm Tray 1: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm		
	Choose One	3 Tray Option (Total 2,180 sheets): Adds three 520-sheet paper trays; Sizes: 5.5 x 7.2 in. to 12 x 18 in. / 140 x 182 mm to SRA3	NA	
	Optional	High Capacity Tandem Tray Option (Total 3,140 sheets): Adds one 520-sheet paper tray, one 867-sheet paper tray and one 1,133-sheet paper tray; Sizes: 8.5 x 11 in. / A4 High Capacity Feeder (HCF): 2,000 sheets; Sizes: 8.5 x 11 in. / A4 long edge feed Envelope Tray: Up to 60 envelopes: #10 commercial, Monarch, DL, C5, Large U.S. Postcard, A6, Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in. / 98 x 148 to 162 x 241 mm		
Paper Output / Finishing	Standard	Dual Offset Catch Tray: 250-sheets each Face up Tray: 100 sheets		
	Optional	Office Finisher LX: 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch) Integrated Office Finisher (optional with WorkCentre 7830i/7835i): 500-sheet stacker, 50 sheets stapled, single-position stapling Professional Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and hole punch, saddle-stitch booklet maker, V-Fold Convenience Stapler: staples 50 sheets (based on 75 gsm), includes Work Surface		

¹ Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis. ² Undergoing evaluation.

Xerox® ConnectKey® Technology	Xerox Corporation	Xerox® Easy Translator Service	Xerox® App Studio	Xerox® Mobile Print Cloud 2013 and 2015 Pick	Xerox® Mobile Print Solution 2014 and 2015 Pick	WorkCentre 7855 2013 Pick
	  			 	 	
2016 Outstanding Achievement in Innovation	2014, 2015 and 2016 Document Imaging Software Line of the Year	2016 Outstanding Achievement in Innovation	2015 Outstanding Achievement in Innovation	Outstanding Small Business Mobile Print Solution	Outstanding Enterprise Mobile Print Solution	Outstanding 51- to 60-ppm A3 Color MFP
2016 Article 2016 Certificate	2016 Article 2016 Certificate	2016 Article 2016 Certificate	2015 Article 2015 Certificate	2015 Article 2015 Certificate	2015 Article 2015 Certificate	2013 Article 2013 Certificate

For more detailed specifications, go to www.xerox.com/office/WC7800Specs.
Build and configure your own Xerox® WorkCentre 7800i series Color Multifunction Printer at www.buildyourownxerox.com/connectkey.





Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for **Engineering Services and Software Development**. It includes Network and System troubleshooting, programming, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include; Server Implementations, Network Design and Engineering, and at client request.

Professional Service Agreement Terms:

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

Purchase of Professional Service Agreements are non refundable.

Clients with **PSA** receive priority telephone response time over non-PSA clients.
(average response time: less than 1 hour)

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

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

Travel time is billed as straight time

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

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

Engineer's time is billable when:

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

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

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

EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of

Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250.00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefore.

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

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 155.00		None
A	10	\$ 95.00	\$ 950.00	\$ 600.00
B	25	\$ 90.00	\$ 2250.00	\$ 1625.00
C	50	\$ 85.00	\$ 4250.00	\$ 3500.00
D	100+	\$ 75.00	\$ 7500.00+	\$ 8000.00+

Contract Selected: _____

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

Company: _____

Address: _____

Signature: _____

Date: _____ **PO#:** _____

Integrated Systems Co-signed: _____

Integrated Systems Contract Summary

Date: 11/28/2016

Village of Pittsford

	Time	Normal Billing Rate	Value of Time
Total Time Units Spent with Customer	15.55	\$ 155.00	\$ 2,410.25
Total Discounts Given By Integrated Systems		\$ 155.00	\$ -
Credits considered in this reporting	18	\$ 90.00	\$ 2,250.00
			\$ -
			\$ -
Savings Due to Contract			\$ 1,625.00
Discounts hours			
Savings Due to Contract #			

Balance - **Over** or Available
Hours Over

2.29

Total Savings to You	\$ 1,625.00
-----------------------------	--------------------

Note : "Total Savings to You" are a summary of the discounts given by Integrated Systems (from the actual time spent on your projects) and the savings due to the existing contract(s). "The Total Time Spent" reflects your total expenditure on computer integration and support issues, if all of our technician's time was billed at our normal billing rate.

Village Board Meeting December 13, 2016

Minutes

- October 11, 2016, Village Board Meeting
- October 25, 2016, Village Board Meeting

PROCEEDINGS OF A REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES
October 11, 2016 -7:00 PM

Present

Mayor: Robert C. Corby
Trustees: Lili Lanphear
Frank Galusha
Alysa Plummer
Margaret Caraberis
DPW Superintendent: John Curfari
Building Inspector: Floyd Kofahl
Recording Secretary: Dorothea M. Ciccarelli

CALL TO ORDER

Motion by Mayor Corby seconded by Trustee Plummer called the meeting to order at 7:00 PM.
Vote: Corby – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

BOARD MEMBER – CONFLICTS OF INTEREST DISCLOSURE

Mayor Corby asked if any of the Board members had a conflict of interest or had accepted gifts associated with any of the meeting agenda items. The Board members indicated that they had no conflicts of interest to report.

SPECIAL USE PERMIT – 50 STATE STREET, BUILDING K

Representatives for the New American Gastro Pub reviewed their intention to open a new restaurant in Northfield Common. They reviewed with the Board their previous experience with the restaurant business. The restaurant they are proposing will be open for lunch and dinner, 7 days a week, but may change with the seasons. They will also be offering take-out food. They anticipate having seating for 57 patrons with 40 seats in the dining area and 17 seats in the bar area. The Board discussed with the applicant his staffing requirements, and he indicated that he intended to have 4-6 employees. Mayor Corby spoke to the applicant regarding the parking requirement for the intended use. The business will require 23 parking spaces. The current location does not have the required parking, and the applicant indicated that he will investigate rental of parking spaces. Mayor Corby informed the applicant that it will be necessary to see lease paperwork for the additional parking. The Board discussed trash removal with the applicant. The applicant indicated that there is a dumpster program for the property located by building O, behind the Recovery Caboose. Trustee Caraberis questioned if the applicant has filed for his liquor license. The applicant indicated that they have not filed at this time. The applicant also informed the Board that they were hoping to use the patio in good weather. Mayor Corby and the Board discussed all the necessary items they would like to see for the next meeting.

Motion Trustee Plummer, seconded by Trustee Caraberis, to set a public hearing for the New American Gastro Pub for a Special Permit on December 13, 2016 at 7:30 PM.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– no. **Motion carried.**

Mayor Corby made a resolution, seconded by Trustee Plummer, to request that the Planning Board review this application and issue an advisory comment on this application.

Vote: Corby – yes; Lanphear – yes; Galusha - yes; Plummer – yes; Caraberis – yes. **Motion Carried.**

AUTHORIZATION TO HIRE FISHER ASSOCIATES – PER APRB RECOMMENDATION

The Building Inspector reviewed with the Board the request from the APRB to hire Fisher Associates to issue an advisory opinion for remediation or demolition the house located at 44 Sutherland Street. The consultant will be doing a full assessment review and report. As per New York State law, the consultant will not be doing the remediation and will only be providing the report.

Motion Mayor Corby, seconded by Trustee Caraberis, to authorize the hiring of Fisher Associates for a cost not to exceed \$1,700.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

STATE STREET SIGNAGE

Mayor Corby discussed with the Board the requested speed limit signage at the Village line. He informed the Board that he will follow up on the matter with the DOT, to see what is possible.

LIGHT ON UTILITY POLE - ELMBROOK

Mayor Corby also reviewed with Board the request from residents of Elmbrook Drive for an additional light on a utility pole. The Board continued the discussion on the recent meeting with the neighbors on the traffic study conducted in the area. In reviewing the need for stop signs in the area, the neighbors requested that three stop signs be installed. The Board requested that Mayor Corby seek out the pricing on the additional mast heads needed.

SETTING OF PUBLIC HEARING FOR A LOCAL LAW AMENDING VILLAGE CODE CHAPTER 93

The Village Board discussed the proposed local law change amending Chapter 93 of the Village Code. This amendment will update the code and clarify the Planning Board's role in SEQR.

Motion Mayor Corby, seconded by Trustee Caraberis, to set a public hearing on November 15, 2016 at 7:30 PM, on the proposed local law to amend Chapter 93 of the Village Code.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

MEMBER ITEMS

Trustee Galusha informed the Board that he has met with the union representative for the DPW employees. He will be setting up follow-up dates with the representative for the union negotiations. Mayor Corby would like to see two Village representatives, as well as the labor attorney, at the meetings. Trustee Galusha will update the Mayor on the next date.

Trustee Galusha discussed with the Board the DPW garage improvements needed for the loft area, as suggested by the Village Engineer.

DPW REPORT

- Mr. Cufari updated the Board on the status of the loader; it currently seems to be working since the last issue.
- Mr. Cufari will be trying to repair the Elmbrook Drive culvert and Elm Street sidewalk this week. Craig Prince has been hired to repair the South Street drainage for a total of \$1,850.00. Currently the culvert has stayed clean.
- The DPW continues to grind sidewalks, but may run out of time to do all the necessary work this year. Currently, the area north of the four corners has been completed.

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- The Department is currently working on Village street lights; they are changing the operation over to LEDs when they have time to work on them.
- Mr. Cufari sent out Truck 2, the heavy-duty dump truck, for hoist and salter repairs.
- Currently the Skid Steer needs four new tires that we will contract with Bob Cat to replace.
- The John Deere tractor needs two new rear tires.
- The flowers are still hanging.
- Hi-way Rehab has cored three streets for us and the cores are acceptable for heat-in-place recycling. This process saves 40% on paving costs. He suggested that they review the streets that were acceptable. The contractor will require the Village to do three streets.
- Mr. Cufari suggested that Mayor Corby and Trustee Galusha make appointments to meet with Senator Rich Funke for possible funding for Village projects.

BUILDING REPORT

Residential:

- A. Issued 3 Building Permits –
- 1) 7 Elmbrook Drive – Fence
 - 2) 14 Stonegate Lane – Plumbing hook-up
 - 3) 13 Stonegate Lane – Plumbing hook-up

Mr. Kofahl has issued 4 Certificates of Occupancy and 4 Certificates of Compliance. There was a total of 38 inspections for residential work.

Commercial:

- B. Issued 5 Building Permits –
- 1) 69 Monroe Avenue – Interior Renovations
 - 2) 65 Monroe Avenue – Interior Renovations
 - 3) 40 State Street – Sign
 - 4) 21 North Main Street – ADA Chair Lift
 - 5) 10 Schoen Place – Guard Rail

He issued 2 Certificates of Occupancy. There were a total of 27 inspections for commercial building permits.

APRB

1. There were 5 applications for the APRB to review at the October 3rd, 2016 meeting.
 - * 15 Elmbrook Drive – Fence – (approved)
 - * 6 Green Hill Lane – Deck – (approved)
 - * 19 Lincoln Avenue – Garage door – (approved)
 - * 34 Sutherland Street – New detached garage – (approved)
 - * 36 Sutherland Street – Addition to existing home and a new detached garage – (approved)

There were 2 Special Meetings for 44 Sutherland Street. There are 2 applications for the November 7th 2016 meeting.

PZBA

1. There are 3 applications for the October 17th, 2016 meeting.
 - * 34 Sutherland Street – Detached garage
 - * 36 Sutherland Street – Addition and detached garage
 - * 44 North Main Street – Temporary Use permit for Christmas Tree Sales

There are no applications for the September 19th meeting.

General:

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1. The new Building Permit application has been posted on line. This will give us more information and proper contact information, as well as let the applicants know what to submit.
2. 13 and 14 Stonegate Lane received the Building Permits for the sewer hook-up. 13 Stonegate Lane hooked into the main line and received approvals from the Village Engineer.
3. The Parking lot work has started at Northfield Common. This is projected to be completed by the end of October. They are also working on the landscaping and some lighting.
4. Mr. Kofahl has been working with Village Attorney Jeff Turner on local laws and language and applicability.
5. He has spoken with the applicants for the Chase Bank Planning Board application. They will be on the November PZBA agenda for review. They are proposing to remove most of the concrete area on the east side of the building, as well as repaving the parking lot.
6. The APRB has received quotes for the 44 Sutherland Street assessment of the mold situation. This is before the Board of Trustees for approval of fund expenditures.
7. Mr. Kofahl has contacted 3 contractors for quotes for the reconstruction of the ticket booth formerly located at Northfield Common. We have received 2 quotes. This will need the Board of Trustees review and direction.
8. The Village Hall renovations for the wheelchair lift has been completed and inspected by all appropriate parties. The Village Clerk is working on closing out the paperwork.

Other Issues:

1. The new codes for the State of New York are now in effect. All applications received from this point on are required to comply with the newly adopted IC Codes for New York. IC stands for International Codes. This brings New York State in alignment with most of the other states.
2. Mr. Kofahl has continued to attend update trainings for the new codes, as well as new procedures for other compliances, such as SEQR, DEC etc.
3. The Monroe County MS4 Association is starting a new round of grant funding. We will be looking at what the Village may need in the way of MS4 storm water management issues.

Enforcement Issues:

1. Mayor Corby and Mr. Kofahl reviewed with the Board the shutters on Bank of America; the Bank intended to remove the wooden shutters and replace them with plastic. Mr. Kofahl spoke to the branch manager and placed a stop-work-order on the process.
2. The Board discussed the current 5-year agreement in place on the Powers property. Currently, the owners have missed benchmarks on the necessary repairs since the agreement has been in place. Mr. Kofahl will be in touch with the property owner.
3. Mr. Kofahl received a settlement offer on the ticket booth. He reviewed with the Board quotes he received on the replacement of the booth. The Board requested a counter offer be given for the replacement or to give the owner 30 days to replace the ticket booth on their site.
4. The Board discussed the Pittsford Dairy and the detention pond and the necessary enforcement issues to correct the situation. Mr. Kofahl discussed with the Board that he had received notice from an insurance company that the Dairy had intended to demolish a building on the property. He contacted the company and informed them they had not received the necessary approvals.
5. Mr. Kofahl reviewed with the Board, as requested, the options for enforcement on the snow plow registration. Attorney Jeff Turner, Dorothea Ciccarelli, and Mr. Kofahl met and discussed the options. The consensus was that attempting to register the snow plow drivers would have immense obstacles and suggested alternative enforcements measures. Trustee Galusha indicated that the suggestions would not work for the Department and made additional suggestions for enforcement.

CDBG GRANT

The Clerk discussed with the Board the remaining grant funding for the bathroom remodeling. Given delays with the wheelchair lift, the deadline to complete the bathroom remodel is the beginning of the 2017-2018 budget year. Mayor Corby reviewed with the Board the need to get a review of the water infiltration of walls and ceiling, and then we would be able to come up with a plan and a price for the remodel.

Motion Mayor Corby, seconded by Trustee Plummer, to obtain a quote on the water infiltration problem at the Village Hall from Bero Architects.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– no. **Motion carried.**

TREASURER’S REPORT

Village Clerk, Dorothea M. Ciccarelli, presented vouchers listed on Abstract #009 of 2016/2017 fiscal year for approval. A motion was made by Mayor Corby, seconded by Trustee Plummer, to approve payment of the vouchers listed on Abstract #009 in the amounts stated below and to charge them to the appropriate accounts.

Vouchers for approval – Abstract #009

<input type="checkbox"/> General Fund (#242-#272):	\$ 17,337.74
<input type="checkbox"/> Sewer Fund (#259):	\$ 83.95
<input type="checkbox"/> Capital Improvements 2015 (#248)	<u>\$ 60.42</u>
Total Vouchers for Approval:	\$ 17,482.11

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

Motion Mayor Corby, seconded by Trustee Galusha, to approve the September 2016 Financials for the General and Sewer Fund.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

VILLAGE CLERK REPORT

The Clerk reviewed with the Board the cleaning schedule for the Village Hall. She had arranged for the carpets to be cleaned, floors to be buffed and was seeking approval to have the windows cleaned. The Clerk reviewed with Board the quote for the cleaning and asked to be authorized up to the dollar amount for the cleaning.

Motion Mayor Corby, seconded by Trustee Plummer, to approve the expenditure of up to \$1,100 for cleaning of the Village Hall windows.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

EXECUTIVE SESSION

Motion Mayor Corby, seconded by Trustee Plummer, to enter executive session to discuss a specific personnel matter.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

Motion Mayor Corby, seconded by Trustee Lanphear, to exit executive session at 9:30 PM.

Vote: Corby – yes Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

ADJOURNMENT

Motion Mayor Corby, and seconded by Trustee Galusha, to adjourn the meeting at 9:45 PM.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

PROCEEDINGS OF A REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES
October 25, 2016 -7:00 PM

Present

Mayor: Robert C. Corby
Trustees: Lili Lanphear
Frank Galusha
Alysa Plummer
Margaret Caraberis
DPW Superintendent: John Curfari
Recording Secretary: Dorothea M. Ciccarelli

CALL TO ORDER

Motion by Mayor Corby seconded by Trustee Lanphear called the meeting to order at 7:00 PM.
Vote: Corby – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

BOARD MEMBER – CONFLICTS OF INTEREST DISCLOSURE

Mayor Corby asked if any of the Board members had a conflict of interest or had accepted gifts associated with any of the meeting agenda items. The Board members indicated that they had no conflicts of interest to report. Mayor Corby disclosed that there is an enforcement issue involving 45 South Main Street that involves a relative of his. He stated that he wanted to disclose this to avoid an appearance of a conflict of interest.

TREASURER’S REPORT

Village Clerk, Dorothea M. Ciccarelli, presented vouchers listed on Abstract #10 of 2016/2017 fiscal year for approval. A motion was made by Trustee Caraberis, seconded by Trustee Lanphear, to approve payment of the vouchers listed on Abstract #10 in the amounts stated below and to charge them to the appropriate accounts.

Vouchers for approval – Abstract #10

• General Fund (#274-#287, #289-#315,#317):	\$ 46,767.21
• Sewer Fund (#399, 316):	<u>\$ 2,638.00</u>
Total Vouchers for Approval:	\$ 49,405.21

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

Motion by Mayor Corby, seconded by Trustee Plummer, to release \$1760 in support for the management and training of the Pittsford Farmers Market; the Village Board recognizes that this is an important community event and that is why we pledge support; this is conditional upon receipt of additional documentation from representatives managing the Market.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

VILLAGE CLERK REPORT

The Village Clerk and Trustee Caraberis reviewed with the Board the anticipated health care rates. The projected increase is 12%. She stated that currently, we are reviewing ways to reduce the impact of the increase.

The Clerk reviewed with the Board the request for a peddling permit from The Penn State Dance Marathon (known as THON), which raises funds for pediatric cancer care and research through the Four Diamonds Fund in Hershey, PA. They will be requesting permission from stores on Main Street before they started fund raising

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Motion by Mayor Corby seconded by Trustee Plummer, to approve the peddling permit request for The Penn State Dance Marathon to be held on October 29 and 30, 2016. .

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

The Clerk discussed the Holiday Staff Meeting with the Board and discussed a date for the Meeting. It was scheduled for December 16, 2016.

Picture Day was discussed with the Board, and Trustee Plummer and the Clerk informed the Board that they are updating all the staff and Board photos for the new website. Mayor Corby will also be providing additional photos for the website.

MEMBER ITEMS

Mayor Corby reviewed with the Board a meeting he had with the Town Supervisor, Bill Smith. He confirmed that the Town will be making application to the PZBA and APRB for review of the Town Recreation Center's renovations. Mayor Corby also informed the Supervisor of the Village's planting of trees between the sidewalk and curb as a gateway traffic-calming treatment, and the Town agreed to plant trees on Woodcreek Drive. The Mayor and Supervisor also discussed the removal of the Copper Beach Tree on State Street in a couple of years. The Mayor stated that the Village should review the area and plan for the removal and redesign of the area with street trees. This will help with the loss of the tree.

Mayor Corby reviewed correspondence received from the Department of Transportation (DOT). The Department indicated that they had completed their review of Route 31 from Schoen Place to Wood Creek Drive. They informed the Mayor there were some potential countermeasures that could be implemented to help reduce speed and provide pedestrian accessibility. Trustee Caraberis questioned if the DOT would place larger traffic signs elsewhere in the Village. Mayor Corby further informed the Board that he is still working on the Active Transportation Grant, the draft at this time still requires work. The draft will be forwarded when available.

Mayor Corby reviewed with the Board information received at the Association of Mayors Dinner on Zombie House legislation from the Town of Greece. He will be working to redraft the legislation so it will work for the Village.

Bero Architects has forwarded a draft of the construction documents for the new pavilion on Schoen Place. The Mayor will be reviewing it and will be meeting with Jennifer Ahrens. In addition, he will review with them bathroom renovations and the water filtration problem. Mayor Corby also discussed his conversation with Al Herdklotz, Commander of the American Legion, regarding improving the back entrance to the Village Hall. To make that entrance code complaint will cost about \$80,000. The Legion is looking for a grant for the project, and Mayor Corby is going to have a schematic design done on the entrance. The project will require a SHPO review.

Trustee Caraberis reiterated to the Board that the Spiegel Center will be in front of both the Planning and Zoning Board, as well as the Architectural Preservation and Review Board. She also informed the Board that the SEQR requirements for the project have not been completed, the Town will be the Lead Agency for the project, and the Village will be an involved agency as well. The project is also looking for grants.

ATTORNEY CLIENT MEETING

Motion Mayor Corby, seconded by Trustee Plummer, to enter attorney-client meeting.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

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Motion Mayor Corby, seconded by Trustee Lanphear, to exit attorney-client at 7:50 PM.

Vote: Corby – yes Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. Motion carried.

PUBLIC HEARING – MORATORIUM

Mayor Corby requested a change to Local Law #5 on Page 1, he requested the following be added: “The Village of Pittsford Central Business District and national retail economy continue to evolve. It is necessary from time to time to modify Village regulations to better suit current economic conditions and community need to insure both the Village business economy and residents’ quality of life are maintained and enhanced.”

The Board discussed the change and concluded that the overall intent of the local law has not changed. These changes provide further clarification of the law.

Proof of the legal notice below having been published, Mayor Corby made a motion, seconded by Trustee Plummer, to open the public hearing to consider Imposing a Moratorium on Special Permits Issued Pursuant to Pittsford Village Code Sections 210-74. and 210-74.1 of the zoning code of the Village of Pittsford.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

Please take notice that a Public Hearing will be held before the Village of Pittsford Board of Trustees, on Tuesday, October 25, 2016 at 7:30 p.m. at 21 North Main Street, Pittsford, New York. The Board will consider Imposing a Moratorium on Special Permits Issued Pursuant to Pittsford Village Code Sections 210-74. and 210-74.1 of the zoning code of the Village of Pittsford. A copy of the proposed local law is on file in the Office of the Village Clerk, where interested parties may inspect between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday or on the Village website www.villageofpittsford.org.

Janet Reynolds, 35 Church Street - Questioned the Board on the reasons for adding the additional wording to the local law. Mrs. Reynolds also questioned if there were any additional special permits under review that would not be affected by the moratorium. She was informed that there was only two at this time.

There being no one present wishing to speak further for or against this local law, a motion was made by Mayor Corby, seconded by Trustee Plummer, to close the public hearing.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

Motion Trustee Lanphear, seconded by Trustee Caraberis, to adopt a local law imposing a Moratorium on Special Permits Issued Pursuant to Pittsford Village Code Sections 210-74. and 210-74.1.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

PUBLIC HEARING – CIPOLLA AND ROMAINE

Joseph Cipolla and Greg Kacprzynski submitted letters in support of their application to add to the record. Mayor Corby informed the applicant that he had a conversation with Fire Marshall, Kelly Cline, who brought it to his attention that there are kitchen deficiencies. The Board and the applicant discussed the need to file variances with the Department of State. The applicants have received their health permit for the operation of the kitchen. The Board discussed with the applicant tabling the public hearing until they are able to resolve the deficiencies, since the Special Permit could not be issued without a working kitchen.

Proof of the legal notice below having been published, Mayor Corby made a motion, seconded by Trustee Plummer, to open the public hearing to consider a Special Permit application for a restaurant in the building located at 9 South Main Street, Pittsford, NY.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

Please take notice that a Public Hearing will be held before the Village of Pittsford Board of Trustees, at a meeting on Tuesday, October 25, 2016 at 7:30 PM at the Village Hall, 21 North Main Street, Pittsford, NY, to consider an application made by Cipolla and Romaine Inc. for a Special Permit for a restaurant in the building located at 9 South Main Street,

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Pittsford, NY, which location is in a B1A – Special Historic Business District, pursuant to Chapter 210-74 A (2), Special Permit Uses in B-1, B-1A, B-2, B-4 and M-1 Districts.

Motion Mayor Corby, seconded by Trustee Galusha, to table the public hearing for Cipolla and Romaine to consider a Special Permit application to Tuesday, November 15, 2016 at 7:30 P.M.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

POWERS FENCE

The Board requested this item be moved to the November 15, 2016 Board agenda.

LEGAL CONTRACTS

Trustee Caraberis discussed with the Board the contract provided by Mindy Zoghlin for the Zoghlin Group to represent the Village of Pittsford Planning and Zoning Board of Appeals. The Board discussed the contract and discussed the routine and non-routine services to be provided and the impact this would have on the budget for the Planning and Zoning Board of Appeals.

Motion Trustee Plummer, seconded by Mayor Corby, to approve the contract with the Zoghlin Group for representation of the Village of Pittsford Planning and Zoning Board of Appeals.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

PUBLIC HEARING FOR STOP SIGNS TO BE LOCATED ON EASTVIEW TERRACE AND ELMBROOK DRIVE

Mayor Corby discussed with the Board the need to adopt a local law for the placement of stops signs to be located on Eastview Terrace and Elmbrook Drive.

Motion Mayor Corby, seconded by Trustee Caraberis, to set a public hearing for December 13, 2016 at 7:30 pm to consider a local law for the placement of three stops signs to be located on Eastview Terrace and Elmbrook Drive.

Vote: Corby – yes, Lanphear– yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

ATTORNEY

Motion Mayor Corby, seconded by Trustee Lanphear, to enter attorney-client meeting.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

Motion Mayor Corby, seconded by Trustee Lanphear, to exit attorney-client meeting at 9:45 PM.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

ADJOURNMENT

Motion Mayor Corby, and seconded by Trustee Galusha, to adjourn the meeting at 9:45 PM.

Vote: Corby – yes, Lanphear – yes, Galusha – yes, Plummer – yes, Caraberis– yes. **Motion carried.**

Dorothea M. Ciccarelli, Recording Secretary