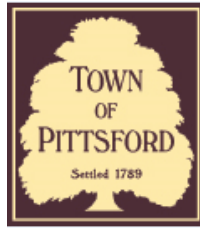


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy
Supervisor
Kevin Beckford
Cathy Koshykar
Stephanie Townsend

TOWN BOARD AGENDA

Tuesday, January 5, 2021 – 6:00 pm
Meeting by Online Video with Public Access

Page 1 of 2

Call to Order
Pledge of Allegiance

Minutes

Public Comment
Approval of Minutes of Meetings from December 15, 2020

Legal Matters

Public Comment
Renewal of Contract with MBR Group, PC
Renewal of Contract with SWBR
Renewal of Contract with TYLI

Financial Matters

Public Comment
Petty Cash, Voucher Approval, Pay Period, Mileage Reimbursement Rate, Health Insurance
Reimbursement Rate, Meeting Reimbursement Rate, Per Diem Rate, Bank Depository.

Operational Matters

Public Comment
Board Discussion: Diversity Training for Town Staff and Planning Board
Board Discussion: Equity Advisory Board

Personnel Matters

Public Comment
Conference Attendance for 2021
Designation of Delegate/Alternate Delegate for Association of Towns Annual Meeting
Town of Pittsford EAP Contract -2021-2023

Other Business

Public Comment
Adjournment

Instructions for online viewing and offering comments on attached page 2

How to view the meeting:

1. Zoom

- In your web browser, go to

<https://townofpittsford.zoom.us/j/89993132453?pwd=RUVPUXQ0UERkaIRZcIE5TDNPOHhVdz09>

You will be connected to the meeting.

2. Telephone

- You can access the meeting by phone. Use any of the numbers below, then enter the meeting ID. The Meeting ID is 899 9313 2453. No password is necessary.

(929) 205-6099	(312) 626-6799
(253) 215-8782	(301) 715-8592
(346) 248-7799	(669) 900-6833

3. Comments

By E-Mail

- Pittsford residents can submit a comment for the meeting by emailing it to comments@townofpittsford.org any time before 2:30pm on the date of the meeting.
- Comments must be accompanied by your name and street address. Comments by e-mail will be read aloud by the Town Clerk.
- To comment by email on anything that takes place at the meeting, use the email address shown prior to 2:30pm on the next meeting date. The Clerk will read such comments from residents aloud at that meeting.

Using Zoom

- For commenting during the meeting, please begin with your name and street address.
- At the points where the Supervisor asks if there are public comments, if you are a Pittsford resident and wish to comment, click “Raise Hand” in the control panel. (Telephone attendees press *9).
- Your comment will be taken in the order received. When you receive a message to “Unmute Now” please do so and make your comment. All comments must begin with the name and street address of the commenter.
- Alternatively, residents who don’t have a microphone or who prefer or need to submit a comment in writing can do so by clicking “Chat” in the controls at the bottom of your Zoom window.
- When called upon, beginning with your name and street address please type your message into the chat window, then press “Enter” to send. The Town Clerk will read your message aloud.

Minutes of the Town Board for December 15, 2020

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
DECEMBER 15, 2020**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, December 15, 2020 at 6:00 P.M. local time via Zoom.

PRESENT: Supervisor William A. Smith, Jr.; Kevin Beckford, Katherine B. Munzinger and Stephanie M. Townsend.

ABSENT: Councilmember Cathy Koshykar.

ALSO PRESENT: Staff Members: Spencer Bernard, Chief of Staff; Amanda Madigan, Library Director; Paul J. Schenkel, Commissioner of Public Works; Brian Luke, Finance Director; Robert B. Koegel, Town Attorney; Linda M. Dillon, Town Clerk, Cheryl Fleming, Director of Personnel, and Shelley O'Brien, Communications Director.

ATTENDANCE: There were approximately thirty-three (33) members of the public in attendance, two (2) additional staff member(s) and an ASL interpreter.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M., and lead participants in the Pledge to the Flag. The Town Clerk noted one member of the Board absent, Councilmember Koshykar.

MINUTES

MINUTES OF THE NOVEMBER 17, DECEMBER 2 AND DECEMBER 7, 2020 APPROVED

A Resolution to approve the Minutes of the November 17, December 2 and December 7, 2020 meetings was offered for approval by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: None.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the November 17, December 2 and December 7, 2020 meetings be approved as written.

LEGAL MATTERS

PUBLIC COMMENTS

No comments were offered regarding Legal Matters.

PITTSFORD YOUTH SERVICES AGREEMENT APPROVED

Acknowledging and confirming the increase in funding to \$61,000, as provided in the adopted Town Budget for 2021, a Resolution to approve the annual Pittsford Youth Services Agreement was offered by Councilmember Townsend, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed Agreement with Pittsford Youth Services for calendar year 2021.

Minutes of the Town Board for December 15, 2020

PITTSFORD ANIMAL HOSPITAL AGREEMENT APPROVED

A Resolution to approve the annual agreement with Pittsford Animal Hospital for dogs and cats that periodically are held at their facilities was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to execute the proposed agreement with the Animal Hospital of Pittsford for boarding and veterinary services involving stray animals for the year 2021.

ELDERBERRY EXPRESS AGREEMENT APPROVED

Noting the long-term (since 1987) relationship with Elderberry Express, a Resolution to approve the annual Elderberry Express Agreement was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed 2021 Agreement with Elderberry Express.

FINANCIAL MATTERS

PUBLIC COMMENTS

No comments were offered regarding Financial Matters.

BUDGET TRANSFERS APPROVED

Supervisor Smith noted the addition to the Agenda items, with the proposed end of the year Budget Transfers that are necessary, and thereafter, offered a motion to approve the Budget Transfers, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the transfers are approved as follows:

- That \$ 24,700.00 be transferred from 1.1989.2001.3.1 (WT – IT Replacement Schedule) and \$11,250.00 from 1.1989.2002.1.1 (WT - Office Equipment Replacement Schedule) to 1.9950.9000.1.1 (WT -Transfer to Capital) and that these funds then be transferred to the Whole Town Office Equipment Capital Reserve.
- That \$62,598.00 be transferred from 1.1989.2025.2.7 (Park Equipment – Fleet Schedule) and \$22,749.00 from 1.1989.2029.1.1 (General Administration – Fleet Schedule) to 1.9950.9000.1.1 (WT – Transfer to Capital) and that these funds then be transferred to the Whole Town Equipment Capital Reserve.
- That \$746.00 be transferred from 2.1989.2001.3.1 (PT – IT Replacement Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and that these funds then be transferred to the PT – Office Equipment Capital Reserve.
- That \$480.00 be transferred from 2.1989.2029.1.1 (PT – Fleet Schedule) to 2.9950.9000.1.1 (PT – Transfer to Capital) and that these funds then be transferred to the PT – Equipment Capital Reserve.
- That \$10,427.00 be transferred from 4.1989.2003.2.4 (Highway – Fleet Schedule) to 4.9950.9000.1.4 (Highway WT – Transfer to Capital) and that these funds be transferred to the WT – Equipment Capital Reserve.

Minutes of the Town Board for December 15, 2020

- That \$ 954.00 be transferred from 6.1989.2001.3.6 (Sewer – IT Replacement Schedule) and \$500.00 from 6.1989.2002.1.6 (Sewer – Office Equipment Replacement Schedule) to 6.9950.9000.1.6 (Sewer – Transfer to Capital) and that these funds then be transferred to the Sewer Office Equipment Capital Reserve.
- That \$73,976.00 be transferred from 6.1989.2029.2.6 (Sewer – Fleet Schedule) to 6.9950.9000.1.6 (Sewer – Transfer to Capital) and that these funds then be transferred to the Sewer Equipment Capital Reserve.

AGREEMENT FOR GASB 75 ACTUARIAL SERVICES APPROVED

Finance Director, Brian Luke, gave a brief explanation of the proposed agreement in compliance with GASB 75 reporting requirements regarding the Town's Other Post-Retirement Employee Benefits (OPEB). Thereafter, a Resolution to authorize an Agreement with Brown and Brown Consulting for GASB (Government Accounting Standards Board) 75 Actuarial Services was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Supervisor is authorized to sign an agreement with Brown & Brown Consulting for GASB 75 Actuarial Services at a cost not to exceed \$2,250.00.

DECEMBER VOUCHERS APPROVED

A resolution to approve the proposed vouchers was offered by Deputy Supervisor Munzinger, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the December 2020 vouchers No. 149368 through 149719 in the amount of \$591,916.95 are approved for payment.

PERMA WORKERS COMPENSATION INSURANCE APPROVED FOR RENEWAL

Following the suggestion and acknowledgement of Councilmember Townsend's recommendation to solicit bids next year for this insurance policy, Deputy Supervisor Munzinger made a motion to approve the renewal of the insurance policy with PERMA (Public Employer Risk Management Association) for Workers Compensation insurance, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be authorized to sign the policy renewal with PERMA for Workers Compensation insurance.

OPERATIONAL MATTERS

PUBLIC COMMENTS

Supervisor Smith directed comments to be heard and read regarding the first three (3) items under Operational Matters first (Library Board appointments, Landmark Designation and Town of Brighton Snow and Ice Agreement for Allens Creek Road). Thereafter, the Board will entertain further comments regarding the Board discussion relative to Diversity Training and an Equity Advisory Board.

No comments were offered regarding the first three items under Operational Matters on the Agenda.

Minutes of the Town Board for December 15, 2020

APPOINTMENT OF LORI LUSK TO THE LIBRARY BOARD OF TRUSTEES CONFIRMED

Following a brief explanation from Library Director, Amanda Madigan, of the process in seeking, selecting and reviewing applicants for a position on the Library Board of Trustees, a motion was offered by Deputy Supervisor Munzinger to appoint Lori Lusk to the Library Board, seconded by Supervisor Smith, and voted on by members as follows: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the selection of the Library Board for appointment be and hereby is confirmed, ratified and approved, and Lori Lusk be and hereby is appointed to the Library Board for a term of five (5) years, effective January 1, 2021, with a term ending December 31, 2025.

RE-APPOINTMENT OF TRACY CASTLEBERRY TO THE LIBRARY BOARD OF TRUSTEES CONFIRMED

Upon the recommendation of the Library Board of Trustees, Supervisor Smith offered a motion to confirm the re-appointment of Tracy Castleberry for her second term to the Library Board of Trustees, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the selection of the Library Board for re-appointment be and hereby is confirmed, ratified and approved, and Tracy Castleberry be and hereby is appointed to the Library Board for another term of five (5) years, effective January 1, 2021, through December 31, 2025.

LANDMARK DESIGNATION OF EAST STREET BURYING GROUND APPROVED

Upon the recommendation of the Town Historian, and supported by the Town's Design Review and Historic Preservation Board, a Resolution to approve the Landmark Designation of the East Street Burying Ground was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Supervisor be and hereby is authorized to execute on behalf of the Town the application for Landmark Designation of the East Street Burying Ground, in the form annexed hereto.

AGREEMENT WITH TOWN OF BRIGHTON FOR SNOW AND ICE CONTROL ON ALLENS CREEK ROAD APPROVED

A Resolution to approve the Agreement with the Town of Brighton for the Snow and Ice Control on Allens Creek Road was offered by Supervisor Smith, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board accepts the recommendation of the Commissioner of Public Works and authorizes the Town Supervisor to execute the Snow and Ice Control Intermunicipal Agreement with the Town of Brighton for Allens Creek Road in the amount of \$5,848.18 for the 2020/2021 winter season.

BOARD DISCUSSION: DIVERSITY TRAINING FOR TOWN STAFF AND PLANNING BOARD/ DISCUSSION: EQUITY ADVISORY BOARD PUBLIC COMMENTS

The following residents offered comments to the Board: John Limbeck, Chair of the Planning Board; Annalise Johnson-Smith and Jon Sussman.

Supervisor Smith opened the discussion by asking Councilmember Townsend to review her proposal and recommendations. Thereafter, Councilmember Townsend acknowledged the comments offered at the last meeting

Minutes of the Town Board for December 15, 2020

wherein this agenda item was discussed and recommended that a committee or commission be formed for an approximately six-month period of time, to review and develop specific recommendations to consider regarding diversity training as well as an Equity Advisory Board. Councilmember Townsend suggested that this commission/committee consist of two (2) Town Board members, two (2) staff members and four (4) residents. She suggested that we consider accepting applications for this commission in the same manner and at the same time as we do for all our other volunteer boards. Deputy Supervisor Munzinger stated her support in these recommendations and felt that it was a better starting point in moving forward. Councilmember Beckford suggested using the Ghandi Institute for guidance in these efforts and supports a formalized Board to be established on a long-term basis. Supervisor Smith encouraged Councilmember Townsend to work with Town Attorney Koegel to develop a Resolution to present to the Board for consideration at the second meeting in January, to form this commission or committee.

SPECIAL END-OF-THE-YEAR MEETING SET FOR DECEMBER 30 AT 10:00 A.M.

As is customary at the end of each fiscal year, the Town Board sets and holds an end-of-the-year meeting to approve the final vouchers and payments to close the year. Therefore, Supervisor Smith offered a motion to set the final end-of-the-year Town Board meeting for December 30 at 10:00 a.m., seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the special End-of-the-Year meeting be set for December 30 at 10:00 a.m. via Zoom.

PERSONNEL MATTERS

PUBLIC COMMENTS

No public comments were offered regarding Personnel Matters.

2021 HOLIDAY SCHEDULE APPROVED AS AMENDED

Councilmember Townsend requested that an additional Floating Holiday be added to the proposed Schedule of Holidays, giving all staff two (2) optional days in the year to use as an additional Holiday. Thereafter, a Resolution to approve the 2021 Holiday Schedule as amended was offered by Councilmember Townsend, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the 2021 Holiday Schedule be and hereby is approved as amended.

HIRING RECOMMENDATIONS APPROVED

A Resolution to approve the new hires was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Munzinger, Townsend and Smith. Absent: Koshykar. Nays: none.

The following Resolutions were declared carried as follows:

RESOLVED, that the Town Board approves the recommended hire for the following employees:

Name	Position	Rate	Date of Hire
April Newman	Library	Library Clerk – Perm PT	\$16.46 12/08/2020
Randy Marra	DPW	Asst Building Inspector –Perm PT	\$23.79 01/04/2021

Minutes of the Town Board for December 15, 2020

OTHER BUSINESS

Supervisor Smith noted that Joule Assets had set a Public Information Meeting regarding Community Solar for December 16 at 6:00 p.m. – 7:00 p.m. via Zoom. Joule was supposed to have mailed a letter from the Town to all households advising them of the December 16 Zoom meeting. To date, no such letters have arrived in Pittsford. Therefore, in addition to the meeting tomorrow, there will be an additional meeting for which the Town will handle the mailing directly, at Joule's expense. Councilmember Townsend suggested consulting with the Town's Environmental Advisory Board about a project or projects to fund with the Community Sustainability fund. Supervisor Smith will contact the Board's Chairman. Councilmember Beckford inquired about plans for Martin Luther King Day and will confer with Recreation Director Jessie Hollenbeck on this subject.

PUBLIC COMMENTS

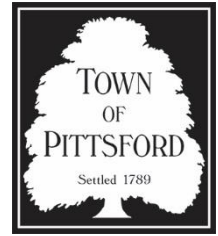
Residents Annalise Johnson-Smith and Jon Sussman offered comments.

As there was no further business, the Supervisor adjourned the meeting at 7:20 P.M.

Respectfully submitted,

Linda M. Dillon, Town Clerk

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 30, 2020

Regarding: Agreement with MRB Group, P.C.

For Meeting On: January 5, 2021

Ladies and Gentlemen:

For the past several years, MRB Group, P.C. has been providing consulting engineering services to the Town, primarily relating to the Planning Board applications for subdivisions and site plans. The consultant's fees for such services are typically reimbursed to the Town from the applicant before the Planning Board.

Submitted herewith is a draft "Short Form of Agreement Between Owner and Engineer for Professional Services" that would continue our use of MRB's services for calendar year 2021. This year, the hourly rates for some categories of service have increased compared to last year, but they are still consistent with the rates of other engineering firms we retain, and of the marketplace in general. Finally, our Commissioner of Public Works, Town Engineer, and Director of Planning and Zoning have all reviewed these rates, and found them to be reasonable.

Parenthetically, we also retain MRB and other firms for engineering services for Town projects; however, those services are negotiated separately and result in an individual contract for each such project.

Since the proposed Agreement involves a contract for professional services requiring technical expertise, competitive bidding is not required. The same is true for our other two annual engineering contracts.

RESOLUTION

I move that the Town Supervisor be authorized to sign the proposed "Short Form of Agreement Between Owner and Engineer for Professional Services" with MRB Group, P.C., for consulting engineering services.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

Copyright © 2015:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [January 1, 2021] (“Effective Date”) between [Town of Pittsford] (“Owner”) and [MRB Group Engineering, Architecture and Surveying, D.P.C.] (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: [General Engineering Services] (“Project”).

Engineer’s services under this Agreement are generally identified as follows: [Engineering consultation for various general “Town Engineering” matters, as necessary and requested by Owner including, but not limited to review of subdivision plans and preparation of written recommendations thereon for the Town Planning Board, general consulting services to Owner including attendance at meetings of the Town Board, Town Planning Board and other agencies of the Owner, and field observations as necessary in connection with submitted subdivision plans and construction. Further description and related matters are included in Exhibit A, which form a part of the Agreement.] (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. ~~Engineer shall complete its Services within the following specific time period: If no specific time period is indicated,~~ Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and ~~2.03 (Additional Services)~~. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. ~~The total compensation for Services and reimbursable expenses is estimated to be \$[].~~

~~2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for

or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal,

State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates

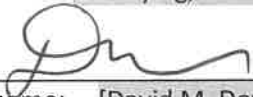
Exhibit A – Further Description of Services, Responsibilities, time and Related Matters

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [Town of Pittsford]

Engineer: [MRB Group Engineering, Architecture, and Surveying, D.P.C.]

By: _____
Print name: _____
Title: Town Supervisor
Date Signed: _____

By: 
Print name: [David M. Doyle, P.E.]
Title: [Vice President]
Date Signed: 12-11-20

Engineer License or Firm's Certificate No. (if required):

[0014548]

State of: [New York]

Address for Owner's receipt of notices:
[11 South Main Street, Pittsford, NY 14534]

Address for Engineer's receipt of notices:
[145 Culver Road, Suite 160, Rochester, NY 14620]

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [January 1, 2021].

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and ~~2.03~~, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

CATEGORY	RATE
Principal Engineer	\$210.00
Senior Project Manager	\$189.00
Senior Economic Manager	\$185.00
Project Manager	\$175.00
Senior Analyst	\$155.00
Sr. Civil Engineer	\$165.00
Civil Engineer III	\$140.00
Civil Engineer II	\$130.00
Civil Engineer I	\$120.00
Senior Technician	\$155.00
Senior Process Manager	\$120.00
Process Manager	\$95.00
Sr. GIS Analyst	\$125.00
Sr. Design Technician	\$125.00
Design Technician I	\$90.00
Design Technician II	\$105.00
Senior Architect	\$180.00
Architect III	\$140.00
Architect II	\$120.00
Architect I	\$110.00
Associate Architect	\$105.00
Senior Planning Associate	\$140.00
Planning Associate	\$110.00
Construction Administrator	\$80.00
Construction Facility Observation	\$90.00
Construction Utility Observation	\$85.00
Administrative Assistant	\$65.00
Reproduction Coordinator	\$65.00
Specialty Rate	\$180.00
Litigation	\$275.00

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2015 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

EXHIBIT A
Agreement between Town of Pittsford and MRB Group
2021

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

Engineer's Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction, to approve the portions of the Project to be designed or specified by Engineer.

Owner's Responsibilities

Owner shall, at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objective and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relevant to previous designs, construction, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- D. Owner shall be responsible for all requirements and instructions it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

Times for Completion

- A. The term of this Agreement shall be 12 months.
- B. Engineer shall complete its obligations within a reasonable time.

MEMORANDUM

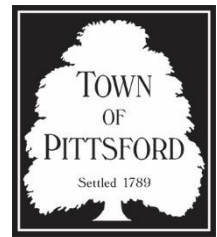
To: Town Board Members

From: Robert B. Koegel

Date: December 30, 2020

Regarding: Consulting Agreement with SWBR

For Meeting On: January 5, 2021



Ladies and Gentlemen:

Construction of non-residential buildings involves compliance with the complex set of rules established by the State of New York and contained in the Uniform Fire Prevention and Building Code. Review of plans for construction to ensure that they comply with these state requirements is a laborious effort.

Our Code Enforcement Office, similar to most towns in our area, utilizes the services of local engineering/architectural firms to review such plans and report back to us as to compliance with the Uniform Code. We have used two (2) engineering firms for these reviews, one of which is SWBR Architecture, Engineering & Landscape Architecture, P.C. (the other is TYLI), and have been pleased with both.

The Code review arrangements are that the Code Enforcement Office directly requests and pays for the services, with reimbursement from the involved developer. Such arrangement is similar to the procedure we use for engineering review in site plan and subdivision situations.

A proposed Agreement renewing this arrangement with SWBR is submitted with this Memo. The attached Agreement is essentially a renewal of the annual Agreement we began in 2012 and will be in effect, by its terms, through the end of 2021. Notably, the SWBR 2021 Hourly Rates for the Town of Pittsford have not increased for any categories of personnel from the 2020 rates.

RESOLUTION

I move that the Town Board approve the proposed Agreement for Code Compliance Services with SWBR and authorize the Town Supervisor to sign the Agreement.

AGREEMENT FOR CODE COMPLIANCE SERVICES

This is an Agreement between SWBR Architecture, Engineering & Landscape Architecture, P.C., a Professional Corporation with offices at 387 East Main Street, Rochester, New York 14604 (“SWBR”) and the Town of Pittsford, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534 (“Town”), where the Town seeks to engage the services of a professional third party consultant to provide the services necessary to fulfill the Town’s obligation to regulate the design, construction and use of buildings and structures within its boundaries;

NOW, THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Section I. SWBR’s Services

- A. SWBR shall provide services to the Town in the area of plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting.
- B. Requests for services shall be transmitted by the Town Code Enforcement Officer to SWBR in writing, in person, or by telephone (followed by a written request). Both the Town and SWBR shall keep a record of requests made.
- C. SWBR shall provide for the review of plans for compliance with the NYS Uniform Fire Prevention and Building Code. Reviews shall not include issues of compliance with zoning, SEQRA, site work/landscaping, fire protection system calculations, conveyances, or other local, state or federal requirements, except where specifically referenced in a technical document of the Uniform Code. Review for conformance with these regulations will be performed by the Town, and forwarded to SWBR upon request. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by SWBR directly with the applicant. SWBR staff shall host permit workshops whenever requested by the applicant. SWBR shall provide written reports on the results of each review, in a format approved by the Town and SWBR, including any necessary administrative or organizational meetings.

Section 2. Fee

SWBR shall submit monthly, a detailed invoice showing an accounting of the work performed on behalf of the Town, based on hours worked and travel provided in accordance with SWBR’s “2020 Hourly Rates, Town of Pittsford”, attached hereto, along with duly executed vouchers on forms supplied by the Town. Payments for services rendered shall be made by the Town within 30 calendar days of the date of SWBR invoices.

Persons chosen by SWBR to perform various tasks associated with this Agreement will be at the sole discretion of SWBR, based on the nature of the request for service, the experience and level of education or the specialization in certain disciplines, and SWBR will make every effort to exercise care and efficiency with respect to the impact to the Town or the applicants on the cost of services.

Section 3. Authorized Agents

SWBR designates the Project Manager and the Town designates the Code Enforcement Officer, as the authorized agents for all communications pursuant to this Agreement.

Section 4. Response Time

Complete, written comments on the compliance of all aspects of the project with applicable codes, shall be provided by SWBR to the Town within the following time periods after receipt of a complete application by SWBR. The term "complete application" shall be deemed to include all drawings, specifications, shop drawings, statement of special inspection, soils reports, energy compliance worksheets and other information necessary to convey the intent and scope of the work for which the applicant is seeking or is required to seek a permit in accordance with the Town's Municipal Code, the New York State Uniform Fire Prevention and Building Code and applicable reference standards.

- | | |
|-------------------------------|----------------------------|
| ▪ Minor Commercial Remodeling | 10 full business days |
| ▪ Major Commercial Remodeling | 15 - 30 full business days |
| ▪ New Construction Commercial | 15 - 30 full business days |

Section 5. Term

- A. The term of this Agreement shall be from January 1, 2020 to December 31, 2020.
- B. Termination by Either Party. Either SWBR or the Town may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party. However, the parties agree that the Agreement shall not be terminated between the dates of May 1 and October 31. Upon any termination of this Agreement, or upon expiration of the term, SWBR shall promptly turn over to the Town all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained. Final payment to SWBR, or reimbursement to the Town, shall be prorated to the date of termination.

Section 6. Compliance with Laws

In connection with the services to be performed under this agreement, SWBR and the Town and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder. This specifically includes the provision of Part 1203 ("Minimum Standards for Administration and Enforcement") of Title 19 of the New York State Uniform Fire Prevention and Building Code.

Section 7. Liability and Indemnification

- A. The Town hereby covenants and agrees to indemnify, defend and hold harmless SWBR and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable

attorney's fees and costs of defense, incurred by SWBR as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.

- B. SWBR hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach, fault or intentional misconduct of SWBR in the conduct of work under this Agreement.
- C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement

Section 8 Independent Contractor: Neither Party Deemed Agent

SWBR shall perform the services under this Agreement as an independent contractor. Neither SWBR nor any of its officers, agents or employees shall present themselves as officers or employees of the Town. Neither SWBR nor the Town shall be deemed to be the agent of the other, except as specifically set forth herein.

Section 9 Prohibition against Assignment or Transfer

SWBR is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the Town.

Section 10. Contract Deemed Executory, Covenant by Town

This Agreement shall be deemed executory only to the extent of monies appropriated for its purpose. The Town represents and covenants that all monies to be paid to SWBR during the term of this Agreement have been duly authorized and will be made available for that purpose.

Section 11. Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 12. Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 13. No-Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the either party from enforcing each and every term of this Agreement thereafter.

Section 14. Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 15. Conflicts of Interest

In the event that either the Town or SWBR believes that the fulfillment of duties by SWBR under the terms of this agreement may be construed as a conflict of interest by virtue of SWBR's relationship with persons or firms having an interest in the approval of construction projects, then SWBR may recuse themselves from performance on a case by case basis. Where such conflict is identified by SWBR, SWBR shall issue a written disclosure to the Town. Where necessary, SWBR shall make recommendations for the person or firm SWBR believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Town, will contract for those services directly with the Town.

Town of Pittsford

By:

William A. Smith, Jr., Supervisor

Date

SWBR Architecture, Engineering & Landscape Architecture, P.C.

By:

David J. Beinetti, President

Date



ROCHESTER OFFICE
387 East Main St
Rochester NY 14604
585 232 8300
rochester@swbr.com

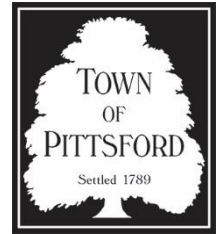
Architecture
Graphic Design
Interior Design
Landscape Architecture
Structural Engineering

2021 Town of Pittsford Hourly Rates

Principal	\$230.00
Sr. Structural Engineer	\$170.00
Sr. Interior Designer	\$155.00
Sr. Project Managers & Designers	\$155.00
Sr. Landscape Architect	\$155.00
Sr. Construction Administrator	\$150.00
Project Managers & Architects II	\$140.00
Sr. Technical Coordinators	\$140.00
Structural Engineer	\$140.00
Project Managers & Architects I	\$125.00
Sr. Graphic Designer	\$120.00
Interior Designer III	\$115.00
Landscape Designer II	\$115.00
Technical Coordinators / Senior Designers	\$110.00
Structural Designer	\$100.00
Interior Designer II	\$90.00
Project Designer II	\$90.00
Interior Designer I	\$85.00
Project Designer I	\$85.00
Landscape Designer I	\$85.00
Technical Assistants	\$75.00



MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 30, 2020

Regarding: Compliance and Engineering Services with TYLI

For Meeting On: January 5, 2021

Ladies and Gentlemen:

Construction of non-residential buildings requires compliance with the complex set of rules established by the State of New York and contained in the Uniform Fire Prevention and Building Code. Review of construction plans to ensure compliance with these state requirements is a laborious effort.

Our Code Enforcement Office, like other local code enforcement offices in our area, utilizes the services of regional engineering/architectural firms to review such plans and to comment upon their compliance with the Uniform Code. We have used at least two engineering firms for these reviews, one of which is TYLI (the other is SWBR), and we have been pleased with both of them.

The Code review arrangements are such that the Code Enforcement Office directly requests and pays for the services, and the involved developer reimburses us for the services.

Our Code Enforcement Office and our Planning and Zoning Department also use outside consultants for engineering services to the Town, primarily for review of site plans, subdivision plans, and stormwater pollution prevention plans. As with Code compliance matters, reimbursement for engineering services in connection with development plans comes from the involved developers.

This year, as with last year, our proposed Agreement with TYLI is for both code compliance services and engineering review services. The proposed Agreement is essentially a renewal of the annual Agreement we began in 2012, and it will continue, by its terms, through the end of 2021. There are modest increases in the hourly billing rates of some of the categories of services this year, and a few categories with more significant increases. Still, rates are well in the range of other engineering consultants retained by the Town. As with our other annual engineering contracts, the Commissioner of Public Works, the Town Engineer, and the Director of Planning and Zoning have all reviewed these rates and have found them to be reasonable.

RESOLUTION

I move that the Town Board approve the proposed Agreement for Code Compliance and Engineering Services with TYLI and authorize the Town Supervisor to sign the Agreement.

AGREEMENT FOR CODE COMPLIANCE AND ENGINEERING SERVICES

This is an agreement between TYLI International Engineering and Architecture, P.C., a Professional Corporation with an office at 255 East Avenue, Rochester, New York 14604 ("TYLI") and the Town of Pittsford, a municipal corporation having offices at 11 South Main Street, Pittsford, New York 14534 ("Town"), where the Town seeks to engage the services of a professional third party consultant to provide the services and necessary skills to fulfill the Town's obligation to regulate the design, construction and use of buildings and structures within its boundaries;

NOW, THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Section I TYLI's Services

Section IA Code Compliance Services

A. TYLI shall provide services to the Town in the area of code compliance plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting.

B. Requests for services shall be transmitted by the Town Code Enforcement Officer to TYLI in writing, in person, or by telephone (followed by a written request). Both the Town and TYLI shall keep a record of requests made.

C. TYLI shall provide for the review of plans for compliance with the NYS Uniform Fire Prevention and Building Code. Reviews shall not include issues of compliance with zoning, SEQRA, site work/landscaping, fire protection system calculations, conveyances, or other local, state or federal requirements, except where specifically referenced in a technical document of the Uniform Code. Review for conformance with these regulations will be performed by the Town, and forwarded to TYLI upon request. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by TYLI directly with the applicants. TYLI staff shall host permit workshops whenever requested by the applicants. TYLI shall provide written reports on the results of each review, in a format approved by the Town and TYLI, including any necessary administrative or organizational meetings.

Section IB Engineering Plan Reviews

A. TYLI shall provide services to the Town in the area of engineering plan review, on an as requested basis. The work shall include the necessary clerical assistance, travel time, communications and reporting, as well as signature on final plans and SWPPPs as "Town Engineer".

B. Requests for services shall be transmitted by the Director of Planning Zoning and Development or Code Enforcement Officer to TYLI in writing, in person, or by telephone (followed by a written request). Both the Town and TYLI shall keep a record of requests

made.

C. TYLI shall provide for engineering review of Site Plan, Subdivision submissions and Storm Water Pollution Prevention Plans as requested by the Town. Reviews shall be for state and federal requirements and if requested, compliance with zoning, SEQRA, and Town of Pittsford Design Standards. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by TYLI directly with the applicants, with a record of these communications provided to the Town. TYLI staff shall host review workshops whenever requested by the applicants. TYLI shall provide written reports on the results of each review, in a format approved by the Town and TYLI, including any necessary administrative or organizational meetings.

Section 2 Fee

TYLI shall submit monthly detailed invoices showing an accounting of the work performed on behalf of the Town, based on hours worked and travel provided in accordance with TYLI's hourly billing rates, attached hereto, along with duly executed vouchers on forms supplied by the Town. Payments for services rendered shall be made by the Town within 30 calendar days of the date of TYLI's invoices.

Persons chosen by TYLI to perform various tasks associated with this Agreement will be at the sole discretion of TYLI, based on the nature of the request for service, the experience and level of education or the specialization in certain disciplines, and TYLI will make every effort to exercise care and efficiency with respect to the impact to the Town or the applicants on the cost of services.

Section 3 Authorized Agents

TYLI designates the Manager of Compliance Services and the Town designates the Code Enforcement Officer or Director of Planning Zoning and Development, as the authorized agents for all communications pursuant to this Agreement.

Section 4 Response Time

Complete, written comments on the compliance of all aspects of the project with applicable codes, shall be provided by TYLI to the Town within the following time periods after receipt of a complete application by TYLI. The term "complete application" shall be deemed to include all drawings, specifications, shop drawings, statement of special inspection, soils reports, energy compliance worksheets and other information necessary to convey the intent and scope of the work for which the applicant is seeking or is required to seek a permit in accordance with the Town of Pittsford's Municipal Town Code, the New York State Uniform Fire Prevention and Building Code, and applicable reference standards.

- | | |
|-------------------------------|----------------------------|
| • Minor Commercial Remodeling | 10 full business days |
| • Major Commercial Remodeling | 15 – 30 full business days |
| • New Construction Commercial | 15 – 30 full business days |

Section 5 Term

A. The term of this Agreement shall be from January 1, 2021 to December 31, 2021.

B. Termination by Either Party. Either TYLI or the Town may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party, however, the parties agree that the Agreement shall not be terminated without cause between the dates of May 1 and October 31. Upon any termination of this Agreement, or upon expiration of the term, TYLI shall promptly turn over to the Town all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained. Final payment to TYLI, or reimbursement to the Town, shall be prorated to the date of termination.

Section 6 Compliance with Laws

In connection with the services to be performed under this Agreement, TYLI and the Town and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder. This specifically includes the provision of Part 1203 ("Minimum Standards for Administration and Enforcement") of Title 19 of the New York State Uniform Fire Prevention and Building Code.

Section 7 Liability and Indemnification

A. The Town hereby covenants and agrees to indemnify, defend and hold harmless TYLI and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by TYLI as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.

B. TYLI hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach, fault or intentional misconduct of TYLI in the conduct of work under this Agreement.

C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement.

Section 8 Independent Contractor: Neither Party Deemed Agent

TYLI shall perform the services under this Agreement as an independent contractor. Neither TYLI nor any of its officers, agents or employees shall present themselves as officers or employees of the Town. Neither TYLI nor the Town shall be deemed to be the agent of the other, except as specifically set forth herein.

Section 9 Prohibition against Assignment or Transfer

TYLI is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the Town.

Section 10 Contract Deemed Executory. Covenant by Town

This Agreement shall be deemed executory only to the extent of monies appropriated for its purpose. The Town represents and covenants that all monies to be paid to TYLI during the term of this Agreement have been duly authorized and will be made available for that purpose.

Section 11 Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 12 Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 13 No-Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the either party from enforcing each and every term of this Agreement thereafter.

Section 14 Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 15 Conflicts of Interest

In the event that either party to this Agreement, or any official, officer, director, or personnel of a party, believes that the performance by TYLI in connection with any one or more construction or development projects, or any portion of such project(s), pursuant to this Agreement may be construed as a conflict of interest (“Conflict”), such party must promptly deliver to the other party a written notice of such Conflict (a writing for purposes of the Notice may include email) (“Notice”). As used in the previous sentence, “construed as a conflict of interest” shall be interpreted broadly and shall include, without limitation, a potential conflict of interest or the appearance of a conflict of interest. Immediately after Notice is delivered, (i) TYLI shall recuse itself from any work or involvement in any construction or development project related to the Conflict and (ii) the Town shall have no obligation to pay to TYLI any fees, portion of fees, reimbursement, or compensation arising from any construction or development project related to the Conflict. Where necessary, TYLI shall make recommendations for the person or firm TYLI believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Town, will contract for those services directly with the Town.

Section 16 No Minimum

The decision to assign to TYLI (or contract with TYLI for) any specific project shall be solely within the Town’s discretion. The parties agree that the Town is not obligated to direct any minimum amount of work or minimum number of projects to TYLI pursuant to this Agreement.

Town of Pittsford

By: _____
William A.Smith, Supervisor Date

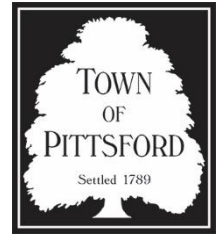
TYLI International Engineering and Architecture, P.C.

By: _____
Dennis Kennelly, P.E., Vice President Date

2021 HOURLY BILLING RATES - ROCHESTER

TITLE	2021 Billing Rates			
Principal	\$			250.00
Senior Project Manager	\$			180.00
Project Manager	\$			165.00
Senior Structural Engineer	\$			190.00
Senior Engineer	\$			140.50
Project Engineer	\$			130.00
Engineer	\$			111.00
Jr. Engineer	\$			92.50
Sr. Engineering Technician	\$			110.00
Engineering Technician	\$			92.50
Jr. Engineering Technician	\$			76.50
Support Staff	\$			65.00
NICET IV	\$			119.00
NICET III	\$			97.50
NICET II/I	\$			81.50
 PLANNING SERVICES				
Sr Project Manager - Planning	\$			190.00
Sr. Planner	\$			108.00
Planner	\$			80.50
 ARCHITECTURAL SERVICES				
Senior Architect	\$			175.00
Architect	\$			110.00
Senior Architectural Designer	\$			98.50
Architectural Designer	\$			84.50
 INTERIOR DESIGN				
Senior Interior Designer	\$			122.00
Interior Designer	\$			106.00
 MECHANICAL/ELECTRICAL/ PLUMBING SERVICES				
Sr. Engineer (M/E/P)	\$			163.00
Project Engineer (M/E/P)	\$			130.50
Engineer (M/E/P)	\$			111.00
Designer (M/E/P)	\$			92.50
M/E/P CADD Drafter	\$			76.00
 CODE SERVICES				
Sr. Project Manager - Codes	\$			195.00
Sr. Code Consultant	\$			165.00
Sr. Fire Safety Specialist	\$			135.00
Code Compliance Consultant	\$			125.00
 CONSTRUCTION MANAGEMENT				
Senior Construction Manager	\$			143.50
Construction Manager	\$			130.50
Permits Manager	\$			118.00
 REIMBURSABLES				
Printing Services				Cost + 10%
Messenger Services, UPS				Cost + 10%
Travel Expenses				Cost + 10%
8-1/2 x 11 prints / copies in-house	\$	0.15	mono/	\$ 0.30 color per sheet
8-1/4 x 14 prints / copies in-house	\$	0.20	mono/	\$ 0.40 color per sheet
11 x 17 prints / copies in-house	\$	0.25	mono/	\$ 0.50 color per sheet
Large Format - Bond	\$	0.50	mono/	\$ 1.00 color per square foot
Large Format - Vellum	\$	1.00	mono/	\$ 2.00 color per square foot
Large Format - Mylar	\$	2.00	mono/	\$ 4.00 color per square foot

MEMORANDUM



To: Town Board Members

From: Brian Luke

Date: December 30, 2020

Regarding: Financial Authorations for 2021

For Meeting On: January 5, 2021

Authorizations

Petty Cash Funds (in accordance with adopted policy)

<u>Account</u>	<u>Amount</u>	<u>Custodian</u>
Library	\$500.00	Library Director
Recreation Department	\$230.00	Recreation Director
Senior Citizens	\$ 90.00	Recreation Supervisor – Senior Services
Sewer Districts	\$150.00	Sewer District General Foreman
Town Clerk/Tax Receiver	\$650.00	Town Clerk/Tax Receiver
Town Justice	\$150.00	Court Clerk
Public Works	\$100.00	Commissioner of Public Works

Voucher Approval - the following people are authorized to approve vouchers:

Town Supervisor, Deputy Supervisor, Town Clerk, Director of Finance, Personnel Director, Assessor, Commissioner of Public Works, Library Director, Secretary to Commissioner of Public Works, Historian, Court Clerk, Recreation Director, Recreation Account Clerk, Deputy Commissioner of Public Works, Technology Manager, Recreation Supervisor – Senior Services, Communication Director, Animal Control Officer and Town Attorney

Pay Period - will be bi-weekly

Mileage Reimbursement Rate - will be \$0.56 per mile for the year 2021.

Health Insurance Reimbursement Rate – will be a maximum of \$4,000 per section 5.4 of the Personnel Rules

Meeting Schedule – Regular Town Board meetings will be scheduled for the 1st and 3rd Tuesday of each month at 6:00 PM at Town Hall, subject to the meeting calendar adopted by the Town Board for 2021 and rescheduling time and place from time to time.

Meeting Reimbursement - Staff members attending Association meetings will be reimbursed up to \$15.00 per meeting for lunch expenses

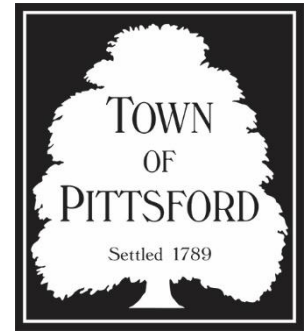
Per Diem Rate - the 2021 per diem rate for meal reimbursement at \$40.00 per day for meals and incidental expenses, or applicable federal rate “whichever is higher”.

Bank Depository - The following banks are approved as depositories for Town funds in 2021;

J.P. Morgan Chase, M&T, and Canandaigua National Bank

Designated Newspapers - the Brighton-Pittsford Post is designated as official Town newspaper for 2021, with additional newspapers The Daily Record and the Democrat & Chronicle.

MEMORANDUM



To: Town Board

CC:

From: Cheryl Fleming, Personnel Director

Date: December 21, 2020

Regarding: Conference Attendance Authorizations for 2021

FOR MEETING ON: January 5, 2021

The Town provides for and encourages continuing professional education for members of its staff. Based on advice and requests of the various department heads, the following Resolution is proposed. These proposed authorizations are substantially similar to the approvals made for this purpose last year and in recent years.

RESOLVED, that the following personnel be and hereby are authorized to attend the regular meetings of their professional organizations, as stated below, during 2021:

Conference Attendance Authorized - the following personnel are authorized to attend the regular meetings of their professional organizations:

Linda Dillon, Town Clerk & Receiver of Taxes
Monroe County Town Clerks, Tax Receivers & Collectors Association
New York State Town Clerks Association
New York State Association of Tax Receivers & Collectors

Karen Ward
New York State Tax Receivers and Collectors Association
Monroe County Town Clerks, Tax Receivers & Collectors Association

Paul Schenkel
American Public Works Association – State and Local Branch
Monroe County Highway Superintendents Association
GIS/SIG Regional Committee
Monroe County Stormwater Coalition

James Gagnier
Monroe County Highway Superintendents Association
PERMA – Safety Council for Western Region
Irondequoit Creek Watershed Collaborative (IWC)
Monroe County Stormwater Coalition (MCSC)

Michelle Debyah
GIS/SIG Regional Committee
NYS GIS Association

Rob Fromberger, Town Engineer
National Society of Professional Engineers – Monroe Chapter
American Society of Civil Engineers
American Public Works Association

Scott Wallman
Monroe County Highway Superintendents Association

Mark Lenzi, Building Inspector

Finger Lakes Building Officials Assoc. (FLBOA) or
Niagara Frontier Building Officials
Monroe County Fire Marshal Association

Allen Reitz, Building Inspector

Finger Lakes Building Officials Association (FLBOA)

Kelly Cline, Fire Marshal

Monroe County Fire Marshal Association
Finger Lakes Building Officials Association (FLBOA)

Town Supervisor, Town Attorney, one Board Member

New York State Association of Towns
(Conference only; no travel)

Stephen Robson, Assessor

Monroe County Assessors' Association
NYS Department of Tax & Finance – Office of Real Property Services
NYS Assessors Association

Brian Luke, Finance Officer

Monroe County Town Finance Officers Association
Government Finance Officers Association – State and Local
FLMHIT Meetings

Cheryl Fleming, Personnel Director

Monroe County Town Finance Officers Association
FLMHIT Meetings
Monroe County HR Meetings
PERMA Annual Conference – Spring/Fall Seminars

Shelley O'Brien, Communication Coordinator

Causeway Community Partners (formally Ad Council of Rochester)
Public Relations Society of America
Association for Women in Communications
National Association of Government Communicators

Jessie Hollenbeck

Genesee Valley Recreation and Parks Society
New York State Recreation and Parks Society

Alison Burchett

Genesee Valley Recreation and Parks Society
New York State Recreation and Parks Society

Katelyn Disbrow

Genesee Valley Recreation and Parks Society
New York State Recreation and Parks Society
FLMHIT Wellness Committee

Christine Winter

Genesee Valley Recreation and Parks Society
New York State Recreation and Parks Society

Cassandra Schrom

Genesee Valley Recreation and Parks Society
New York State Recreation and Parks Society

MEMORANDUM

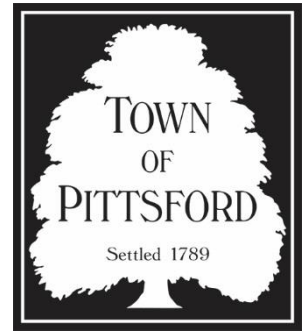
To: Town Board

CC:

From: Linda M. Dillon, Town Clerk

Date: January 2, 2021

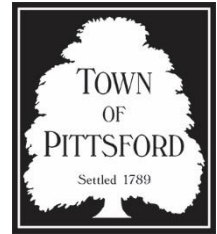
Regarding: Designation of Delegate/Alternate Delegate for Association of Towns Annual Business Meeting in 2021



The Association of Towns of the State of New York requires that the Town designate a delegate and an alternate delegate to vote at their Annual Business Meeting on February 17, 2021. Therefore, the following Resolution is proposed:

RESOLVED, that Supervisor Smith be designated as the delegate to represent and vote on behalf of the Town of Pittsford at the Annual Business Meeting of the Association of Towns on February 17, 2021 and that Town Board Member Stephanie Townsend be designated as the alternate delegate for the Town of Pittsford.

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: December 30, 2020

Regarding: UR Medicine EAP Agreement

For Meeting On: January 5, 2021

Over the years, the Town has entered into an annual or biennial professional services agreement with the University of Rochester Medical Faculty Group, on behalf of the Department of Psychiatry, to receive the benefits of the University's Employee Assistance Program ("UR Medicine EAP").

For a set annual base fee, the UR Medicine EAP assists the Town in updating its written policy for referrals to the EAP, assumes responsibility for the promotion of the program, provides training for Town personnel for making appropriate referrals to the EAP, provides orientation sessions on the EAP for all covered employees, provides Town employees and their immediate family members with assessment and short-term supportive interventions of up to five sessions, and makes available emergency coverage (24 hours/7 days a week) by a mental health professional via a pager to manage crisis-related problems.

This year, the annual base fee is \$2,419.92 (or \$4,839.84 for two years), based on a rate of 110 employees x \$22.00. This is higher than last year's base fee of \$2,103.70, which was computed on 109 employees x \$19.30.

The UR Medicine EAP also offers a series of wellness programs, on specific subjects such as dealing with change, conflict resolution skills, effective communication skills, coping with relationships, food and mood, diabetes and mental health, substance abuse, dealing with difficult people, depression, and self-esteem. Three (up from two) one-hour programs are offered under the base fee, and additional programs are billed at a rate of \$250/hour (up from \$150/hour). Additional program development and presentations are still billed at \$500.00.

In addition, the UR Medicine EAP provides three (up from two) Critical Incident Responses ("CIR"s) under the base contract. The EAP will respond to all additional CIR requests at a rate of \$200 per hour, the same rate as last year.

A copy of the proposed UR Medicine EAP agreement, which will run from February 1, 2021 to January 31, 2023, is attached.

RESOLUTION

I move that the Town Supervisor be authorized to execute the biennial UR Medicine EAP agreement with the University of Rochester Medical Faculty Group and the Department of Psychiatry for the benefits of the UR Medicine EAP.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of December 2020 by and between, **Town of Pittsford, 11 South Main Street, Pittsford, NY 14534** as plan sponsor and on behalf of its EAP program, hereinafter known as “**Town of Pittsford**” and the University of Rochester Medical Faculty Group, a division of the University of Rochester, on behalf of the Department of Psychiatry, providing services through its Employee Assistance Program, located at 315 Science Parkway, Entrance C, Rochester, NY 14620, hereinafter known as “UR Medicine EAP”.

WITNESSETH:

WHEREAS, Town of Pittsford desires to secure the professional services of UR Medicine EAP to provide Employee Assistance Program (EAP) services for employees of **Town of Pittsford**; and

WHEREAS, UR Medicine EAP has the necessary equipment, personnel, and expertise to perform EAP services; and

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

The Department of Psychiatry has an established employee assistance program (EAP) as a separate and distinct program. This program is comprised of a specialized clinical and administrative team who will provide a confidential setting to address the needs of all employees and immediate family members (those living in the household) of the covered employees of **Town of Pittsford**.

Section 1. DESCRIPTION OF SERVICES

UR Medicine EAP, upon the commencement date specified in Section 2 below, shall perform in a professional manner to the reasonable satisfaction of **Town of Pittsford** all of the services required below or reasonably required in order to carry out the services set forth herein:

A. The services provided may be conducted at UR Medicine EAP facilities, or other locations as determined by UR Medicine EAP.

B. UR Medicine EAP will assist and advise **Town of Pittsford** in updating its written policy for referrals to the EAP, which will include procedures to be utilized by supervisory personnel to identify, contact, evaluate and refer employees to the EAP.

C. UR Medicine EAP agrees to assume responsibility for the promotion of the program, including various brochures and posters. Included in the promotional activities are posters, program brochures, and informational sessions for both supervisory personnel and the general employee population. UR Medicine EAP will also provide information about EAP services at staff meetings and other sessions as requested by **Town of Pittsford**. **Town of Pittsford** agrees that all documents and promotional materials of UR Medicine EAP are the exclusive property of UR Medicine EAP and **Town of Pittsford** shall not reproduce or summarize the contents by any method whatsoever without first obtaining specific written approval from UR Medicine EAP.

D. UR Medicine EAP agrees to provide training for supervisors and managerial personnel to assist them in making appropriate referrals to the EAP. Training will include, but not be limited to, an instructional session on the program's objectives utilizing appropriate audiovisual materials, review and discussion of **Town of Pittsford's** policy and referral procedure, and any specific follow-up as may be requested by an individual supervisor. This supervisory/managerial training will be scheduled at times and locations that are approved in advance by **Town of Pittsford**. UR Medicine EAP agrees to provide supervisory training sessions annually for new supervisory personnel and as a refresher for existing staff.

E. UR Medicine EAP agrees to provide orientation sessions on the EAP for all covered employees. These employee orientation sessions will be scheduled at times and locations that are approved in advance by **Town of Pittsford**. UR Medicine EAP agrees to provide one (1) subsequent employee orientation session for new employees each year and to provide, upon requested by **Town of Pittsford**, one (1) follow-up session each year to update all employees on the program.

F. UR Medicine EAP offers a series of wellness programs, which address individual issues that can affect the workplace. Such programs include: Developing Resiliency While Moving through Change, Conflict Resolution Skills, Effective Communication Skills, Coping with Relationships: How Close Is Too Close, Food and Mood, Diabetes and Mental Health, When Substance Abuse Comes to Work, Dealing with Difficult People, Depression, and Self-Esteem. **Three (3)** one-hour programs will be offered at the **Town of Pittsford's** site under this contract. Additional programs will be billed at a rate of **\$250/hour**. **Additional program development and presentations will be billed at \$500.00**

G. UR Medicine EAP agrees to provide **(3) three Critical Incident Responses (CIR)** under this contract. A CIR response is a structured intervention to an event, which caused, or has the potential to cause, unusually strong emotional reactions that ultimately may interfere with an individual or group of individual's ability to function in his/her/their work role. **UR Medicine EAP will respond to all additional CIR requests at a rate of \$200.00 per hour.**

H. UR Medicine EAP agrees to provide **Town of Pittsford** employees and their immediate family members with assessment and referral and short-term supportive interventions of up to **five (5) sessions**. These interventions will be without charge to the employee or his/her family. If long-term counseling (**greater than five (5) sessions**) is required, the employee may be required to pay for services provided by the agency to which the employee is referred. UR Medicine EAP agrees to refer employees to agencies that are qualified to handle the employee's problems, and wherever feasible, to refer an employee to an agency whose fees will be covered by the employee's health insurance. Assessment, referral, and short-term interventions are intended to address the following issues: alcohol and substance abuse, mental and emotional difficulties, and personal problems such as marital and family difficulties, employment concerns, and stress caused by legal, financial, and credit problems.

I. UR Medicine EAP agrees to provide emergency coverage (24 hours/7 days a week) by a mental health professional via pager service to manage crisis related problems. This service will be discussed during all informational sessions conducted by UR Medicine EAP.

J. UR Medicine EAP agrees that its staff and the staff of any sub-contractor or any other entity referenced under this agreement shall possess the necessary qualifications, licenses, and training to perform the services to be provided under this contract.

K. UR Medicine EAP agrees to maintain the privacy, security and confidentiality of all information, including all medical records, charts, and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title II, Subtitle F, and regulations from time to time promulgated thereunder (“HIPAA”) and (ii) the protocols, rules, policies and other requirements of UR Medicine EAP and any accrediting agencies, licensors and authorities that are applicable to UR Medicine EAP. All records, charts and related information developed in connection with this Agreement shall remain the property of UR Medicine EAP. The parties agree to execute the Business Associate Agreement, attached hereto as Exhibit A and incorporated by reference to this Agreement.

L. UR Medicine EAP agrees to provide regular service reports on client utilization. Follow-up information compiled from participant evaluations of the program and its services will accompany the service reports. In no case will this information infringe on the confidentiality of the participant’s records.

M. UR Medicine EAP agrees to administer a consumer satisfaction survey at a mutually agreed upon time following the commencement date of the contract. The survey results will be shared with **Town of Pittsford**.

N. This agreement cannot be assigned or transferred without prior written approval and may only be modified or amended upon the written consent of both parties. Any attempt to assign this agreement without the prior written consent of the other party shall be void.

O. UR Medicine EAP agrees that it will maintain adequate books, accounts and records relating to its performance under this contract for inspection by **Town of Pittsford** during reasonable business hours. The confidentiality of the identity of those persons referred will at all times be maintained by UR Medicine EAP. Books, accounts and records will be made available in a form that best protects that confidentiality.

Section 2. **TERM AND TERMINATION**

This agreement shall remain in effect for a **2 year term and commence on February 1, 2021 and terminate on January 31, 2023**

This agreement may be terminated under any of the following circumstances:

a. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other party;

b. Either party may terminate this Agreement for cause upon 30 days prior notice to the other party if the noticed party fails to fulfill any of its material obligations and responsibilities under this Agreement. The termination notice shall include the specifics of the other party’s

alleged default and specify the termination date. Failure to cure such default within the 30-day notice period shall result in an automatic termination of this Agreement.

Termination shall not relieve the either party of its obligations accruing prior to the termination date.

Section 3. **FEE**

The **Town of Pittsford** agrees to pay UR Medicine EAP a sum of **\$2,419.92** annually (\$4,839.84 for two years) [**based on 110 employees x \$22.00**], which will be paid by **Town of Pittsford** to UR Medicine EAP in twenty-four (24) **installment(s)** of **\$201.66** each, with the first installment due on the first day of the contract and monthly thereafter.

Additional Services pursuant to Sections 1.F and 1.G shall be billed monthly in arrears and paid by **Town of Pittsford** within 30 days of the invoice date. If the **Town of Pittsford** is required to provide any EAP benefits to former employees and their families under COBRA, such services shall be billed at a rate mutually agreed upon by the parties.

Failure to pay within the 30-day grace period will result in a 3% late payment charge on the remaining balance, which shall be assessed every 30 days.

Payment should be made to **URMC Department of Psychiatry** and mailed to **URMFG Business Office, 601 Elmwood Avenue, Box 888, Rochester, NY 14642.**

Section 4. **INDEMNIFICATION AND OBLIGATION TO COMPLY WITH LEGAL REQUIREMENTS**

Both parties agree to indemnify and hold each other harmless from any claims, losses, damages, judgements, penalties, fees, or settlements, (including reasonable legal fees) arising from or relating to any acts and/or omissions constituting gross negligence or intentional wrong doing on their part, or on the part of their officers, agents, or employees in the performance of their respective obligations pursuant to this Agreement.

Section 5. **EQUAL OPPORTUNITY**

Both parties are committed to equal opportunity for all persons regardless of race, religion, color, age, sex, handicap, national origin, marital status, disabled veteran, or Vietnam veteran status.

This constitutes the entire agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the date first written above.

Town of Pittsford

BY: _____
William Smith, Jr.
Town Supervisor

**DEPARTMENT OF PSYCHIATRY
UNIVERSITY OF ROCHESTER**

BY: _____
Ann Cornell, PsyD
Director, UR Medicine EAP

BY: _____
Hochang Benjamin Lee, MD
Chair, Department of Psychiatry

**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**

BY: _____
Michael Rotondo, MD
CEO UR Medical Faculty Group
Taxpayer Id. No.: 16-0743209

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **Town of Pittsford, 11 South Main Street, Pittsford, NY 14534**, as plan sponsor and on behalf of its EAP program (“Covered Entity”) and University of Rochester Medical Faculty Group (“University” or “Business Associate”), and is effective as of the date when Business Associate first performs services for University as described in Section 1 hereof.

1. BACKGROUND AND PURPOSE. Covered Entity has retained Business Associate to provide certain services for Covered Entity as described in a Services Agreement with an effective date of **February 1, 2021** (the “Engagement”). (first date of term) The Engagement requires Business Associate to be provided with, to have access to, to create, to maintain, and/or to transmit Protected Health Information (“PHI”) that is subject to the Health Insurance Portability and Accountability Act, 42 U.S.C. §1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, 42 U.S.C. §17901 (“HITECH”), and the federal privacy and security regulations issued pursuant to HIPAA and HITECH and codified at Title 45 Parts 160 and 164 of the Code of Federal Regulations, as may be amended from time to time. HIPAA, HITECH, and the regulations issued thereunder from time to time are collectively referred to herein as the “Rules”. Covered Entity hereby acknowledges that it is a Covered Entity and Business Associate acknowledges that it is a Business Associate of Covered Entity.

This Agreement will govern Business Associate’s receipt, use, creation, maintenance, disclosure and transmission of PHI pursuant to the Engagement. If there is a written contract between the parties pertaining to the Engagement, then this Agreement will supplement such contract only as required to permit Covered Entity to comply with the Rules.

2. Definitions. Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement have the meanings ascribed to them in the Rules.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

3.1 Obligations of Business Associate. Business Associate agrees that it will:

- a. Use or further Disclose PHI only as permitted or required by this Agreement or as Required By Law;
- b. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity;
- c. Request, Use, and Disclose the minimum amount of PHI necessary to accomplish the intended purpose of the Use, Disclosure or request;

- d. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement;
- e. Promptly report to Covered Entity any Use or Disclosure of PHI that is not permitted by this Agreement of which it becomes aware, including but not limited to breaches of unsecured PHI, and any Security Incident of which Business Associate becomes aware. For purposes of this reporting requirement, the term "Security Incident" will not include inconsequential incidents that occur on a daily basis, such as scans, pings, or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate;
- f. Ensure that all subcontractors and agents of Business Associate that create, receive, maintain, or transmit PHI on behalf of Covered Entity or Business Associate agree, in writing, to essentially the same restrictions, conditions and requirements on the Use and/or Disclosure of PHI that apply to Business Associate with respect to such information, and to implement reasonable and appropriate safeguards to protect such PHI, including but not limited to monitoring subcontractor compliance;
- g. On behalf of Covered Entity, make available PHI in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- h. On behalf of Covered Entity, receive and address requests for amendment(s) to PHI in a designated record pursuant to 45 CFR 164.526, and take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- i. On behalf of Covered Entity, maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- j. Make its internal practices, policies, procedures, books and records relating to the Use and Disclosure of PHI available to the Secretary of Health and Human Services ("Secretary"), in the reasonable time and manner specified by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Rules;
- k. Use appropriate safeguards, and comply with the Security Standards for the Protection of Electronic PHI (ePHI) set forth in Subpart C of 45 CFR Part 164, to prevent Use or Disclosure of PHI other than as provided for by this Agreement.
- l. To the extent that the scope of the engagement includes carrying out Covered Entity's obligations to establish and implement Security Standards for the Protection of Electronic PHI (ePHI) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such work;
- m. Comply with the following Breach notification and follow-up provisions:

- i. Business Associate will promptly notify Covered Entity of any Breach of Unsecured PHI after Business Associate's discovery of such event.
- ii. Business Associate will provide a follow-up report to Covered Entity in writing within fifteen (15) days of its discovery of the event, including the following information: (a) the date of the Breach; (b) the date of discovery of the Breach; (c) a description of the types of PHI involved; (d) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed; and (e) any other details necessary to complete an assessment of the risk of harm to the affected individual(s).
- iii. If Business Associate is unable to provide a complete written follow-up report within fifteen (15) days of discovery of the Breach despite its reasonable efforts and due to circumstances beyond its control, it will notify Covered Entity, and provide as much of the information as it can within the fifteen (15) day timeframe. In such event, the complete follow-up report must be provided to Covered Entity in writing within thirty (30) days of discovery of the Breach.
- iv. Business Associate will cooperate in Covered Entity's risk assessment to determine whether notification of Breach is required; and otherwise take all steps requested by Covered Entity to comply and to assist Covered Entity in complying with statutory and regulatory Breach notification requirements.
- v. Covered Entity will be responsible for notifying affected individuals, the Secretary of HHS, and the media of any Breach, as required by HITECH, and Business Associate will not take any such actions except at the express written request of Covered Entity.
- vi. Business Associate will investigate the Breach, mitigate losses, and protect against future Breaches of a similar nature, and will provide a written report to Covered Entity describing its investigation, conclusions, and processes implemented to avoid future Breaches within a reasonable timeframe.

3.2 Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise specified in this Agreement, Business Associate may:

- a. Use and Disclose the PHI as reasonably necessary to perform its obligations under the Engagement, provided that such Use or Disclosure would not violate the Rules if done by Covered Entity;
- b. Use the PHI in its possession for Business Associate's proper management and administration and to carry out its legal responsibilities;
- c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out its legal responsibilities, provided that: (i) the Disclosures are Required By Law; or (ii) Business Associate obtains reasonable assurances from the third party, in writing, that the PHI

will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached; and

- d. If the Engagement includes Business Associate's provision of data aggregation services to Covered Entity, Business Associate may use and aggregate the PHI for purposes of providing such services to Covered Entity. Use of the PHI for any other data aggregation without the written permission of Covered Entity is prohibited.

3.3 Obligations of Business Associate Under HITECH. Business Associate acknowledges that HITECH, and its implementing regulations as currently in effect and as promulgated or amended from time to time, impose certain obligations on Business Associate related to security and privacy of Protected Health Information. Business Associate hereby agrees to comply with such laws, regulations, and standards. Such requirements include, but are not limited to, the implementation of Administrative, Physical and Technical Safeguards with respect to Electronic PHI in the same manner that such provisions relate to Covered Entities, and additional limitations on the Use and Disclosure of PHI by Business Associates.

3.4 Obligations of Covered Entity. Covered Entity agrees to timely notify Business Associate of any arrangements between Covered Entity and the Individual that is the subject of PHI that may reasonably affect or restrict the Use and/or Disclosure of that PHI by Business Associate under this Agreement.

3.5 Effect of Changes to the Rule. The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for Covered Entity to comply with the Rules.

4. TERM AND TERMINATION.

4.1 Term; Termination without Cause. This Agreement will continue to be in effect until the Engagement terminates or expires and all PHI obtained from Covered Entity, or created or obtained by Business Associate on behalf of Covered Entity, is destroyed (which, for electronic PHI, will mean deleting all electronic PHI in accordance with HITECH's standards), or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with Section 4.3 of this Agreement.

4.2 Termination for Cause. In the event of a material breach of this Agreement by Business Associate, Covered Entity may at any time thereafter, and in its sole discretion, either:

- a. Notify Business Associate of the breach in writing, providing an opportunity for Business Associate to cure the breach, and terminate this Agreement and the Engagement if Business Associate does not cure the breach within the time specified by Covered Entity in such notice; or
- b. Immediately terminate this Agreement and the Engagement on written notice to Business Associate.

4.3 Return or Destruction of PHI. Within thirty (30) days of the termination of the Engagement or this Agreement, Business Associate will destroy all PHI obtained from Covered Entity or created or obtained by Business Associate on behalf of Covered Entity with respect to the Engagement (which, for electronic PHI will mean deleting all electronic PHI in accordance with HITECH standards), including such PHI in the possession of Business Associate's subcontractors and agents, and if feasible, retain no copies. If Business Associate considers return or destruction of the PHI infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible, and if Covered Entity agrees that such return or destruction is infeasible, Business Associate may retain the PHI provided that it will extend all protections contained in this Agreement to its Use and/or Disclosure of any retained PHI, and limit any further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. MISCELLANEOUS.

5.1 Interpretation. Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with the Rules. The terms of this Agreement will prevail in the case of any conflict in such terms with the terms of the Engagement, to the extent necessary to allow Covered Entity to comply with the Rules.

5.2 Other Confidentiality Laws. The parties acknowledge that this Agreement is intended to supplement any and all other federal and state laws and regulations that impose obligations to maintain the confidentiality of PHI. Nothing in this Agreement will be construed to require or permit Business Associate to Use or Disclose PHI without a written authorization from an Individual or an Individual's authorized representative, where such authorization would be required under the applicable state laws or regulations for such Use or Disclosure.

5.3 Survival. Notwithstanding any other provision of this Agreement or the Engagement to the contrary, the terms of this Agreement will survive its termination and continue indefinitely solely with respect to PHI Business Associate retains in accordance with this Agreement.

5.4 No Third Party Beneficiaries. Nothing in this Agreement will confer any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than the parties hereto and their respective successors or assigns.

5.5 No Waiver. The waiver of any breach or default hereunder by either party will not operate or be construed as a waiver of any repetition of such breach or default or of any other breach or default.

5.6 Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of New York (excluding the choice of law rules thereof). The venue for any action to interpret or enforce this Agreement will be Monroe County, New York.

5.7 Notice. All notices and other communications given or made pursuant hereto will be in writing and will be given (and will be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return

receipt requested), or by a nationally recognized courier service to the parties at the following addresses or, if sent by facsimile, to the parties at the facsimile numbers specified below, or to such other address and numbers as a party has furnished to the other by notice given in accordance with this Section 5.7.

To: Business Associate:
UR Medicine EAP
315 Science Parkway, Entrance C
Rochester, New York 14620
Attention: Director, EAP

With a copy to:
Chief Privacy Officer
University of Rochester
601 Elmwood Avenue, Box 700
Rochester, New York 14642
Fax number: (585) 784-6163

To:
Town of Pittsford
11 South Main Street
Pittsford, NY 14534

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative

Town of Pittsford

By: _____
William Smith, Jr.
Town Supervisor

Date: _____

**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**

By: _____
Michael Rotondo, M.D.
CEO UR Medical Faculty Group

Date: _____