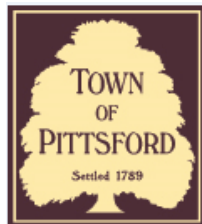


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy Supervisor
Cathy Koshykar
Kim Taylor
Stephanie Townsend

Town Board Agenda
Town Hall – 11 S. Main Street, Pittsford – Lower Level
Tuesday, August 8, 2023 – 6:00 PM
REVISED

Call to Order

Pledge of Allegiance

Minutes

Approval of Minutes of the meeting of July 18, 2023

Legal Matters

Public Comment
Intermunicipal Agreement with Monroe County for Food Scrap Recycling Program
Agreement with State DOT for Sidewalk Grant
Set Public Hearing on Junk Vehicle Violations

Financial Matters

Public Comment
Appoint Deputy Receiver of Taxes
Budget Transfers

Operational Matters

Public Comment
Approve Registering for Payment Tracking Program for State Sidewalk Grant
Approve Agreements with FoxPointe Cybersecurity Services

Recreational Matters

Public Comment
Approve Vendor Contract for Amusement Rides
Authorize Fall 2023 Recreation Programs

Other Business

Public Comment

Adjournment

PUBLIC MEETINGS OF THE TOWN BOARD are IN-PERSON at TOWN HALL

ATTENDING IN PERSON

Per State requirements, those who are not fully vaccinated must wear a mask and stay 6 feet away from other people.

Comments:

As always, comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of businesses in the Town, attorneys or agents designated by a resident to speak on the resident's behalf. To comment you must sign in at the sign-in desk.

VIEWING FROM HOME

1. Live

The Town Board meeting will stream live through our cable access station's streaming portal. Please use the following link:

<https://videoplayer.telvue.com/player/FcqTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/819?fullscreen=false&showtabssearch=true&autostart=true>

You can watch on any computer, tablet, smart phone or web capable TV. If you log in before the meeting starts and see an error message, refresh your screen at 6:00 pm when the board meeting starts and you can view the meeting live while it is happening.

Comments:

Comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of businesses in the Town, attorneys or agents designated by a resident to speak on the resident's behalf.

- at any time before 2:30pm on the day of the meeting (a) by email to comments@townofpittsford.org; (b) by submitting it in writing, through the drop slot to the right of the front door at Town Hall (11 South Main Street); or (c) by U.S. Mail to the Town Clerk, for receipt no later than 2:30 pm on the day of the meeting;
and, in addition,
- at any time ***during*** the meeting by email to comments@townofpittsford.org
- All comments submitted should include the name and street address of the commenter. Comments from residents will be read by the Town Clerk at the appropriate point of the meeting.

2. On-Demand Video

As always, video will be uploaded to our cable access station's streaming portal subsequent to the meeting, usually within a few days. It is available on demand. You can see it here:

<https://videoplayer.telvue.com/player/FcqTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

Minutes of the Town Board for July 18, 2023

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
JULY 18, 2023**

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, July 18, 2023, at 6:00 P.M. local time in the Lower-Level Meeting Room of Town Hall, 11 South Main Street, in person.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Cathy Koshykar, Katherine B. Munzinger, Stephanie Townsend and Kim Taylor.

ABSENT: None

ALSO PRESENT: Staff Members: Robert Koegel, Town Attorney; Paul Schenkel, Commissioner of Public Works; Renee McQuillen, Town Clerk; Jessie Hollenbeck, Recreation Director; Kelly Eldred, Assistant to the Supervisor; Shelley O'Brien, Communications Director; Spencer Bernard, Chief of Staff.

ATTENDANCE: Sixty-one members of the public along with an interpreter attended.

Supervisor Smith called the Town Board meeting to order at 6:02 P.M. and invited all to join in the Pledge to Flag.

Supervisor Smith called forward Dr. Chris Cove and the Honorable Lisa Cove, Village Board Trustee as he announced their donation of a panoramic photograph, taken by Dr. Cove, of the Erie Canal in Village. The framed photograph will hang behind the Town Board meeting table.

SUPERVISORS ANNOUCEMENTS

Supervisor Smith reminded younger residents the importance of following bike safety rules.

There are many local farmers markets, a listing of them can be found on the Town webpage.

PUBLIC HEARING FOR LOCAL LAW #1 OF 2023

Following a brief review of the purpose for Local Law #1, Supervisor Smith opened the public hearing. Hearing no public comments, Supervisor Smith then closed the hearing.

PUBLIC HEARING FOR THE RANDOM WOODS REFUSE DISTRICT

Supervisor Smith recused himself from this matter as he is a resident of the district. Deputy Supervisor Munzinger opened the public hearing and hearing no public comment, declared the hearing closed.

PUBLIC HEARINGS FOR REFUSE DISTRICTS TO START IN 2024

Supervisor Smith opened the public hearings for the remaining refuse districts and asked if any member of the public wished to comment. Comments were heard from P. Cooper-Vince, D. Pollidor, J. Eggleston, T. Finnefrock, B. Rothbar, S. Shearer, R. Vince, S. Popli, D. Eilenburg, J. Higgins, E. DeLaire & W. Newman, J. Cole, L. Mulcahy & J. Mulcahy, B. Hussar, A. McCarthy, V. Reuss, M. Palmeri & B. Palmeri, J. Belliza & P. Belliza, J. Lake & M. Lake, L. Lays, G. Hayes, S. LaDelfa and B. DeBloom. With no more members of the public wishing to speak, Supervisor Smith declared the hearing closed.

Frank Parisi from Seyrek Disposal answered questions from residents regarding composting, large item pick-ups, garage service and toters.

Minutes of the Town Board for July 18, 2023

LEGAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

RESOLUTION TO ADOPT LOCAL LAW #1 of 2023

Supervisor Smith made a motion for the adoption of Local Law #1 of 2023, authorizing a budget for 2024 in excess of the Tax Levy Limit, as set forth in the proposed written Adoption Resolution, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, true and correct copies of proposed Local Law No. 1 of 2023: Real Property Tax Levy for 2024 in excess of Tax Levy Limit, were delivered to all members of the Town Board of the Town Board, New York, more than seven (7) calendar days, exclusive of Sunday, prior to the 18th day of July, 2023; and

WHEREAS, there was duly published in a newspaper previously designated as an official newspaper for publication of public notices, and posted upon the bulletin board maintained by the Town Clerk pursuant to §40(6) of the Town Law, a notice of public hearing to the effect that the Town Board would hold a public hearing on the 18th day of July, 2023, at 6:00 P.M., Local Time, on said Local Law No.1 of 2023; and

WHEREAS, the said public hearing was duly opened on the 18th day of July, 2023, at 6:00 P.M., Local Time, and all persons present were given an opportunity to be heard, whether speaking in favor of or against the adoption of said Local Law No. 1 of 2023; and

WHEREAS, subsequent to the closing of said public hearing, and after all persons interested had been heard, the Town Board considered the adoption of said Local Law No. 1 of 2023; and

WHEREAS, it was the decision of the Town Board that said Local Law No. 1 of 2023 should be adopted.

NOW, on a motion duly made and seconded, it was

RESOLVED, that Local Law No. 1 of 2023: Real Property Tax Levy for 2024 in excess of Tax Levy Limit, be adopted by the Town Board of the Town of Pittsford, New York, to read as annexed hereto; and it was further

RESOLVED, that within twenty (20) days subsequent to the 18th day of July, 2023, there shall be filed with the Secretary of State one certified copy of said Local Law No. 1 of 2023.

RESOLUTION TO ADOPT RANDOM WOODS REFUSE DISTRICT

Deputy Supervisor Munzinger made a motion for approval of the Random Woods Refuse District, seconded by Councilmember Townsend, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor and Townsend. Nays: none. Abstain: Smith.

The Resolution was declared carried as follows:

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the "RANDOM WOODS Refuse District"; and

Minutes of the Town Board for July 18, 2023

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an "action" subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the "RANDOM WOODS Refuse District", be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in "Schedule A" map annexed hereto.

RESOLUTION TO ADOPT REFUSE DISTRICTS FOR 2024

Supervisor Smith made a motion to approve the creation of the proposed Refuse Districts for 2024, with a second from Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolutions were declared carried as follows:

ALPINE REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the "Alpine Refuse District"; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

Minutes of the Town Board for July 18, 2023

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Alpine Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

BRAGDON REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Bragdon Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

Minutes of the Town Board for July 18, 2023

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Bragdon Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

CARRIAGE CROSSING REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Carriage Crossing Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

Minutes of the Town Board for July 18, 2023

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Carriage Crossing Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

EAST AVE ESTATES REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “East Ave Estates Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and

Minutes of the Town Board for July 18, 2023

- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “East Ave Estates Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

EAST PITTSFORD MANOR REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “East Pittsford Manor Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “East Pittsford Manor Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

HARRISON CIRCLE REFUSE DISTRICT

Minutes of the Town Board for July 18, 2023

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Harrison Circle Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Harrison Circle Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

MILL VALLEY ESTATES REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Mill Valley Estates Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

Minutes of the Town Board for July 18, 2023

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an "action" subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the "Mill Valley Estates Refuse District", be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in "Schedule A" map annexed hereto.

OAK MANOR REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the "Oak Manor Refuse District"; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the

Minutes of the Town Board for July 18, 2023

construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Oak Manor Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

OLD FARM CIRCLE REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Old Farm Circle Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

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WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Old Farm Circle Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

PARKER DRIVE REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Parker Drive Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;

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- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Parker Drive Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

ROXBURY LANE REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Roxbury Lane Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Roxbury Lane Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

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SHERWOOD REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Sherwood Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Sherwood Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

STONE STEFENAGE REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Stone Stefenage Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

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WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an "action" subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the "Stone Stefenage Refuse District", be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in "Schedule A" map annexed hereto.

CHERRY HILL EXT'N 1 REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the "Cherry Hill Ext 'n 1 Refuse District"; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the

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construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Cherry Hill Ext ‘n 1 Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

DISTRICT 3 EXT’N 1 REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “District 3 Ext ‘n 1 Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o’clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

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WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “District 3 Ext ‘n 1 Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

LONG MEADOW EXT’N 1 REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Long Meadow Ext ‘n 1 Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o’clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;

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- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Long Meadow Ext ‘n 1 Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

PITTSFORD HILLS EXT’N 1 REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the “Pittsford Hills Ext ‘n 1 Refuse District”; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o’clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an “action” subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the “Pittsford Hills Ext ‘n 1 Refuse District”, be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in “Schedule A” map annexed hereto.

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EXT'N 1 TOBEY ESTATES REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the "Ext 'n 1 Tobey Estates Refuse District"; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an "action" subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the "Ext 'n 1 Tobey Estates Refuse District", be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in "Schedule A" map annexed hereto.

EXT'N 2 SUTTON POINT REFUSE DISTRICT

WHEREAS, Petitions having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary maps and information which requests the establishment of the "Ext 'n 2 Sutton Point Refuse District"; and

WHEREAS, the Town Assessor has submitted a Certificate, in writing, verifying that the aforesaid Petitions were signed by the required percentage of owners within the proposed District; and

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WHEREAS, an Order was duly adopted by the Town Board on the 6th day of June, 2023 for the hearing of all persons interested in the matter to be held on the 18th day of July, 2023, at 6:00 o'clock P.M., Local Time, as permitted by law, in the Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the Notice of said hearing has been duly filed with the Clerk of the said Town Board; and

WHEREAS, the hearing required by the said Order has been duly held, and it appears from the said Petitions that the creation of the Refuse District does not require any expenditure of money for the construction or acquisition of the improvement therein, and does not require the financing of the cost thereof by the issuance of any bonds, notes, certificates of any indebtedness of said Town; and

WHEREAS, the creation of this Refuse District, which changes the means of payment for residential refuse collection and disposal from individual private contract decisions to collective public bidding and contract award, does not change the use, appearance or condition of any natural resource or structure, and hence is not an "action" subject to SEQRA under 6 NYCRR § 617.2 (b)(i); and

WHEREAS, the permission of the Comptroller of the State of New York is not required for the creation of the District;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that

- (a) The Petitions are signed and acknowledged or approved as required by law and are otherwise sufficient;
- (b) All the property and property owners within the District are benefited thereby;
- (c) All the property and property owners benefited are included within the limits of the District;
- (d) The expenses of the District are to be paid by the property owners annually on a benefit basis; and
- (e) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that the "Ext 'n 2 Sutton Point Refuse District", be and the same hereby is created, and that the boundaries of the Refuse District, as hereby created, are as set forth in "Schedule A" map annexed hereto.

MINUTES OF THE JUNE 20 MEETING APPROVED

A Resolution to approve the minutes of the Town Board meeting of June 20, 2023, was offered by Deputy Supervisor Munzinger, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, and Smith. Nays: none. Absent: Townsend.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the June 20, 2023, Town Board meeting are approved.

BUFFALO BILLS TRAINING CAMP PARKING RESTRICTIONS APPROVED

Supervisor Smith explained these restrictions are like those for previous training camps. Deputy Supervisor Munzinger made the motion to approve the proposed parking restrictions, Councilmember Taylor seconded, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

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RESOLVED that from July 26, 2023 through August 10, 2023, from 7:00 A.M. through 10:00 P.M., each day, parking, stopping or standing is prohibited on the following named streets, unless pursuant to a permit issued by the Town:

Allen Parkway	Kilbourn Road (East Avenue to 450 Kilbourn Road)
Alpine Drive	Lochnavar Parkway
Bretton Woods Drive	Overbrook Road (Ellingwood to 450 Kilbourn Road)
Crestline Road	Shelwood Drive
Ellingwood Drive (Overbrook Road to East Avenue)	Sylvania Road
Harwood Lane	Wayside Circle

and be it

FURTHER RESOLVED that, should it prove necessary or desirable for purposes of public safety or health, the Supervisor or his designee be and hereby are authorized to prohibiting parking, stopping or standing from July 26, 2023 through August 10, 2023, from 7:00 A.M. through 10:00 P.M. each day on the following additional streets unless pursuant to a permit issued by the Town:

Country Club Drive	Overbrook Road (<i>portion not covered by previous resolution</i>)
Ellingwood Drive (<i>portion not covered by previous resolution</i>)	Pine Acres
Kilbourn Road (<i>portion not covered by previous resolution</i>)	San Rafael
Maywood Avenue	Stoneleigh Court
N. Country Club Drive	

and be it

FURTHER RESOLVED, that these restrictions will be enforceable upon the proper and adequate posting of signs on all of these streets herein designated to give notice to all motorists using any of the said streets that parking, stopping or standing is prohibited on that side of the said streets so designated by the said signs; and be it

FURTHER RESOLVED, that any vehicle parked in violation of this resolution may be towed at the owner's expense; and be it

FURTHER RESOLVED, that a violation of this resolution shall constitute an offense and shall be punished by fine not to exceed Twenty-five Dollars (\$25.00); and be it

FURTHER RESOLVED, that the Town Clerk or her designee be and hereby are authorized and directed to issue to residents on streets affected by the foregoing resolutions who need on-street parking for contractors, relatives, social gatherings or other reasons from July 26, 2023 through August 10, 2023, as many on-street parking permits as they need; and be it

FURTHER RESOLVED, that from July 26, 2023 through August 10, 2023, parking of vehicles on residential front lawns on streets affected by the foregoing resolutions and on any Town streets be and hereby is permitted, provided that all vehicles enter any lawn by the property owner's driveway and that no vehicle may be parked on a sidewalk; and be it

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FURTHER RESOLVED, that from July 26, 2023 through August 10, 2023 none of the streets affected by the foregoing resolutions may be closed to traffic, except to the extent that any street may be closed temporarily for an immediate emergency such as a fire or motor vehicle accident.

BUFFALO BILLS TRAINING CAMP PEDDLER RESTRICTIONS APPROVED

As has been done in the past, a Resolution to restrict peddling and hawking on the streets surrounding St. John Fisher College for the duration of the Buffalo Bills Training Camp was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that no commercial Peddler, Solicitor, and Hawker Permits shall be issued that would permit solicitation from July 26, 2023, through August 10, 2023 on the following streets:

- | | |
|------------------------------|-------------------------------|
| Allen Parkway | Kingsbury Court |
| Alpine Drive | Landsdowne Lane |
| Bretton Woods Drive | Maywood Avenue |
| Briar Circle | Monroe Avenue (NYS Rte. 31) |
| Briar Patch Road | New England Drive |
| Cranswick Lane | North Country Club Drive |
| Country Club Drive | Overbrook Road |
| Crestline Road | Pilgrim Circle |
| Dunbridge Circle | Pine Acres Drive |
| Duxbury Way | San Rafael Drive |
| East Ave. (NYS Rte 96) | Shelwood Drive |
| Ellingwood Drive | Stoneleigh Court |
| Fairport Road (NYS Rte. 31F) | Sylvania Road |
| Harwood Lane | Washington Rd. (NYS Rte. 253) |
| Kilbourn Road | |

and be it

FURTHER RESOLVED, that any extant commercial Peddler, Solicitor, and Hawker Permits be and hereby are suspended for the period from July 26, 2023 through August 10, 2023 with respect to the streets listed in the foregoing resolution.

FINANCIAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

PRESENTATION BY BROWN AND BROWN INSURANCE

Andre Valente shared with the board the changes to coverage terms for 2023-2024 policy year, noting that premium increases were considerable this year due to increased claims and administrative costs industry wide. As the Town’s consultant they recommend renewing the Public Risk Package with the current carrier and that the Town switch Cyber Liability carriers for a policy that allows for broader coverage. Board members thanked him for his presentation.

EQUIPMENT SURPLUS APPROVAL

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

Minutes of the Town Board for July 18, 2023

The Resolution was declared carried as follows:

Be it resolved, that the attached list of equipment be declared surplus and be removed from the Town's inventory.

Asset #	Year	Description	Department	Cost	Disposition
17568	2013	Ford F-150 4X4 Vehicle # 521	Parks	\$ 24,026.00	Auction

BUDGET AMENDMENT APPROVED

A resolution to approve the budget amendment was offered by Councilmember Townsend, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

Be it resolved that the following is approved:

That 5.5112.2010.55.4 (PT Hwy – CHIPS Road Rehab) be increased by \$166,213.00. The source of the funds will be New York State Consolidated Highway Improvement Program (CHIPS) revenue.

JULY VOUCHERS APPROVED

Board members acknowledged review of the vouchers proposed for payment and a resolution to approve the proposed vouchers was offered by Supervisor Smith, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the July vouchers from numbers 161748 - 162195, totaling \$1,240,991.25 were approved for payment.

PERSONNEL MATTERS

PUBLIC COMMENTS

No comments were made.

NYS ASSOCIATION OF COURT CLERKS CONFERENCE ATTENDANCE

A motion was made by Councilmember Townsend to approve attendance at the NYS Court Clerks Conference, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was carried as follows:

RESOLVED, that the Clerk to Town Justice be and hereby is authorized to attend the New York State Association Magistrates Court Clerks, Inc. annual conference from September 17-20, in Verona, NY at a cost of \$995.00.

HIRING/PERSONNEL ADJUSTMENTS APPROVED

A Resolution to approve the recommendations for new hires and status and/or salary changes was offered for approval by the Supervisor, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, and Smith. Nays: none. Absent: Townsend.

The following employee(s) are recommended as a new hire based on the recommendation of the Functional Coordinator(s) for these areas:

Minutes of the Town Board for July 18, 2023

Name	Dept	Position	Rate	Date of Hire
Hayley Achim	Parks	Laborer-Seasonal	\$18.10	07/05/2023
Fritz Ebner	Highway	Laborer-Seasonal	\$18.10	07/11/2023
Jillian Wexler	REC	CC Supv – REC Asst	\$15.98	07/17/2023
Nancy Jacobson	REC	CC Supv – REC Asst	\$15.98	07/21/2023
Kristy Ramirez	Library	Library Aide	\$15.98	07/24/2023
Alyssa Vonhold	Library	Library Aide	\$15.98	07/24/2023

This is subject to completion of the proper reviews and background checks for these candidates and appropriate sign off by the Town Board representative.

The following employee(s) is recommended for a status change and/or salary change due to a change in status.

Name	Position	Reason for Change	Rate	Effective Date
Carrie Halstead	Rec Asst	Added Position	\$16.46	06/22/2023
Jessica Furber	Seasonal GIS	Rehire	\$18.10	07/10/2023
Nicole Clevenger	Sr Lib Clerk	PT to FT	\$20.50	07/17/2023

The Resolution was declared passed as follows:

RESOLVED, that the Town Board approves the appointment for the following employee(s):

Name	Dept	Position	Rate	Date of Hire
Hayley Achim	Parks	Laborer-Seasonal	\$18.10	07/05/2023
Fritz Ebner	Highway	Laborer-Seasonal	\$18.10	07/11/2023
Jillian Wexler	REC	CC Supv – REC Asst	\$15.98	07/17/2023
Nancy Jacobson	REC	CC Supv – REC Asst	\$15.98	07/21/2023
Kristy Ramirez	Library	Library Aide	\$15.98	07/24/2023
Alyssa Vonhold	Library	Library Aide	\$15.98	07/24/2023

Name	Position	Reason for Change	Rate	Effective Date
Carrie Halstead	Rec Asst	Added Position	\$16.46	06/22/2023
Jessica Furber	Seasonal GIS	Rehire	\$18.10	07/10/2023
Nicole Clevenger	Sr Lib Clerk	PT to FT	\$20.50	07/17/2023

OTHER BUSINESS

AUGUST 1, 2023 TOWN BOARD MEETING RESCHEDULED FOR AUGUST 8, 2023

Due to scheduling conflicts for several board members, Supervisor Smith proposed that the August 1, 2023 Board meeting be rescheduled for Tuesday, August 8, 2023, the Supervisor moved a Resolution to reschedule the August 1, 2023 Town Board Meeting to August 8, 2023, seconded by Councilmember Townsend and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board meeting scheduled for August 1, 2023 be, and hereby is, rescheduled for August 8, 2023.

PUBLIC COMMENTS

M. Moore, J. Getnick, E. Henry and M. Rudzinski shared comments with the Board.

Minutes of the Town Board for July 18, 2023

EXECUTIVE SESSION

Supervisor Smith moved that the Board go into Executive Session to discuss a real estate matter, the motion was seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Board entered Executive Session at 7:30 P.M.

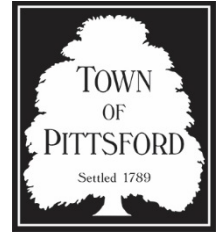
The Board returned from Executive Session at 8:20 P.M.

With no further business, the meeting adjourned at 8:23 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: August 3, 2023

Regarding: Intermunicipal Agreement for Food Scrap Recycling Program

For Meeting On: August 8, 2023

Ladies and Gentlemen:

The Town has worked with Monroe County to undertake a pilot Food Scrap Recycling Program. The program will recycle food scraps from up to 500 households in Pittsford and two County facilities. The goal of the project is to reduce the amount of food scraps in area landfills and to evaluate the feasibility of expanding the program. It is therefore in keeping with Pittsford's long-standing leadership in climate action and environmental health.

Starting August 9th, residents can sign up for the program on the Town website. Participating households will receive a food scrap bucket and can deposit what they collect in appropriately labelled bins at the Town Dog Park at 34 East Street. These will be collected by Natural Upcycling. Through a process of anaerobic digestion, the scraps will produce biogas that will be used to generate electricity, which can be sold to the grid. The Town and County will maintain data on the program's progress.

The project requires an intermunicipal agreement between the Town and County. It is subject to SEQR. Monroe County will act as lead agency and therefore will be responsible for making a negative declaration. This will satisfy the Town's compliance with SEQR.

For the purpose of approving the proposed Intermunicipal Agreement, the following Resolution would be appropriate:

RESOLVED, that the Town Supervisor be and hereby is authorized to execute the intermunicipal agreement with Monroe County for the Food Scraps Recycling Pilot Project in substantially the form annexed hereto.

**INTERMUNICIPAL AGREEMENT FOR
PILOT PROGRAM FOR THE COLLECTION OF RESIDENTIAL FOOD SCRAPS**

THIS INTERMUNICIPAL AGREEMENT FOR THE COLLECTION OF RESIDENTIAL FOOD SCRAPS (the “Agreement”), dated _____, 2023, is by and between the **COUNTY OF MONROE**, a municipal corporation having its office and place of business in the County Office Building, 39 West Main Street, Rochester, New York 14614 (the “County”), and the **TOWN OF PITTSFORD**, a municipal corporation having its offices at 11 South Main Street, Pittsford, New York 14534 (the “Town,” and, together with the County, the “Parties”).

WHEREAS, the Town and the County desire to partner on the development of a pilot program for the collection of residential food scraps for diversion from landfilling as part of the County’s Local Solid Waste Management Plan and Climate Action Plan (the “Pilot Project”); and

WHEREAS, the Monroe County Legislature authorized this Agreement for the Pilot Project pursuant Resolution [REDACTED] of 2023; and

WHEREAS, the Pittsford Town Board authorized this Agreement for the Pilot Project pursuant a resolution adopted [REDACTED], 2023; and

WHEREAS, the Parties are authorized to share such services pursuant to General Municipal Law Article 5-G; and

WHEREAS, the Parties have appropriate equipment and personnel to provide the services contemplated in this Agreement.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

1. DEFINITIONS. The following terms used herein shall have the meaning set forth below:

- a. Contracted Hauler: the authorized transporter of food scraps from the collection point(s) to the authorized organics recycling facility.
- b. Drop-off Location: one or more centralized collection points with secure, enclosed container(s) for residents to collect food scraps from their homes during the pilot program, for the contracted hauler to receive.
- c. Food Scraps: residential source-separated organic (SSO) materials, either pre- or post-consumer, such as inedible food or food preparation waste; the specific types of materials accepted may change depending on the contracted hauler and organics recycling facility.
- d. Organics Recycling Facility: a facility that recycles food scraps through use as animal feed or a feed ingredient, rendering, land application, composting, aerobic

digestion, anaerobic digestion, fermentation, ethanol production, or other approved process to divert from disposal through combustion or landfilling.

2. TERM OF THE AGREEMENT. The term of this Agreement shall be from [MONTH/DATE], 2023 and shall terminate on [MONTH/DATE], 2024. With mutual written consent of both parties, this Agreement can be extended for up to one (1) additional one (1) year terms. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days prior written notice sent by registered or certified mail to the other party.

3. COUNTY OBLIGATIONS.

- a. The County will procure and provide to the Town five hundred (500) home lidded buckets for distribution by the Town to Pilot Project participants. These kits will include: (1) bin or bucket with lid for the collection of Food Scraps in the home for transport to the Drop-off Locations by residents, and (2) educational materials developed by the County for reference by Pilot Project participants.
- b. The County shall contract with and pay the Contracted Hauler for the collection and transportation of Food Scraps from the Drop-off Locations to an authorized Organics Recycling Facility. The Contracted Hauler shall be responsible for the provision and maintenance of any and all equipment or infrastructure required for the collection and transportation of Food Scraps from the Drop-off Locations. The Contracted Hauler shall bill the County directly for the services provided.

4. TOWN OBLIGATIONS.

- a. The Town shall provide up to two (2) Drop-off Locations on Town property for the placement of secure enclosed containers by the Contracted Hauler for residents participating in the Pilot Project to deposit Food Scraps. The Drop-off Locations should be easily accessible to the public but allow for the containers to be secured during non-operational hours. Town staff will only be required for minor oversight during the operational hours of the Drop-off Locations to ensure no unauthorized materials are deposited and for light maintenance at the Town's discretion to keep the Drop-off Location clear.
- b. The Town shall administer the Pilot Project through the promotion of the program; registration of participants; verification of residency; distribution of educational materials; distribution of collection containers to participants; and any other requirements deemed necessary to administer residents' participation in the Pilot Project.

5. INSURANCE. The Parties, each at their own cost and expense, shall carry and keep in force during the term of the Agreement and any renewal, the following coverage and provide proof of current coverage in the form of Certificate(s) of Insurance or evidence of self-insurance acceptable to the other party. Such policy or policies shall identify the other party as additional insured and provide additional insured endorsement showing same. All policies of insurance shall be issued by

companies in good financial standing duly and fully qualified and licensed to do business in New York State.

a. Comprehensive General Liability Insurance—including personal injury and property damage insurance, fire, legal, products liability coverage, and contractual coverage of this Agreement, of not less than \$1,000,000 per occurrence combined single limit and \$3,000,000 general aggregate.

b. Automobile Liability Insurance—covering the operation of the party’s automobiles with liability limits of \$1,000,000 for personal injury and/or property damage per occurrence.

c. New York State Workers’ Compensation—each party shall provide the other party with proof of New York State Workers’ Compensation Insurance in the form of a Certificate provided to the County, or provide evidence of a self-insurance program satisfactory to the County Attorney.

6. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, regulations, and rules when performing work pursuant to this Agreement.

7. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date set forth above.

COUNTY OF MONROE

By: _____
Adam J. Bello
County Executive
Date _____

TOWN OF PITTSFORD

By: _____
William A. Smith, Jr.
Town Supervisor
Date _____

FOOD SCRAPS RECYCLING



BILL SMITH
Town Supervisor



Adam J. Bello
County Executive

ACCEPTABLE

- Meat/Fish/Dairy
- Fruit/Vegetables
- Shells/Bones
- Pasta/Rice
- Eggshells/Nutshells
- Bread/Grains
- Leftovers
- Coffee Grounds/Filters - **NO K CUPS**
- Tea Bags
- Soiled Paper Bags
- Kitchen Paper Towels
- Paper Napkins
- Non-coated Paper Plates
- Approved Compostable Containers
- Plants/Flowers
- Jack-O-Lanterns



NOT ACCEPTABLE

- Plastic Bags
- Plastic Film/Wrap
- Plastic-Coated Food Containers (i.e Milk Cartons, Ice Cream Containers)
- Styrofoam
- Cups (Any Type)
- Glass
- Metal
- Grease/Liquids
- Pet Waste
- Diapers
- K Cups
- Soil/Rocks
- Stumps/Branches
- Lumber/Fencing
- Yard Waste



www.townofpittsford.org/food-scraps-recycling
www.monroecounty.gov/des-environmentalrecycling



FREQUENTLY ASKED QUESTIONS

Q | What is the Pittsford Food Scraps Recycling program?

Who can participate?

A | *Beginning in Fall 2023, the Town of Pittsford and Monroe County will collaborate on a pilot program for the collection of residential food scraps as part of Monroe County's Local Solid Waste Management and Climate Action Plans. 500 pre-registered residents of the Town of Pittsford will be eligible to participate.*

Q | What do participants need to do?

A | *Participants need to collect appropriate items from their home (as listed on the supplied Acceptable Items list) in the provided five-gallon bucket and empty these contents into the orange toter at the Town's Dog Park on a regular basis. This site is open daily during daylight hours.*

*Each time residents drop-off, they are asked to scan a **QR code** (found on the label of their bucket and at the drop-off site) and answer a few questions.*

This information will help guide future Monroe County programs.



IMPORTANT: Please be mindful about following ALL guidelines for acceptable materials. Unacceptable items contaminate the food scraps, and if found on a regular basis will lead to the cancellation of the program.

Q | Where does the material go? What happens to it?

A | *Food scraps will be transported regularly by Natural Upcycling to an anerobic digester – an airtight chamber that uses bacteria to "digest" (break down) the food scraps, which then give off biogas. The gas is used to generate electricity, which is sold back to the grid.*

Q | My bucket is dirty, what can I do?

A |

- Empty your bucket on a regular schedule to prevent odors.
- Rinse your bucket at home after emptying it.
- Line your bucket. Untied BioBag® biodegradable bags or layered paper bags are acceptable.
- Try freezing your food scraps between trips to reduce odors (use an empty bread bag or other temporary storage).

MORE QUESTIONS?

email: MCDES@monroecounty.gov

REGISTRATION

www.townofpittsford.org/food-scraps-recycling

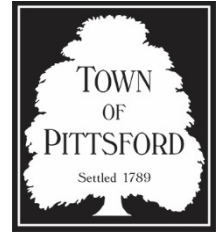


Department of
Environmental
Conservation



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MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: August 3, 2023

Regarding: Agreement with State DOT for Sidewalk Grant

For Meeting On: August 8, 2023

Ladies and Gentlemen:

The Town has succeeded in winning a grant for \$540,000 from the New York State Department of Transportation. The grant funds construction of new sidewalks on NYS Route 64 (Mendon Road), from Thornell Farm Park to Thornell Road, and east to Oak Meadow Trail. The grant also funds improvements to the pedestrian crossing at the intersection of Mendon Road and Thornell Road. The grant represents 80% of the total project cost of \$675,000.

Because the State will be passing through funds it receives from the Federal government for this grant, it is necessary for the Town to enter into a "Federal Aid Local Project Agreement" with the State Department of Transportation.

Based on my review, I recommend the Town Board authorize the Town Supervisor to execute the Federal Aid Local Project Agreement with the State.

In the event the Town Board determines that the proposed action should be taken, the following resolutions are suggested:

RESOLVED, that the Town Supervisor be and hereby is authorized to execute the Federal Aid Local Project Agreement for project PIN# 4761.37, in the form annexed hereto; and

FURTHER RESOLVED, that the Finance Director be and hereby is authorized to create the Mendon / Thornell Roads Sidewalk Capital Project; and

FURTHER RESOLVED, that the Finance Director be and hereby is authorized to fund this Capital Project with \$675,000 from the General Fund, and is authorized to undertake all necessary budget amendments and transfers associated with the funding of this Capital Project.

**RESOLUTION BY TOWN OF PITTSFORD
(Locally Administered Project for PIN# 4761.37)**

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Pittsford Pedestrian Sidewalk and Crosswalk Improvements at Thornell Road and Mendon Road, PIN# 4761.37 ("Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of Pittsford desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \$135,000.

NOW, THEREFORE, the Town Board, duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Director of Finance to pay in the first instance 100% of the federal and non-federal share of the cost of such work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$675,000 is hereby appropriated from the General Fund and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town of Pittsford shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Commissioner of Public Works thereof, and it is further

RESOLVED, that the Town Supervisor of the Town Board of the Town of Pittsford be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of Pittsford with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK)
) SS:
COUNTY OF MONROE)

I, Renee McQuillen, Clerk of the Town of Pittsford, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Town Board at a meeting duly called and held at the Town of Pittsford on the 8th of August 2023 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the _____, New York, this _____ day of _____, 2023.

Renee McQuillen, Town Clerk

MUNICIPALITY/SPONSOR: **Town of Pittsford**

PROJECT ID NUMBER: **4761.37** BIN: _____

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040764**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **Town of Pittsford** (the "Municipality/Sponsor")
acting by and through **Commissioner of Public Works**
with its office at **11 S. Main Street, Pittsford, NY 14534.**

This Agreement covers eligible costs incurred on or after **12/1/2022.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Pittsford Pedestrian Sidewalk & Crosswalk Improvements** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: Town of Pittsford

PROJECT ID NUMBER: 4761.37 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

MUNICIPALITY/SPONSOR: **Town of Pittsford**

PROJECT ID NUMBER: **4761.37** BIN: _____

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or

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Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

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- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Jon Harman**

Title: **RLPL**

Address: **1530 Jefferson Road**

Telephone Number: **585-371-3755**

Facsimile Number: **585-427-8346**

E-Mail Address: **jon.harman@dot.ny.gov**

[Municipality/Sponsor] Town of Pittsford

Name: **Paul Schenkel**

Title: **Commissioner of Public Works**

Address: **11 S. Main Street, Pittsford, NY 14534**

Telephone Number: **585-248-6250**

Facsimile Number: _____

E-Mail Address: **pschenkel@townofpittsford.org**

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at

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www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 4761.37**

OSC Contract #: <u>D040764</u>	Contract Start Date: <u>12/1/2022</u> (mm/dd/yyyy) Contract End Date: <u>12/1/2032</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Town of Pittsford Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: BIKE/PED./FACILITIES County (If different from Municipality): Monroe County	
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
Project Description: Pittsford Pedestrian Sidewalk & Crosswalk Improvements	
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
4761.37.121	Current	TAP (80%)	\$135,000.00	\$108,000.00	\$0.00	\$27,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
4761.37.221	Current	TAP (80%)	\$3,000.00	\$2,400.00	\$0.00	\$600.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$138,000.00	\$110,400.00	\$ 0.00	\$27,600.00	\$ 0.00

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.

- 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance ([CFDA²](http://www.cfda.gov/)), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

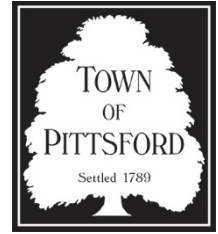
(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

REPORT & RESOLUTION



To: Town Board Members

From: Salvatore Tantalo, Director of Code Enforcement

Date: August 3, 2023

Regarding: 486 Marsh Road – Junk Vehicle Violations – Report & Resolution

For Meeting On: August 8, 2023

Report

As the Town Code Enforcement Officer, I am charged with the responsibility of making sure that any “junk vehicle” stored outdoors within the Town is removed and disposed of. Under Chapter 148 of the Town Code, a “junk vehicle” is defined as any unregistered motor vehicle stored by its owner or any other person outdoors on private premises within the Town.

Upon my detection of a junk vehicle, I must serve written notice ordering the removal of such vehicle from the premises within 10 days from the notice. If the junk vehicle is not removed within that time, I must report that fact to the Town Board in writing. Thereafter, the Town Board must hold a hearing upon 10-days’ prior written notice to the owner to determine whether, in fact, the vehicle is unregistered. If after the hearing the Town Board determines that a violation exists, it must arrange for the removal and disposal of the vehicle. Any Town expense incurred in this process may be assessed by the Town Board to the property from which the junk vehicle was removed, and any such expense will be a lien on such property until paid or otherwise satisfied.

There are currently 2 unregistered motor vehicles stored outdoors on the premises located at 486 Marsh Road. These two vehicles are a red Chevrolet corvette with NY license plate #GWW4045 and a motorcycle with no license plate or inspection sticker. More than 10 days have passed since I served written notice of these violations on the property owner, who resides at the property, but he has not removed the junk vehicles from his property. Photographs of the junk vehicles are submitted herewith.

If the Town Board wishes to schedule a public hearing to determine whether the subject vehicles are unregistered, I suggest the following resolution:

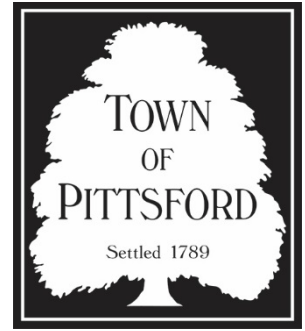
Resolution

I move that the Town Board schedule a public hearing for its regularly-scheduled September 5, 2023 meeting to determine whether the subject vehicles are unregistered in violation of Town Code Chapter 148; and I further move to direct the Director of Code Enforcement to forthwith serve upon the property owner written notice of the public hearing as required by law.





MEMORANDUM



To: Town Board

CC:

From: Renee McQuillen, Town Clerk/Tax Receiver

Date: July 31, 2023

Regarding: Appointment of Deputy Receiver of Taxes -
Jessica Bullen, Service Manager at Canandaigua National Bank

Each year the Town Board appoints the Service Manager of the Canandaigua National Bank & Trust in the Village as a Deputy Receiver of Taxes. This allows the bank to collect and deposit tax payments on behalf of the Town of Pittsford.

The Service Manager at the Pittsford Branch of Canandaigua National Bank & Trust has agreed to serve as a Deputy Tax Receiver this coming year. Therefore, I would like to request that the Town Board appoint Jessica Bullen as the Deputy Receiver of Taxes for the Town of Pittsford and authorize her to collect 2023-2024 School Taxes and 2024 Town and County taxes during the interest-free collection periods.

Should the Town Board determine this proposed action shall be taken, the following Resolution is suggested:

RESOLVED, that Jessica Bullen, Service Manager at the Pittsford Branch of Canandaigua National Bank & Trust, is appointed Deputy Receiver of Taxes for the Town of Pittsford for 2023-2024 and is authorized to collect the 2023-2024 School Taxes and the 2024 Town and County Taxes during the interest-free collection periods.

8/8/23

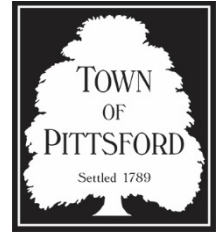
Budget Transfers

Be it resolved that the following are approved:

That \$22,200.00 be transferred from 1.9950.9000.1.1 (General Fund – Capital Improvements) to 1.2620.2007.10.1 (General Fund – Town Hall Improvements) for solar roof ventilation fans, roof shingle repairs, replacement of two heat pumps, and replacement of drinking fountain per 2023 budget.

That \$18,000.00 be transferred from 1.9950.9000.1.1 (General Fund – Capital Improvements) to 1.2620.2007.10.19 (General Fund – Kings Bend Park Improvements) for window replacement project per 2023 budget.

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: August 3, 2023

Regarding: Approve Payment Tracking Program for State Sidewalk Grant

For Meeting On: August 8, 2023

Ladies and Gentlemen:

In support of the Town being awarded a \$540,000 grant from the New York State Department of Transportation under the Transportation Alternatives Program (TAP), specifically PIN 4761.37 - Pittsford Pedestrian Sidewalk & Crosswalk Improvements, we must use a program called Equitable Business Opportunities (EBO) to track payments to Disadvantaged Business Enterprise (DBE) subcontractors. This reporting occurs both at the design phase where the State tracks consultant's payments to their subcontractors as well as at the construction phase for contractors' payments to their subs. During the project there will be times when the Town needs to sign into EBO to approve entries by Fisher Associates and eventually the general contractor.

A certified Town Board resolution is required to obtain an EBO system login. I recommend the Town Board authorizes the Commissioner of Public Works to register for an EBO system login, in support of PIN #4761.37.

In the event the Town Board determines that the proposed action should be taken, the following Resolution is suggested:

RESOLVED, the Town Board authorizes the Commissioner of Public Works to register for an EBO system login in support of TAP Project – PIN #4761.37.

REQUEST FOR EBO SYSTEM LOG-IN/PASSWORD

(Signature Certification for Municipalities)

APPLICANT INFORMATION

Municipality's Legal Name:

Name and Title of Municipality's
Primary Log-in Holder:

E-mail Address:

Mailing Address:

Mailing Address:

City:

State:

Zip Code:

On behalf of the above-listed municipality, I hereby agree to comply with the terms and conditions of access to and use of the Internet Government Solutions (IGS) Equitable Business Opportunities (EBO) system set forth in the System User Agreement attached to this application form.

Signature of Applicant (the Responsible Local Official (RLO):

(Printed Name)

(Signature)

(Title)

A copy of the municipal resolution must accompany this request.

NYSDOT EQUITABLE BUSINESS OPPORTUNITIES (EBO) SYSTEM USER AGREEMENT

This System User Agreement forms an integral part of each application to the New York State Department of Transportation (NYSDOT) for obtaining log-in/password access to the Equitable Business Opportunities (EBO) System maintained and operated by NYSDOT. By signing and submitting such an application, you agree to be bound by the terms of this System User Agreement.

This System User Agreement governs the terms and conditions upon which your municipality, and your municipality's authorized users (referred to collectively as "User") will be allowed to access and use NYSDOT's EBO System.

NYSDOT authorizes the User, and the User agrees, to access and use the EBO System solely for official business purposes associated with the User's participation in construction, consultant engineering and professional services contracts awarded by NYSDOT or other Federal Aid sub-recipients. Such purposes include the administration of civil rights requirements associated with Federal Aid projects.

NYSDOT requires, and the User agrees, that in accessing and using the EBO System, the User will comply with NYSDOT's Information Security policies, procedures and directives, to the full extent required by NYSDOT's Information Security Officer, NYSDOT's Office of Information Services (OIS), and NYSDOT's EBO System Administrator. Such policies and requirements include the following:

- 1) The User's Primary Log-in ID Holder shall be personally responsible for usage of NYSDOT's EBO System by any and all of the User's other authorized users, including compliance with this System User Agreement and NYSDOT Information Security requirements, and shall exercise oversight over usage of the EBO System by such other authorized users.
- 2) The User will access and use the EBO System solely for the official business purposes indicated above. The User will not use access to the EBO System to access or use any other portion of NYSDOT's information technology (IT) Systems.
- 3) The User will maintain the confidentiality and security of the User's EBO System log-in ID and password, will provide such password only to authorized users within the User's business organization, and will not disclose such password to any persons other than authorized users who are officers or employees of the User.
- 4) The User's Primary Log-in Holder shall promptly deactivate the system access of any former employee, or other formerly authorized user, whom the User no longer authorizes to have access to the EBO System.
- 5) The User shall maintain the confidentiality and security of the Social Security Numbers (SSNs) of the User's employees, and any other confidential information obtained or submitted to NYSDOT in connection with use of the EBO System.

MEMORANDUM

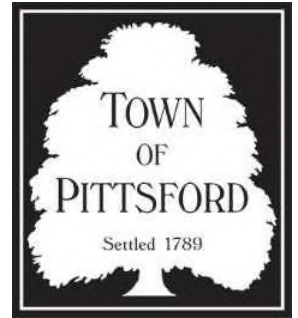
To: Pittsford Town Board

From: Angel Martinez – Director of Information Services

Date: July 27, 2023

Regarding: FoxPointe Cybersecurity Services

For Meeting on: August 8, 2023



In recent years, municipalities have become a ready target for cybersecurity attacks. Although our IT department has implemented some protective measures to safeguard our IT infrastructure, such as installing Multi-Factor Authentication, there are more actions that we can take to identify vulnerability in our network and to keep our data secure and our operations running smoothly.

Among the cybersecurity tools that organizations such as the Town can utilize are risk assessments and “pen” (penetration) testing. A risk assessment will help us to identify potential risks and prioritize our resources to withstand cybersecurity threats best. Pen testing will assess the security measures implemented by simulating an attack on our network infrastructure to determine if our controls work and the risk of reduce data breach is reduced.

FoxPointe Solutions, LLC is a cybersecurity company that is qualified to provide these services. It is a subsidiary of The Bonadio Group, our accountant who performs our financial audits. I have investigated other professional vendors for these cybersecurity services and determined that FoxPointe offers better value in price and services than other cybersecurity companies. The \$9,000 fee for risk assessment and the \$13,300 fee for pen testing in 2023 are well within the \$50,000 this Board has already approved for this budget item.

The two separate proposed engagement letters with FoxPointe for risk assessments and pen testing are submitted herewith. They have been reviewed by the Town Attorney and approved as to form.

If this Board wishes to authorize the work to be performed under these agreements, then it may adopt the following resolutions:

Resolved, that the Town Board authorizes the Town to enter into two letter agreements, each dated July 13, 2023, for cybersecurity services with FoxPointe Solutions, LLC, under the terms of the letters submitted herewith; and it is further

Resolved, that the Director of Information Services, Angel Martinez, is authorized to sign the two agreements with FoxPointe Solutions, LLC on behalf of the Town.



FoxPointe Solutions

INFORMATION RISK MANAGEMENT

171 Sully's Trail, Pittsford, NY 14534 | 844.726.8869 | info@foxpointesolutions.com | foxpointesolutions.com

July 12, 2023

Angel Martinez
Director of Information Services
Town of Pittsford
35 Lincoln Ave.
Pittsford, NY 14534

Dear Angel:

This letter confirms our understanding of the arrangements for FoxPointe Solutions, LLC (“FoxPointe”), a division of The Bonadio Group (“Bonadio”), to provide internal and external penetration testing services to the Town of Pittsford (“TOP”).

Overview

Based on our conversations with you, it is our understanding that TOP desires to engage FoxPointe resources to provide external and internal penetration testing services in support of TOP’s ongoing efforts to help assure information security.

Statement of Work

FoxPointe will perform internal and external penetration testing services. The scope of work is to include 200 internal network IP addresses, and two externally facing network IP addresses, as previously discussed with TOP.

It is intended that the penetration test would provide detailed information regarding your risk profile, compliance with laws and regulations and advanced technical testing outcomes, and remediation and recommendation advice. FoxPointe’s deliverables will include electronic reporting of the tests that are planned to include areas tested, attacks used, results, and recommended remediation activities.

Penetration Test Methodology

Penetration testing is a method of evaluating the security of a client’s infrastructure, both externally and internally. This type of testing encompasses the offensive security concept, which simulates the Tactics, Techniques, and Procedures (“TTP”) utilized by an attacker (i.e., hacker). The method involves an active analysis of the attack surface for any vulnerabilities and misconfigurations, as well as the active exploitation of them.

During a test, we utilize TTPs applicable to the type of test that we are engaged to perform.

In the assessment, a layered approach is followed that includes actions in:

1. Information Gathering
2. Network Mapping
3. Vulnerability Identification
4. Penetration Attempts

And if successful with the Penetration Attempt:

5. Gaining Access and Privilege Escalation
6. Enumerating Further
7. Compromise Remote Users/ Sites
8. Maintaining Access
9. Covering Tracks



Reporting and Deliverables

FoxPointe’s deliverable reports include specific sets of hardcopy and electronic documentation, including:

- An Executive Summary, containing limited technical jargon, that is management focused on data protection, integrity, confidentiality, and operational security.
- Our full observations and recommendations report.
- A detailed technical remediation report, per assessed device, asset (physical or technical), or fileshare.
- Detail of key tests performed.

Any critical issues identified during the course of penetration testing will be communicated to TOP. A critical issue is defined as “any issue posing an immediate security threat to the confidentiality, integrity, or availability of TOP’s network or data”. The severity of, as well as countermeasures to safeguard against, any critical issues identified will then be discussed with TOP. Should TOP request additional remediation support at that point, the time used by our consultants will be billed at the out of scope rates noted below.

All information that is created and/or stored on the tested systems will be removed from these systems. If for some reason it is not possible to remove this information from a remote system, all these files (and their respective locations) will be noted in the technical report so that the client technical staff will be able to remove these after the report has been received.

Overall Scope of Services and Roles and Responsibilities

The services under this engagement letter will be performed in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (“AICPA”). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the asserter. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented based only on the level of work as determined by the client. The nature and scope of work is determined solely by the agreement between the practitioner and the client. This work is performed by the practitioner only for the use and benefit of the client. Accordingly, our services will not constitute an audit, compilation, review, or attestation service of TOP’s financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA, Governmental Accounting Standards Board, or the Public Company Accounting Oversight Board, nor do they include an examination of Management’s assertions concerning the effectiveness of TOP’s internal control systems, its information technology systems and procedures, or an examination of compliance with laws, regulations, or other matters.

We will provide observations, recommendations, and suggestions based on our observations during the work requested by you. It will be Management’s and the business owners’ responsibility to provide substantive involvement as part of the project team, determine the level of work desired by the consultant and how to proceed relevant to any recommendations or advice provided, and to maintain an adequate system of internal control and information technology system controls and policies and procedures to assure compliance with laws and regulations. Any statements of compliance are the responsibility of TOP and the applicable regulatory and enforcement authority. FoxPointe has the responsibility to serve the client’s interest by seeking to accomplish the objectives established in this engagement letter, while maintaining the highest degree of integrity and objectivity. This engagement will endeavor to follow and perform our engagement based on the relative and appropriate written risk/threat standards, procedures, and guidelines as they may apply to the scope of services requested.

We will issue a formal report on the results of our consulting services. Our reports will summarize the areas covered and our findings and recommendations. We will discuss significant matters that come to our attention with appropriate Management representatives in draft form before we issue any final report. This will allow Management an opportunity to review these matters in advance and determine whether they wish to engage us to perform extended procedures in response to the identified matters. The results of the consulting efforts will be reported to Management by the TOP project lead. Additionally, at the request of TOP, FoxPointe’s presentation of our reports or findings to the Board or Audit Committee will be scheduled at a mutually acceptable time and may consist of either on-site or teleconference communications.

The documentation for this engagement is the property of TOP and constitutes confidential information. However, we may be requested to make certain documentation available to regulators pursuant to the authority given to them by law or regulation. If requested, access to such documentation will be provided under the supervision of FoxPointe personnel. Furthermore, upon request, we may provide copies of selected documentation to the regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to communicate with you on a timely basis any requests by any regulator for access to documentation as part of its inspection process. Any request by TOP for approval to gain access to, have made available, reproduce, and/or be supplied with documentation referred to in this paragraph shall not be unreasonably withheld.

Although it is likely that we will have discussions of various information technology matters, it is understood that we may not have been provided all appropriate information to make informed recommendations related to those discussions. You agree that in cases where you desire us to make formal consulting recommendations, outside those in the above scope, you will make that request in writing and identify the request as a "Report". The Report will include a discussion of the scope of the area to which the recommendations relate and the assumptions on which the recommendations were based as well as the results of the work. This engagement will be performed as a point in time engagement, under a separate engagement letter, and is meant to provide reasonable but not absolute assurance and does not make a declaration of assurance for any points not reviewed. Additionally, we will not otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. If, for any reason, we are unable to complete the procedures described above, we will not issue a report as a result of this engagement. Please refer to the 'Ongoing and Out of Scope Consulting' section below for further details.

Electronic Communications

In performing services under this Agreement, FoxPointe and/or TOP may wish to communicate electronically via electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as including your consent to use E-mail. All risks related to your business and connected with the use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

FoxPointe Responsibilities

FoxPointe will perform the services approved by TOP and deliver our report(s) to TOP for its review, any needed remediation, and communications to its stakeholders and Management. We will direct, review, supervise, and conduct the day-to-day performance of the services conducted by us. However, we will not perform management functions, make management decisions, or act or give the appearance of acting in a capacity equivalent to a member of TOP Management or as a TOP employee.

We may submit electronic reports on the results of our services for each area assessed by us. Our reports may summarize the areas covered and our findings and recommendations.

The services contemplated within the context of this engagement letter include the concepts of risk-based sample testing. Accordingly, these services would not necessarily include all aspects of your internal control system, nor would they include a detailed examination of all transactions. Therefore, they cannot be relied upon to disclose all errors or fraud that may exist. These services would not ordinarily address abuses of management discretion.

It is our policy to keep evidence collected from you during our engagement for seven years.

TOP Responsibilities

TOP is responsible for designating a person to be responsible for the services provided by us. This individual will be the liaison with FoxPointe and be the coordinator for all activities and services. This person will work with needed internal management in determining the scope of our activities. The assigned person will be the primary person responsible for evaluating the findings and results arising from those activities. The assigned person will be the principal person responsible for reporting the outcomes of work contemplated, with our support, to Management.

TOP Management is responsible for establishing and maintaining an effective internal control system. An effective internal control system reduces the likelihood that errors or fraud will occur and remain undetected; however, it does not completely eliminate that possibility. Our work does not guarantee that errors or fraud will not occur and may not detect errors or fraud should they occur. TOP Management will perform periodic reviews to determine, and shall be solely responsible for determining, when, whether, and how the recommendations suggested by FoxPointe during the course of this engagement are to be implemented.

TOP will provide reasonable workspace for FoxPointe personnel at all in scope locations and ensure that TOP personnel are available, on a reasonable basis, to interact with FoxPointe personnel. You will ensure that all information provided to us is accurate and complete in all material respects, contains no material omissions, and is updated on a prompt and continuous basis. You will assume responsibility for obtaining all third-party consents required to enable us access to and use of any third party products necessary to the performance of the services requested. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation of our consulting efforts, (2) additional information that we may request for the purpose of the engagement, and (3) unrestricted access to persons within the organization from whom we determine it necessary to for us to perform our consulting services. You agree to assume all management responsibilities for these services we provide.

TOP agrees that it will advise FoxPointe in a timely manner of any specific requirements concerning the services to be provided by FoxPointe, including, without limitation, the identification of any reports and filing deadlines for such reports. TOP agrees that any written reports, schedules, other materials, or documents prepared or provided by FoxPointe are to be used only for the purpose of the above-entitled matter and will not be disclosed, published, or used, in whole or in part, by TOP for any other purpose without FoxPointe prior written permission except as may be required by law, regulation, or judicial or administrative process, or in accordance with applicable professional standards.

TOP agrees that FoxPointe shall not be requested or required to undertake any task or function that FoxPointe determines would impair its independence nor will FoxPointe personnel perform any management functions. This engagement will be performed as a point in time engagement and does not make a declaration of assurance for any points not reviewed.

TOP is solely responsible for ensuring the completeness, correctness, and accuracy of any information it provides to FoxPointe hereunder that FoxPointe may need to perform the services hereunder. TOP understands and agrees that FoxPointe will rely upon such information in producing any work product or deliverable hereunder and cannot and will not be responsible for work product or deliverables produced hereunder based on any incomplete, incorrect, or inaccurate information provided by TOP.

Confidential Information

All information shall be provided to FoxPointe by TOP. Any information that has been provided orally or in writing by TOP on behalf of TOP or any of TOP's employees or clients to FoxPointe pursuant to this engagement or through any other type of contact, including information generated as a result of FoxPointe's services thereunder ("Confidential Information"), shall be treated by FoxPointe as proprietary information belonging to TOP, and shall be held in strict confidence by FoxPointe both during and after the term of this engagement and thereafter. All financial data pertaining to TOP, TOP clients or FoxPointe's services hereunder, and all data, information, and records of or pertaining to TOP, TOP employees, and TOP clients, shall be deemed to be Confidential Information.

With respect to all Confidential Information, FoxPointe shall: (1) not provide or make available the Confidential Information in any form to any person other than FoxPointe's or TOP's employees, contractors, agents, and other personnel who have a need to know consistent with the authorized use of such Confidential Information; (2) not reproduce the Confidential Information except for use reasonably necessary to the performance of this agreement; (3) not exploit or use the Confidential Information except as permitted by this agreement; and (4) return or destroy all Confidential Information that is written or in graphic form, and any copies thereof, upon your request or upon the termination of this agreement, however we may keep archival copies of such Confidential Information if reasonably needed to comply with our professional standards, subject to the remaining terms of this paragraph.

In the event that a subpoena or other legal process in any way concerning the Confidential Information is served on FoxPointe, we shall notify you immediately upon receipt thereof and shall reasonably cooperate with you and your legal counsel prior to the production of such Confidential Information as required by such subpoena or legal process. Any legal process to assert that any and all such information is exempt from disclosure as subject to attorney-client privilege would be the responsibility of your legal counsel.

Project Expectations

We understand that this engagement will begin on a mutually acceptable date to be determined and that our reports are expected to be delivered within two to four weeks of final data gathering. Performance of work requested will occur onsite at TOP or at FoxPointe offices. Our ability to complete the initiatives agreed upon depend on certain assumptions such as:

- TOP staff and appropriate contacts within the organization will actively participate in the project and contribute material knowledge and assistance in completing the required actions as appropriate.

- Appropriate technical access as required to perform the engagement, with appropriate scheduling, will be provided for consultants to TOP staff, data, infrastructure, and facilities and third parties.
- Testing of any third party asset or system (such as information security management services) outside of those directly in control of, and owned, by TOP will require written approval to perform work from the third party and may affect the fee structure quoted.

FoxPointe consultants' inability to access, collect, review, and compare any of the above information will affect our findings and/or our final report, fees, and efforts required.

The work will begin on a mutually agreed upon schedule and will be performed at FoxPointe's offices as needed.

Fees

The total fee is set forth below and is based on the information supplied by TOP in its communications to FoxPointe prior to our engagement. On a monthly basis and until the project is completed, FoxPointe will invoice TOP for a percentage of work completed. Out-of-pocket expenses will be invoiced as actual.

The assessment engagement will be a fixed-fee engagement. The total fee, excluding out of pocket expenses, is fixed at the rate below and will be billed as work is completed. As noted above, expenses will be pre-approved and billed as incurred.

Assessment Items	Fee
External Penetration Testing (2 IP addresses)	\$3,500.00
Internal Penetration Testing (200 IP addresses)	\$9,800.00
Total	\$13,300.00

All invoices for FoxPointe's fees and expenses for this engagement will be issued in the name of TOP and it will be the responsibility of TOP to submit payment to FoxPointe with Net 30-day terms from the invoice date, without setoff. Past due invoices for undisputed charges will be charged compounding late fees unless otherwise stated. No work will occur or be performed by FoxPointe without an executed engagement letter and if the engagement letter is delayed, we will need to agree to a new deliverable timeline. In accordance with FoxPointe/ Bonadio firm policies, work may be suspended if TOP's account becomes 30 calendar days (including weekends and holidays) or more overdue and will not be resumed until TOP's account is paid in full and that suspension will require changes to the deliverable timeline. Either party may elect to cancel this agreement for any cause with 30 days' notice, at which time our engagement will be deemed completed even if deliverables have not been supplied. TOP will be obligated to compensate FoxPointe for all time expended and to reimburse FoxPointe for all out-of-pocket expenditures incurred through the date of such termination. If FoxPointe or client elects to terminate FoxPointe services for nonpayment or other cause, the engagement will be deemed to have been completed upon written notification of termination, even if FoxPointe has not completed its report or any obligations hereunder. TOP will be obligated to compensate FoxPointe for all time expended and to reimburse FoxPointe for all out-of-pocket expenditures incurred through the date of any such termination. FoxPointe's fees and expenses are not contingent upon any final resolution, delivery, communication, etc. of the above-entitled matter or any matters that arise from FoxPointe's performance of the consulting services.

In the event that the project to be performed by FoxPointe is delayed more than seven days and the delay is reasonably attributable to TOP (i.e., evidence requests delayed outside original requests, no responses to requests for meetings,

delay in responding to FoxPointe inquiries, client requests for delays, etc.), we will advise TOP of the new deliverable timeline, which will require a change notice to be agreed to by both TOP and FoxPointe. That change notice will include the updated project timing and fee adjustments. If the change notice is not agreed to in writing within seven business days, FoxPointe will deem the project cancelled and will issue a final invoice for our services that will include all time and expenses expended up to that point. If TOP delays are unavoidable or beyond its reasonable control, FoxPointe will issue a change notice surrounding the extended time to perform and complete the project without an adjustment in fees. If the change notice is not agreed to in writing within seven business days, FoxPointe will deem the project cancelled and will issue a final invoice for our services that will include all time and expenses expended up to that point.

Ongoing and Out of Scope Consulting

Ongoing reasonable consultation with FoxPointe regarding the project, final report, assessment, comments, recommendations, or next steps will be provided as requested as part of normal communications surrounding the engagement. If at any time the consultation with FoxPointe requires out of scope work to be performed, a separate engagement letter detailing the work to be performed and the fee/costs will be supplied and shall be subject to TOP's written approval prior to any effort or fee/costs to be incurred by either party. The engagement and work requested will occur onsite at TOP's main location or at FoxPointe offices/locations as needed. Any additional locations must be approved by TOP and FoxPointe prior to performing requested work, and no additional work or costs/fees will be initiated/incurred without written agreement of TOP and FoxPointe.

FoxPointe offers the following fee schedule for out of scope time and material consulting. All consulting projects efforts, team members to be used, and deliverables will be communicated and agreed to in writing prior to any work being performed. FoxPointe would bill you based on a time and materials basis:

- Security Consultant – \$175/hour
- Senior Security Consultant/Project Manager – \$225/hour
- Managing Consultant – \$350/hour
- Principal/Director – \$425/hour
- EVP/Partner – \$575/hour

Change Notices

TOP or FoxPointe may request a change in scope at any time. Documented change notices will be supplied if TOP requested or FoxPointe identified changes materially impact the scope of work. The new scope of work will be communicated and agreed to by both parties prior to starting any work before we incur additional costs.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments. If any provision of this Agreement is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent

necessary to conform to any limitations required under applicable law. This Agreement will be governed by the laws of the State of New York.

TOP's execution of this Agreement constitutes acceptance of the terms and conditions contained herein. No additional or different terms shall become part of or alter this Agreement unless both parties have executed another written agreement that explicitly supersedes, modifies, or controls (in the event of a conflict with) the terms hereof. The terms and conditions contained herein shall supersede and control over any terms or conditions of sale in TOP's purchase order or similar documents regardless of any statement to the contrary contained therein.

Other

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by TOP in strictest confidence. FoxPointe will return any original documents; we will provide adequate assurance that documents with non-public information supplied to us by TOP have been destroyed at the end of our engagement.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Acceptance

If you have any questions regarding the information contained in this engagement letter or on any other matter, please contact me at (585) 249-2779. If this letter correctly expresses your understanding, please sign the enclosed copy where indicated below and return it to Sarah Horton (email to shorton@foxpointesolutions.com). We appreciate the opportunity to serve you and trust that our association will be a long and pleasant one.

Very truly yours,

FOXPOINTE SOLUTIONS, LLC



By:
Carl Cadregari, CISA, CCSFP, CTPRP
Executive Vice President

Accepted and agreed to on behalf of the Town of Pittsford:

Signature

Title of Authorized Signatory

Printed Name and Date



FoxPointe Solutions

INFORMATION RISK MANAGEMENT

171 Sully's Trail, Pittsford, NY 14534 | 844.726.8869 | info@foxpointesolutions.com | foxpointesolutions.com

July 13, 2023

Angel Martinez
Director of Information Services
Town of Pittsford
35 Lincoln Ave.
Pittsford, NY 14534

Dear Angel:

This letter confirms our understanding of the arrangements for FoxPointe Solutions, LLC (“FoxPointe”), a division of The Bonadio Group (“Bonadio”), to provide information technology internal risk assessment services to Town of Pittsford (“TOP”).

Overview

Based on our conversations with you, it is our understanding that TOP desires to engage FoxPointe resources to provide information technology risk assessment services.

Statement of Work

The information technology internal risk assessment consulting services encompass all in-scope systems and other data sets, risk-based testing, and reporting surrounding your IT General, Application, Cybersecurity, Regulatory, and other key controls within your technology infrastructure, processes, administration, physical, and personnel control areas. We will assess infrastructure controls, privileged user and system access, physical access restrictions, incident response program, outsourcing and third party vendor controls, disaster recovery plan controls, portable device/computer security and use, policy, procedures, and overall cyber security management. FoxPointe will likewise prepare a report detailing (based on NIST SP800-30R1, 37r2, 171r1, 53r5) risk assessment policy (if one does not exist) along with suggested risk assessment training for TOP personnel. FoxPointe’s deliverables will include the needed reports, electronic reporting of the risk assessment findings, which will include areas tested, evidence collected, and prioritized recommended remediation activities, along with other reports as needed.

Our work will include a risk assessment of the relevant controls supporting compliance, as well as the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic and other protected information held, stored, processed, or transmitted by the organization and its contracted plans and third parties including:

- Review of Past Findings and Re-tests
- Policy, Procedures, Compliance, and Management Documentation
- Review of Infrastructure and Systems Vulnerability Assessment (external and internal)
- Review of Penetration Testing
- Segregation of Duties
- Vendor Management Program
- Use of Third Parties and Sub-Contractor Compliance Activities
- Detailed Privileged and General User and System Access Controls
- Physical Access Restrictions
- Monitoring and Testing of System Upgrades
- Incident Response Program
- Protection from Environmental Hazards
- Protection from Malicious Code
- Management and Board Interaction with IT/IS
- IS/IT Disaster Recovery Plan Controls and Testing Review
- Portable Device/ Computer Security and Use Review
- Operations and IT Management
- Compliance with Cybersecurity and Privacy Laws and Regulations (per scope) including NY State General Business Law 899-aa and 899-bb (“SHIELD Act”)
- Cybersecurity Management
- Remote Access Controls
- Cyber Liability Coverage

Overall Scope of Services and Roles and Responsibilities

The services under this engagement letter will be performed in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (“AICPA”). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the asserter. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented based only on the level of work as determined by the client. The nature and scope of work is determined solely by the agreement between the practitioner and the client. This work is performed by the practitioner only for the use and benefit of the client. Accordingly, our services will not constitute an audit, compilation, review, or attestation service of TOP’s financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA, Governmental Accounting Standards Board, or the Public Company Accounting Oversight Board, nor do they include an examination of Management’s assertions concerning the effectiveness of TOP’s internal control systems, its information technology systems and procedures, or an examination of compliance with laws, regulations, or other matters.

We will provide observations, recommendations, and suggestions based on our observations during the work requested by you. It will be Management's and the business owners' responsibility to provide substantive involvement as part of the project team, determine the level of work desired by the consultant and how to proceed relevant to any recommendations or advice provided, and to maintain an adequate system of internal control and information technology system controls and policies and procedures to assure compliance with laws and regulations. Any statements of compliance are the responsibility of TOP and the applicable regulatory and enforcement authority. FoxPointe has the responsibility to serve the client's interest by seeking to accomplish the objectives established in this engagement letter, while maintaining the highest degree of integrity and objectivity. This engagement will endeavor to follow and perform our engagement based on the relative and appropriate written risk/threat standards, procedures, and guidelines as they may apply to the scope of services requested.

We will issue a formal report on the results of our consulting services. Our reports will summarize the areas covered and our findings and recommendations. We will discuss significant matters that come to our attention with appropriate Management representatives in draft form before we issue any final report. This will allow Management an opportunity to review these matters in advance and determine whether they wish to engage us to perform extended procedures in response to the identified matters. The results of the consulting efforts will be reported to Management by the TOP project lead. Additionally, at the request of TOP, FoxPointe's presentation of our reports or findings to the Board or Audit Committee will be scheduled at a mutually acceptable time and may consist of either on-site or teleconference communications.

The documentation for this engagement is the property of FoxPointe and constitutes confidential information. However, we may be requested to make certain documentation available to regulators pursuant to the authority given to them by law or regulation. If requested, access to such documentation will be provided under the supervision of FoxPointe personnel. Furthermore, upon request, we may provide copies of selected documentation to the regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to communicate with you on a timely basis any requests by any regulator for access to documentation as part of its inspection process. Any request by TOP for approval to gain access to, have made available, reproduce, and/or be supplied with documentation referred to in this paragraph shall not be unreasonably withheld.

Although it is likely that we will have discussions of various information technology matters, it is understood that we may not have been provided all appropriate information to make informed recommendations related to those discussions. You agree that in cases where you desire us to make formal consulting recommendations, outside those in the above scope, you will make that request in writing and identify the request as a "Report". The Report will include a discussion of the scope of the area to which the recommendations relate and the assumptions on which the recommendations were based as well as the results of the work. This engagement will be performed as a point in time engagement, under a separate engagement letter, and is meant to provide reasonable but not absolute assurance and does not make a declaration of assurance for any points not reviewed. Additionally, we will not otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. If, for any reason, we are unable to complete the procedures described above, we will not issue a report as a result of this engagement. Please refer to the 'Outgoing and Out of Scope Consulting' section below for further details.

Electronic Communications

In performing services under this Agreement, FoxPointe and/or TOP may wish to communicate electronically via electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as including your consent to use E-mail. All risks related to your business and connected with the use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

FoxPointe Responsibilities

FoxPointe will perform the services approved by TOP and deliver our reports to TOP for its review, any needed remediation, and communications to its stakeholders and Management. We will direct, review, supervise, and conduct the day-to-day performance of the services conducted by us. However, we will not perform management functions, make management decisions, or act or give the appearance of acting in a capacity equivalent to a member of TOP Management or as a TOP employee.

We may submit electronic reports on the results of our services for each area assessed by us. Our reports may summarize the areas covered and our findings and recommendations.

The services contemplated within the context of this engagement letter include the concepts of risk-based sample testing. Accordingly, these services would not necessarily include all aspects of your internal control system, nor would they include a detailed examination of all transactions. Therefore, they cannot be relied upon to disclose all errors or fraud that may exist. These services would not ordinarily address abuses of management discretion.

It is our policy to keep records for seven years. However, we do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

TOP Responsibilities

TOP is responsible for designating a person to be responsible for the services provided by us. This individual would be the liaison with FoxPointe and be the coordinator for all activities and services. This person will work with needed internal management in determining the scope of our activities. The assigned person will be the primary person responsible for evaluating the findings and results arising from those activities. The assigned person will be the principal person responsible for reporting the outcomes of work contemplated, with our support, to Management.

TOP Management is responsible for establishing and maintaining an effective internal control system. An effective internal control system reduces the likelihood that errors or fraud will occur and remain undetected; however, it does not completely eliminate that possibility. Our work does not guarantee that errors or fraud will not occur and may not detect errors or fraud should they occur. TOP Management will perform periodic reviews to determine, and shall be solely responsible for determining, when, whether, and how the recommendations suggested by FoxPointe during the course of this engagement are to be implemented.

TOP will provide reasonable workspace for FoxPointe personnel at all in scope locations and ensure that TOP personnel are available, on a reasonable basis, to interact with FoxPointe personnel. You will ensure that all information provided to us is accurate and complete in all material respects, contains no material omissions, and is updated on a prompt and continuous basis. You will assume responsibility for obtaining all third-party consents required to enable us access to and use of any third party products necessary to the performance of the services requested. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation of our consulting efforts, (2) additional information that we may request for the purpose of the engagement, and (3) unrestricted access to persons within the organization from whom we determine it necessary for us to perform our consulting services. You agree to assume all management responsibilities for the services we provide.

TOP agrees that it will advise FoxPointe in a timely manner of any specific requirements concerning the services to be provided by FoxPointe, including, without limitation, the identification of any reports and filing deadlines for such reports. TOP agrees that any written reports, schedules, other materials, or documents prepared or provided by FoxPointe are to be used only for the purpose of the above-entitled matter and will not be disclosed, published, or used, in whole or in part, by TOP for any other purpose without FoxPointe prior written permission except as may be required by law, regulation, or judicial or administrative process, or in accordance with applicable professional standards.

TOP agrees that FoxPointe shall not be requested or required to undertake any task or function that FoxPointe determines would impair its independence nor will FoxPointe personnel perform any management functions. This engagement will be performed as a point in time engagement and does not make a declaration of assurance for any points not reviewed.

TOP is solely responsible for ensuring the completeness, correctness, and accuracy of any information it provides to FoxPointe hereunder that FoxPointe may need to perform the services hereunder. TOP understands and agrees that FoxPointe will rely upon such information in producing any work product or deliverable hereunder and cannot and will not be responsible for work product or deliverables produced hereunder based on any incomplete, incorrect, or inaccurate information provided by TOP.

We do not keep any of your original records, so we will return those to you upon the completion of the engagement when requested. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

Confidential Information

All information shall be provided to FoxPointe by TOP. Any information that has been provided orally or in writing by TOP on behalf of TOP or any of TOP's employees or clients to FoxPointe pursuant to this engagement or through any other type of contact, including information generated as a result of FoxPointe's services thereunder ("Confidential Information"), shall be treated by FoxPointe as proprietary information belonging to TOP, and shall be held in strict confidence by FoxPointe both during and after the term of this engagement and thereafter. All financial data pertaining to TOP, TOP clients or FoxPointe's services hereunder, and all data, information, and records of or pertaining to TOP, TOP employees, and TOP clients, shall be deemed to be Confidential Information.

With respect to all Confidential Information, FoxPointe shall: (1) not provide or make available the Confidential Information in any form to any person other than FoxPointe's or TOP's employees, contractors, agents, and other personnel who have a need to know consistent with the authorized use of such Confidential Information; (2) not reproduce the Confidential Information except for use reasonably necessary to the performance of this agreement; (3) not exploit or use the Confidential Information except as permitted by this agreement; and (4) return or destroy all Confidential Information that is written or in graphic form, and any copies thereof, upon your request or upon the termination of this agreement, however we may keep archival copies of such Confidential Information if reasonably needed to comply with our professional standards, subject to the remaining terms of this paragraph.

In the event that a subpoena or other legal process in any way concerning the Confidential Information is served on FoxPointe, we shall notify you immediately upon receipt thereof and shall reasonably cooperate with you and your legal counsel prior to the production of such Confidential Information as required by such subpoena or legal process. Any legal process to assert that any and all such information is exempt from disclosure as subject to attorney-client privilege would be the responsibility of your legal counsel.

Project Expectations

We understand that this engagement will begin on a mutually acceptable date to be determined and that our reports are expected to be delivered within four weeks of final data gathering, which may be different from final fieldwork dates. Performance of work requested will occur onsite at TOP or at FoxPointe offices. Our ability to complete the initiatives agreed upon depend on certain assumptions such as:

- TOP staff and appropriate contacts within the organization will actively participate in the project and contribute material knowledge and assistance in completing the required actions as appropriate.
- Appropriate technical access as required to perform the engagement, with appropriate scheduling, will be provided for consultants to TOP staff, data, technical and physical infrastructure, and facilities and third parties.
- Testing of any third party asset or system (such as web applications, information security management services, etc.) outside of those directly in control of, and owned, by TOP will require written approval from TOP to perform work from the third party and may affect the fee structure quoted.
- Initial documentation should be provided to FoxPointe at least one week prior to our onsite kickoff. All interviews and walkthroughs will be completed while consultants are onsite during the extended fieldwork.

FoxPointe consultants' inability to access, collect, review, and compare any of the above information will affect our findings and/or our final report, fees, and efforts required.

The work will begin on a mutually agreed upon schedule and will be performed at TOP and FoxPointe's offices as needed.

Fees

The total fee is set forth below and is based on the information supplied by TOP in its communications to FoxPointe prior to our engagement. On a monthly basis and until the project is completed, FoxPointe will invoice TOP for a percentage of work completed. Out-of-pocket expenses will be invoiced as actual.

<u>Assessment Item</u>	2023 Fee	2024 Fee ¹	2025 Fee
IT/IS Internal Risk Assessment	\$9,000.00	N/A	\$9,000.00
Health Check Risk Assessment	N/A	\$5,400.00	N/A
Reporting	Included	Included	Included
<u>Total</u>	\$9,000.00	\$5,400.00	\$9,000.00

All invoices for FoxPointe's fees and expenses for this engagement will be issued in the name of TOP and it will be the responsibility of TOP to submit payment to FoxPointe with Net 30-day terms from the invoice date, without setoff. Past due invoices for undisputed charges will be charged compounding late fees unless otherwise stated. No work will occur or be performed by FoxPointe without an executed engagement letter and if the engagement letter is delayed, we will need to agree to a new deliverable timeline. In accordance with FoxPointe/Bonadio firm policies, work may be suspended if TOP's account becomes 30 calendar days (including weekends and holidays) or more overdue and will not be resumed until TOP's account is paid in full and that suspension will require changes to the deliverable timeline. Either party may elect to cancel this agreement for any cause with 30 days' notice, at which time our engagement will be deemed completed even if deliverables have not been supplied. TOP will be obligated to compensate FoxPointe for all time expended and to reimburse FoxPointe for all out-of-pocket expenditures incurred through the date of such termination. If FoxPointe or client elects to terminate FoxPointe services for nonpayment or other cause, the engagement will be deemed to have been completed upon written notification of termination, even if FoxPointe has not completed its report or any obligations hereunder. TOP will be obligated to compensate FoxPointe for all time expended and to reimburse FoxPointe for all out-of-pocket expenditures incurred through the date of any such termination. FoxPointe's fees and expenses are not contingent upon any final resolution, delivery, communication, etc. of the above-entitled matter or any matters that arise from FoxPointe's performance of the consulting services. In the event that the project to be performed by FoxPointe is delayed more than seven days and the delay is reasonably attributable to TOP (i.e., evidence requests delayed outside original requests, no responses to requests for meetings, delay in responding to FoxPointe inquiries, client requests for delays, etc.), we will advise TOP of the new deliverable timeline, which will require a change notice to be agreed to by both TOP and FoxPointe. That change notice will include the updated project timing and fee adjustments. If the change notice is not agreed to in writing within seven business days, FoxPointe will deem the project cancelled and will issue a final invoice for our services that will include all time and expenses expended up to that point. If TOP delays are unavoidable or beyond its reasonable control, FoxPointe will issue a change notice surrounding the extended time to perform and complete the project without an adjustment in fees. If the change notice is not agreed to in writing within seven business days, FoxPointe will deem the project cancelled and will issue a final invoice for our services that will include all time and expenses expended up to that point.

¹ 2024 fee is an estimate and will be adjusted prior to project start as only controls that have completed all remediation will be assessed.

Ongoing and Out of Scope Consulting

Ongoing reasonable consultation with FoxPointe regarding the project, final report, assessment, comments, recommendations, or next steps will be provided as requested as part of normal communications surrounding the engagement. If at any time the consultation with FoxPointe requires out of scope work to be performed, a separate engagement letter detailing the work to be performed and the fee/costs will be supplied and shall be subject to TOP's written approval prior to any effort or fee/costs to be incurred by either party. The engagement and work requested will occur onsite at TOP's main location or at FoxPointe offices/locations as needed. Any additional locations must be approved by TOP and FoxPointe prior to performing requested work, and no additional work or costs/fees will be initiated/incurred without written agreement of TOP and FoxPointe.

FoxPointe offers the following fee schedule for out of scope time and material consulting. All consulting projects efforts, team members to be used, and deliverables will be communicated and agreed to in writing prior to any work being performed. FoxPointe would bill you based on a time and materials basis:

- Security Consultant – \$175/hour
- Senior Security Consultant/Project Manager – \$255/hour
- Managing Consultant – \$350/hour
- Principal/Director – \$425/hour
- EVP/Partner – \$575/hour

Change Notices

TOP or FoxPointe may request a change in scope at any time. Documented change notices will be supplied if TOP or FoxPointe identifies changes that materially impact the scope of work. The new scope of work will be communicated and agreed to by both parties prior to starting any work.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, and resolution of differences. If any provision of this Agreement is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law. This Agreement will be governed by the laws of the State of New York.

We may from time to time, and depending on the circumstances, use third-party software providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential

information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. We may also, depending on circumstances, use FoxPointe Solutions, LLC personnel or other consultants including those located outside the United States of America, in serving your account and by signing this letter you consent to our selection and use of such personnel, in our discretion.

TOP's execution of this Agreement constitutes acceptance of the terms and conditions contained herein. No additional or different terms shall become part of or alter this Agreement unless both parties have executed another written agreement that explicitly supersedes, modifies, or controls (in the event of a conflict with) the terms hereof. The terms and conditions contained herein shall supersede and control over any terms or conditions of sale in TOP's purchase order or similar documents regardless of any statement to the contrary contained therein.

Other

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by TOP in strictest confidence. FoxPointe will return any original documents; we will provide adequate assurance that documents with non-public information supplied to us by TOP have been destroyed at the end of our engagement.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Acceptance

If you have any questions regarding the information contained in this engagement letter or on any other matter, please contact me at (585) 249-2779. If this letter correctly expresses your understanding, please sign the enclosed copy where indicated below and return it to Sarah Horton (email to shorton@foxpointesolutions.com). We appreciate the opportunity to serve you and trust that our association will be a long and pleasant one.

Very truly yours,

FOXPOINTE SOLUTIONS, LLC



By:

Carl Cadregari, CISA, CCSFP, CTPRP
Executive Vice President

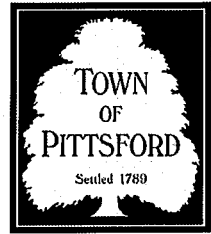
Accepted and agreed to on behalf of the Town of Pittsford:

Signature

Title of Authorized Signatory

Printed Name and Date

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: July 25, 2023

Regarding: 2023 Food Truck & Music Fest Amusement Rides

For Meeting On: August 8, 2023

Ladies and Gentlemen:

In planning for the Town of Pittsford's 2023 Food Truck and Music Fest we ask that you review the enclosed contract with Hammerl Amusements.

In the event the Town Board determines that the proposed action should be taken, the following oral Resolution language is suggested:

I move that the Town Board authorizes the Town Supervisor to sign a contract with Hammerl Amusements for a fee not to exceed \$9,900 for the 2023 Food Truck and Music Fest.

Pittsford Food Truck and Music Fest

Vendor Agreement

Hammerl Amusements

Vendor Terms of Operation: Vendor agrees to provide amusement rides for the Pittsford Food Truck and Music Fest sponsored by the Town of Pittsford located on South Main St. in the Village of Pittsford.

Pittsford Food Truck and Music Fest - September 9, 2023 - 12-9PM (event hours)

Fee: The Town shall pay to the Vendor \$9,900.00. Such fee shall be paid within 15 business days after the event.

Equipment: Vendor shall furnish and install any and all equipment for the event. This includes all necessary electrical equipment to power the rides along with any additional equipment that is required for set up. When setting up their equipment, Vendor shall consider the safety of all festival patrons.

Vendor shall provide the following:

September 9, 2023 - 12-9PM

1. Spinner Ride (35x35)
2. Dizzy Dragon (30x30)
3. Bounce House
4. Inflatable Slide

Setup: Vendor setup time will begin at 5:00PM on Friday, September 8. All set up and inspections must be complete no later than 11:30AM on the date of the event. Vendor vehicles and trailers must be removed from the festival site by 11:30AM and parked in the designated Vendor parking area. Vendor shall remove all equipment and other property from the area immediately following the completion of the event and such removal shall be completed no later than *11:00PM on the date of the event*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal. Vendors are not permitted to breakdown rides until the completion of the event and the area is clear of all attendees.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the festival.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left in the booth or at the festival site.

Vendor acknowledges that street sweepers and washers may be cleaning the festival site in the evening, and that such operations may cause damage to any equipment,

fixtures and any other property left on the site by Vendor. Should damage or loss occur, Vendor agrees not to hold the Town of Pittsford responsible.

Vendor is required to provide proof of general liability insurance listing the Town of Pittsford as additional insured.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the festival shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, with no obligation whatsoever to the Vendor.

In the event that the Town terminates the agreement for any reason other than a breach by Vendor, the Town shall pay a 20% cancellation fee for any termination occurring 24 hours or more in advance of the event or the full balance if the termination occurs within 24 hours of the event.

Upon termination of Agreement, the Town may, at its sole discretion, permit any other person to take up such space(s) as reserved for the Vendor.

Vendor Signature _____ Date _____

Lynn Ritchie
Hammerl Amusements

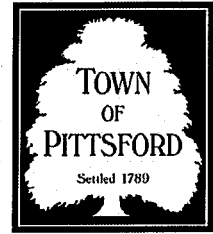
Town of Pittsford _____ Date _____

William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY August 15, 2023 TO:

Town of Pittsford
Department of Recreation
35 Lincoln Avenue
Pittsford NY 14534
585-248-6280

MEMORANDUM



To: William A. Smith and Town Board

From: Jessie Hollenbeck, Recreation Director

Date: July 25, 2023

Regarding: Fall 2023 Recreation Programs

For Meeting On: August 8, 2023

The attached list of programs constitutes the list of fall 2023 recreation programs we anticipate offering.

In the event the Town Board determines that the proposed action should be taken, the following oral resolution language is suggested:

I move that the Town Board approve the Recreation Department's 2023 fall programs and authorize the Town Supervisor to sign instructor contracts as required.

Town of Pittsford – Recreation Department

New Proposed Programs for Fall 2023

Outerspace Art Class

Yushan Socola

In this class we will learn about different planets in the solar system and recreate them. The project will combine painting planets with glow in the dark acrylic paint and creating a UFO/space craft sculpture. Provide children with an opportunity to explore their creativity with hands-on craft making and experience utilizing different materials to make art.

DIY Earrings

Yushan Socola

In this class, the student will learn basic earring assembly techniques. We will make bead earrings and acrylic earrings/keychains. For the acrylic earrings, we will draw on the acrylic first and then assemble them. Material is included. Ear clips and earring hooks are provided.

Babysitters Training

EPIC Trainings

Taught through classroom discussion, instructor lead lecture and supplemented by an interactive video presentation; this 5-hour class for boys/girls ages 11-15, teaches participants the roles and responsibilities of a babysitter including skills in: accident prevention, first aid and abdominal thrusts for choking victims. Each student will receive a workbook and a certification card upon completion.

Home Alone Safety

EPIC Trainings

This 2 hour class designed to teach children ages 8-12, who are home alone the importance of behaving responsibly. Topics include but are not limited to: basic first aid tips, what to do when a stranger comes to the door, answering the telephone, internet safety and how to react during a variety of miscellaneous emergencies such as power outages and fires. Knowing when your child is ready to stay home alone is a difficult decision; preparation can make the transition much easier for you & your child.

SAT/ACT Boot Camp

Chariot Learning

Build a powerful foundation for SAT and ACT success in just 6 hours! Taught by Chariot Learning – Upstate New York's most well-known and respected test prep organization. This SAT/ACT Boot Camp provides a thorough review of the essential reading, writing, math, and test taking skills and strategies for the most current versions of both exams. Pack your calculator and come ready to learn!

FJ1 NFL Football Camp

Felix Joyner

This camp focuses on the skills and fundamentals of football. Participants will be taught the game of football and the importance of safety while playing football. This is a non-contact camp teaching kids how to become smart, safe football players. We will teach the fundamentals and

skills involved with each position, while performing agility drills and learning the game in a positive and fun environment.

How to Brew Beer: A Beginner's Guide

Bill Smith

Learn to make your own beer. Town Supervisor Bill Smith, an experienced home brewer for more than 30 years, will take you step-by-step through the process with an informative, hands-on program, brewing five gallons of a traditional English ale. The course meets on three Wednesday evenings, October 4, 11 and 25.

Class 1 focuses on Planning, Practices and Equipment. Class 2 is Brewing Day. Class 3 is Bottling Day – and a celebratory beer tasting! You'll learn the process from start to finish. Classes 1 and 2 will be held at the Community Center. Class 3 will be held at King's Bend Park. This course is for the beginning brewer – who hasn't done it before or who has only just started. Must be age 21 or older to participate.

Introduction to Watercolor Methods

Paul Allen Taylor

Learn the beginning methods of watercolor that will get you started with this medium. Watercolor is controllable with the right approach. Learn how to handle the paint on the paper so it does what you want it to do. Controlling watercolor is all about the water. Layering and paint consistency is explained in detail so you can manage the parts of a painting with ease. Short exercises and small examples will get you started. Each class opens with a demonstration.

Painting the Riverside Farm

Kathy Armstrong

Returning students from the October class will apply their experience by following a step-by-step lesson. The lesson pulls it all together as a guide to developing a painting. Topics will cover the drawing, paper preparation, and using the Tea, Coffee, Milk, Cream and Butter concept. Follow along with Paul as he uses the same lesson explaining the approach in detail. Students will use a limited palette of four colors to reduce the choices and decision making. Each class opens with a demonstration.

Electronic Notary Training Class

Kristin Cavallaro

Effective February 2023, new NYS laws went into Effect that allows for Electronic Notarizations. You may not perform Electronic notarizations unless you have registered the capability to do so with the State. This class will train you on what you need to know to become an Electronic Notary in the State of New York and the policies, procedures and software requirements that are mandated by the State for Electronic Notarizations. Only electronic procedures are covered in this class. *This class is only for traditional notaries who want to learn about Electronic notarization and/or students that have already taken the "Becoming a Notary Public-Traditional" class.

Tea-Licious Trendz Talks

Cynthia Evans

Penfield resident, former engineer, and owner of Tea-Licious Trandz LLC est. 2009, Cynthia Evans presents two wellness talks this season!

Liquid Gold: Honey will discuss how honey assists in optimizing health. Inspired by the book "The Honey Phenomenon" by Dr. Joshua, Cynthia explores how this plentiful and delicious food from nature – liquid gold – can heal an ailing body.

Best Healing Superfood: Coconut will highlight the many benefits a person may experience by adding coconut to one's diet. Inspired by the book "The Coconut Oil Secret," Cynthia will cover key points regarding how beneficial this oil is to your health, share personal health improvements, and explain how to source the best type for consumption.

Town of Pittsford – Recreation Department

Proposed Programs for Fall 2023

Program	Instructor
<u>Preschool</u>	
Panther Pals	Recreation Staff
Preschool Adventures: Dinosaurs	Sherry Murray
Preschool Adventures: Construction	Sherry Murray
Preschool Adventures: Under the Sea	Sherry Murray
Preschool Adventures: Chicka Chicka Boom Boom	Sherry Murray
Preschool Adventures: Fall	Sherry Murray
Preschool Adventures: Pete's a Pizza	Sherry Murray
Preschool Adventures: Monsters	Sherry Murray
Preschool Adventures: Pigsty	Sherry Murray
Preschool Adventures: If You Give a Mouse a Cookie	Sherry Murray
Preschool Adventures: Gingerbread	Sherry Murray
Preschool Adventures	Sherry Murray
Parent & Child Clay Class	Marybeth Fitzsimmons
S.T.E.A.M. Powered Play	Progressive Early Learning
Sensory and Science	Progressive Early Learning
Art & Sensory Play	Progressive Early Learning
Loose Parts Play	Progressive Early Learning
My Art Class	Mary Slaughter
Creative Kids ONLINE!	Mary Slaughter
Wiggles, Giggles, and Jiggles	Lisa Magliato
Lil Athletes	Lisa Magliato
Running Club I	Mary Slaughter
Running Club II	Mary Slaughter
Peppy Pint Soccer	Mary Slaughter
Peppy Pint Sports	Mary Slaughter
Semi-Private Gymnastics	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff

Little Ninja Class
Parent & Tot Open Gym
Teeny Tiny Tap and Ballet
Tiny Tap and Ballet
Intro to Irish Dance

James Creighton
Recreation Staff
Jordan Wisset
Jordan Wisset
Amy Coppola

Youth & Teen

The After School Program	Recreation Staff
December Fun Camp- Spirit Week!	Recreation Staff
School Recess Day – The Artist in You!	Recreation Staff
School Recess Day – Catch Me If You Candle!	Recreation Staff
School Recess Day – Busy Bodies!	Recreation Staff
Mealtime Manners	Etiquette Chics
Harry Potter Hogwarts School of Etiquette	Etiquette Chics
American Girl Doll Club	Sherry Murray
Creative Painting and Drawing	Yushan Socola
Outer Space Art Class	Yushan Socola
DIY Earrings	Yushan Socola
We are Monsters	Bravo! Creative Arts
Journey of the Noble Gnarble	Bravo! Creative Arts
Mean Girls JR.	Bravo! Creative Arts
Matilda JR.	Bravo! Creative Arts
Seussical KIDS	Bravo! Creative Arts
The Drowsy Chaperone JR	Bravo! Creative Arts
Winter Break Theatre Camp	Bravo! Creative Arts
Private Piano Lessons	Beth Werner
Babysitter's Training	EPIC Trainings
Safety First for Children	EPIC Trainings
First Aid for Kids	EPIC Trainings
College 101: Planning & Paying for College	Paul Celuch
SAT/ACT Boot Camp	Chariot Learning
Kid's Fun Spanish Class	Lourdes de la Colina-Scofield
Pittsford Ballet Pre-Ballet	Karen Hanson

Pittsford Ballet School	Karen Hanson
Dance Camp	Katie Elizabeth
Irish Dance with Dunleavy	Amy Coppola
FIT Kids: Fencers in Training	Rochester Fencing Club Staff
Junior Tennis	Jeff Wagstaff
Indoor Junior Tennis	Jeff Wagstaff
Junior Tennis	Empire Tennis Academy
Soccer Shots for Youth	Soccer Shots Staff
Edge11 Elementary Soccer Academy	Edge11 Soccer Staff
Youth Soccer- Fall	Recreation Staff
Running Club I	Mary Slaughter
Running Club II	Mary Slaughter
Semi-Private Gymnastics	Mary Slaughter
Semi-Private Basketball Instruction	Glenn Anderson
Youth Basketball	Glenn Anderson
Junior Volleyball	Feng Zhang
Beginners Boxing Camp	Bee Relentless Boxing
Martial Arts for Youth	James Creighton
A Horse's Friend: Horsemanship	A Horse's Friend
FJ1 NFL Football Camp	Felix Joyner
FJ1 NFL Flag Football: Teen League	Felix Joyner
Rochester Jr. Amerks - Intro to Youth Hockey	Rochester Jr. Amerks
Youth Conditioning	585 Fitness
Family Yoga	Jessica Pereyra
Baton Twirling Lessons	Jessica Pereyra
Creative Dance & Movement	GCLER Instructors

Adult Programs

Guided Hikes on Pittsford Trails	Recreation Staff
Mendon Ponds Park Walking Tours	Jack Butler
How to Brew Beer: A Beginner's Guide	Bill Smith
Vintage, Antique or Repro?	Price Prazar
Introduction to Watercolor	Kathy Armstrong

Watercolor Class (Continuing)	Kathy Armstrong
Making Soap the Easy Way	Beth Byrne
Basic Cold Process Soap	Beth Byrne
Bath Salts	Beth Byrne
Bath Fizzies	Beth Byrne
Soy Candle Making Basics	Beth Byrne
Introduction to Watercolor Methods	Paul Allen Taylor
Painting the Riverside Farm	Kathy Armstrong
Fabulous Furnishings	Peggi Heissenberger
Fall Cookie Decorating Class	Peggi Heissenberger
Holiday Cookie Decorating Class	Peggi Heissenberger
Dainty Delight Flowers Card Class	Pat Miller
Seasonal Cards & Table Favors	Pat Miller
Thankful for You Card Class	Pat Miller
Tags and Treats	Pat Miller
Mah Jongg for Beginners	Carol Schott
Pittsford Ballet School	Karen Hanson
Belly Dance	Deborah Robinson
Just Dance!	Lindsey Miller
Pre-Licensing 5 Hour Course	Jon DeVecchio
Defensive Driving	Cindy St. George
American Red Cross CPR/AED	EPIC Trainings
American Red Cross First Aid	EPIC Trainings
Becoming a Notary Public- Traditional	Kristin Cavallaro
Electronic Notary Training Class	Kristin Cavallaro
Learn Spanish: Enhance Your Brain	Lourdes de la Colina-Scofield
Martial Arts for Adults	James Creighton
Martial Arts for Women	Tracy Maggio
Debbie McVean Aerobics	Deborah McVean
Pilates	Eva Pazral
Yoga	Eva Pazral
Therapeutic Yoga	Kaitlyn Vittozzi
Cyclic Yoga	Maryam Barmakirad

A Horse's Friend: Adult Horsemanship Program
Beginners Boxing Camp
Meditation & Mindfulness
Tea-Licious Trendz Talks

A Horse's Friend
Bee Relentless Boxing
Lori Lefkowitz
Cynthia Evans