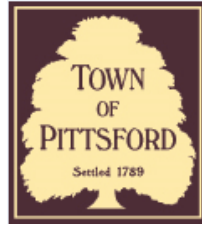


SUPERVISOR
William A. Smith, Jr.



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
Wednesday, December 6, 2023 – 6:00 PM

Call to Order

Pledge of Allegiance

Minutes

Approval of Minutes of the Meeting of November 6, 2023
Approval of Minutes of the Meeting of November 21, 2023

Legal Matters

Public Comment
Elderberry Express, Inc. Agreement
Monroe County Snow and Ice Agreement

Financial Matters

Public Comment
Surplus Inventory
Budget Transfer

Personnel Matters

Public Comment
Hiring Resolution

Other Business

Public Comment

Adjournment

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

ATTENDING IN PERSON

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/FcqTL0OYMCGU6WlccUApyUL3twz4dm9V/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. The Clerk will read your name, but not your street address unless you ask for it to be read.

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/FcqTL0OYMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

Minutes of the Pittsford Town Board for November 6, 2023

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
NOVEMBER 6, 2023**

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, November 6, 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: Thirty-two members of the public along with an interpreter attended.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. and invited all to join in the Pledge to Flag.

SUPERVISORS ANNOUCEMENTS

Due to the time change this past weekend a reminder for all to exercise caution when driving home in the early evening as it is now darker.

Event planning will soon begin for the total solar eclipse in 2024.

PUBLIC HEARING ON THE PROPOSED 2024 TOWN BUDGET

Supervisor Smith reviewed the proposed budget for 2024 and then opened the public hearing. Following comments from Michael Slade and Ann Slocomb the hearing was declared closed.

MINUTES OF THE OCTOBER 17 MEETING APPROVED

A Resolution to approve the minutes of the Town Board meeting of October 17, 2023, was offered by Deputy Supervisor Munzinger, Councilmember Taylor seconded, and members voted as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the October 17, 2023, Town Board meeting are approved.

LEGAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

INSURANCE COVERAGE/TAX BONDING FOR 2023-2024 FOR TOWN CLERK AND RECEIVER OF TAXES APPROVED

A Resolution to authorize insurance coverage for the 2023-2024 Tax Collections was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by the members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

Minutes of the Pittsford Town Board for November 6, 2023

The Resolution was declared carried as follows:

RESOLVED by the Town Board of the Town of Pittsford, as follows:

Section 1. The Town Board hereby guarantees the surety, form and amount of the official undertaking for the faithful performance of the duties of the Town Clerk and Receiver of Taxes, as follows:

Type of undertaking: Insurance coverage for Town Clerk and Receiver of Taxes

Amount: \$100,000.00 per employee Public Employee Dishonesty Coverage with additional indemnity of \$200,000.00, including Faithful Performance of Duty, for the Receiver of Taxes

Section 2. A true copy of this resolution shall be affixed to the undertaking to indicate this Board's approval thereon in accordance with Town Law §25.

SET PUBLIC HEARING FOR SEWER DISTRICT EXTENSION JHSD-159

A Resolution to set the public hearing for the proposed Sewer District Extension JHSD-159 was made 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:

WHEREAS, Petitions, signed by the owners, Mark W. Morris & Joy E. Morris, of the proposed "Extension JHSD-159" to the Pittsford Sewer District, have been presented to the Town Board of Pittsford, Monroe County, New York, the said proposed Extension being located, in general terms, on the real property located at the address 495 Mendon Road, Pittsford, New York, all as is more particularly set forth in the Petition; and

WHEREAS, no public monies are proposed to be expended for the Extension of the District; and

WHEREAS, the Sewer Entrance, Connection and other County Fees have been paid by the owners of the unit within the Extension are in the aggregate amount of \$524.32;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that a public hearing be held before the Town Board of the Town of Pittsford, at the Town of Pittsford Town Hall, on November 21, 2023 at 6:00 o'clock P.M., Local Time, to consider the said Petition and to hear all persons interested therein, and for such other and further action on the part of the Town Board with relation to the said Petition as may be required by law or proper in the premises; and it is further

RESOLVED AND ORDERED, that a copy of the within Order be duly published in The Daily Record, which paper is designated as the official paper for such publication, and a copy of the said Order be posted on the bulletin board of the Town Clerk of the Town of Pittsford, New York, maintained pursuant to Section 30 of the Town Law, not less than ten (10) nor more than twenty (20) days prior to the date of the said hearing.

SET PUBLIC HEARING FOR SEWER DISTRICT EXTENSION SWBC-52

A Resolution to set the public hearing for the proposed Sewer District Extension SWBC-52 was made by Councilmember Taylor, 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:

Minutes of the Pittsford Town Board for November 6, 2023

WHEREAS, Petitions, signed by the owners, Mark J. Frohm & Celeste S. Frohm, of the proposed "Extension SWBC-52" to the Pittsford Sewer District, have been presented to the Town Board of Pittsford, Monroe County, New York, the said proposed Extension being located, in general terms, on the real properties located at the addresses N Wilmarth Rd and 126 N Wilmarth Rd, Pittsford, New York, all as is more particularly set forth in the Petition; and

WHEREAS, no public monies are proposed to be expended for the Extension of the District; and

WHEREAS, the Sewer Entrance, Connection and other County Fees have been paid by the owners of each unit within the Extension are in the aggregate amount of \$991.32;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that a public hearing be held before the Town Board of the Town of Pittsford, at the Town of Pittsford Town Hall, on November 21, 2023 at 6:00 o'clock P.M., Local Time, to consider the said Petition and to hear all persons interested therein, and for such other and further action on the part of the Town Board with relation to the said Petition as may be required by law or proper in the premises; and it is further

RESOLVED AND ORDERED, that a copy of the within Order be duly published in The Daily Record, which paper is designated as the official paper for such publication, and a copy of the said Order be posted on the bulletin board of the Town Clerk of the Town of Pittsford, New York, maintained pursuant to Section 30 of the Town Law, not less than ten (10) nor more than twenty (20) days prior to the date of the said hearing.

SET PUBLIC HEARING FOR SEWER DISTRICT EXTENSION JHSD-158

A Resolution to set the public hearing for the proposed Sewer District Extension JHSD-158 was made by Councilmember Townsend, 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:

WHEREAS, Petitions, signed by the owners, Joshua Dougherty & Alicia Dougherty, of the proposed "Extension JHSD-158" to the Pittsford Sewer District, have been presented to the Town Board of Pittsford, Monroe County, New York, the said proposed Extension being located, in general terms, on the real property located at the address 184 W Bloomfield Road, Pittsford, New York, all as is more particularly set forth in the Petition; and

WHEREAS, no public monies are proposed to be expended for the Extension of the District; and

WHEREAS, the Sewer Entrance, Connection and other County Fees have been paid by the owners of the unit within the Extension are in the aggregate amount of \$1,178.32;

NOW, ON MOTION duly made and seconded, it is

RESOLVED AND ORDERED, that a public hearing be held before the Town Board of the Town of Pittsford, at the Town of Pittsford Town Hall, on November 21, 2023 at 6:00 o'clock P.M., Local Time, to consider the said Petition and to hear all persons interested therein, and for such other and further action on the part of the Town Board with relation to the said Petition as may be required by law or proper in the premises; and it is further

RESOLVED AND ORDERED, that a copy of the within Order be duly published in The Daily Record, which paper is designated as the official paper for such publication, and a copy of the said Order be posted on the bulletin board of the Town Clerk of the Town of Pittsford, New York, maintained pursuant

Minutes of the Pittsford Town Board for November 6, 2023

to Section 30 of the Town Law, not less than ten (10) nor more than twenty (20) days prior to the date of the said hearing.

FINANCE MATTERS

PUBLIC COMMENTS

No comments were submitted.

ADOPTION OF THE 2024 BUDGET

Following discussion among board members, Supervisor Smith made a motion to adopt the 2024 Town Budget, Deputy Supervisor Munzinger seconded, and it was 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 2024 Proposed Budget, Sewer Rents, Special Districts, and Debt Service budgets be approved as the 2024 Adopted Budget.

RECREATIONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

APPROVAL FOR THE 2024 WINTER PROGRAMS

A motion to approve the 2024 Recreation winter program schedule was made by Deputy Supervisor Munzinger, 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:

RESOLVED, that the Recreation Department 2024 winter programs are approved, and the Town Supervisor is authorized to sign instructor contracts as required.

PERSONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

HIRING/PERSONNEL ADJUSTMENTS APPROVED

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

The Resolution was declared passed as follows:

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

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

Name	Dept	Position	Rate	Date of Hire
Charles Bennett	Highway	Seasonal Laborer	\$18.10	11/04/2023

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

Minutes of the Pittsford Town Board for November 6, 2023

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

Name	Position	Reason	Rate	Effective Date
Matthew Rickett	General Foreman	Replacement	\$39.60	10/16/2023
Rileigh LeVan	Rec Asst	Group Leader	\$15.00	10/23/2023
Brian Shamp	Working Foreman	Replacement	\$35.20	11/06/2023

OTHER BUSINESS

Councilmember Taylor extended her congratulations to the following Pittsford student athlete teams for their sectional victories: Girls Gymnastics, Girls Swimming, Mendon Girls Field Hockey, Mendon Boys Soccer, Sutherland Girls Volleyball and Sutherland Boys and Girls Cross Country Teams.

PUBLIC COMMENT

Board members heard comments from Katherine Sinclair and Audrey Clignett.

With no further business, the meeting adjourned at 6:47 P.M.

Respectfully submitted,

Renee McQuillen
Town Clerk

Minutes of the Pittsford Town Board for November 21, 2023

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
November 21, 2023**

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, November 21, 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; Laura Beeley, Deputy Town Clerk; Kelly Eldred, Assistant to the Supervisor; Shelley O'Brien, Communications Director; Spencer Bernard, Chief of Staff.

ATTENDANCE: Twelve members of the public along with an interpreter attended.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. and invited all to join in the Pledge to Flag.

SUPERVISORS ANNOUCEMENTS

Supervisor Smith advised November 11 was the anniversary of the Treaty of Canandaigua of 1794, between the Haudenosaunee Confederation and the United States, by which the United States acquired the territory that today includes Pittsford.

Candlelight Night is on Tuesday-December 5th from 5pm to 8pm.

Next town board meeting is scheduled for Wednesday, December 6, to accommodate Candlelight Night.

Town and Village Historian Audrey Johnson will be retiring at the end of November, after 44 years of service.

Supervisor Smith wishes everyone a Happy Thanksgiving.

PUBLIC HEARING FOR SEWER DISTRICT EXTENSION JHSD – 158, SEWER DISTRICT EXTENSION JHSD -159 AND SEWER District SWBC-52

Supervisor Smith opened the public hearing for all three Sewer Districts simultaneously, asking for public comments and hearing none. Supervisor Smith then closed the public hearing.

Supervisor Smith made a motion to approve Sewer District Extension JHSD -158, SEWER DISTRICT EXTENSION JHSD -159 AND SEWER District SWBC-52, seconded by Councilmember Taylor, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend and Smith. Nays: none.

The Resolutions were declared carried as follows:

SEWER DISTRICT EXTENSION JHSD – 158

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary map and information which requests an Extension to the Pittsford Sewer District, to be known as “Extension JHSD-158”,

WHEREAS, the aforesaid Petition was signed by owners of the property within the proposed Extension to the District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of November, 2023, for the hearing of all persons interested in the matter to be held on the 21st day of November, 2023, at 6:00 o'clock P.M., Local Time, at the Pittsford Town Hall, 11 South Main Street, Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the said Order 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 Petition that the proposed Extension to the 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 within action is a Type II action, pursuant to the SEQRA regulations published at 6 NYCRR § 617.5(c)(13), requiring no further environmental review by the Town Board; and

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

NOW, ON MOTION duly made and seconded, it is unanimously

RESOLVED AND ORDERED, that

- (a) The Petition is signed and acknowledged or approved as required by law and is otherwise sufficient;
- (b) The property and the sole property owners within the Extension to the District are benefited thereby;
- (c) The property and the sole property owners benefited are included within the limits of the Extension to the District;
- (d) The expenses of Maintenance of the Extension to 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 Extension “JHSD-158” to the Pittsford Sewer District, be and the same hereby is created, and that the boundaries of the Extension, as hereby created, are as set forth in “Exhibit 1” annexed hereto, and it is further

RESOLVED AND ORDERED, that all improvements to the sewer system required for the Extension will be constructed or caused to be constructed by the Petitioners, at the expense of the Petitioners; and it is further

RESOLVED AND ORDERED, that the Town Clerk is hereby directed to record in the Monroe County Clerk’s Office and file with the New York state Office of Audit and Control certified copies of the within Resolution, as required by law.

SEWER DISTRICT EXTENSION JHSD – 159

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary map and information which requests an Extension to the Pittsford Sewer District, to be known as “Extension JHSD-159”; and

Minutes of the Pittsford Town Board for November 21, 2023

WHEREAS, the aforesaid Petition was signed by owners of the property within the proposed Extension to the District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of November, 2023, for the hearing of all persons interested in the matter to be held on the 21st day of November, 2023, at 6:00 o'clock P.M., Local Time, at the Pittsford Town Hall, 11 South Main Street, Town of Pittsford, New York; and

WHEREAS, due proof of publication and posting of the said Order 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 Petition that the proposed Extension to the 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 within action is a Type II action, pursuant to the SEQRA regulations published at 6 NYCRR § 617.5(c)(13), requiring no further environmental review by the Town Board; and

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

NOW, ON MOTION duly made and seconded, it is unanimously

RESOLVED AND ORDERED, that

- (f) The Petition is signed and acknowledged or approved as required by law and is otherwise sufficient;
- (g) The property and the sole property owners within the Extension to the District are benefited thereby;
- (h) The property and the sole property owners benefited are included within the limits of the Extension to the District;
- (i) The expenses of Maintenance of the Extension to the District are to be paid by the property owners annually on a benefit basis; and
- (j) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that Extension "JHSD-159" to the Pittsford Sewer District, be and the same hereby is created, and that the boundaries of the Extension, as hereby created, are as set forth in "Exhibit 1" annexed hereto, and it is further

RESOLVED AND ORDERED, that all improvements to the sewer system required for the Extension will be constructed or caused to be constructed by the Petitioners, at the expense of the Petitioners; and it is further

RESOLVED AND ORDERED, that the Town Clerk is hereby directed to record in the Monroe County Clerk's Office and file with the New York state Office of Audit and Control certified copies of the within Resolution, as required by law.

SEWER DISTRICT EXTENSION SWBC – 52

WHEREAS, a Petition having been duly presented to the Town Board of the Town of Pittsford, Monroe County, New York, together with the necessary map and information which requests an Extension to the Pittsford Sewer District, to be known as "Extension SWBC-52"; and

WHEREAS, the aforesaid Petition was signed by owners of the properties within the proposed Extension to the District; and

WHEREAS, an Order was duly adopted by the Town Board on the 6th day of November, 2023, for the hearing of all persons interested in the matter to be held on the 21st day of November, 2023, at 6:00 o'clock P.M., Local Time, at the Pittsford Town Hall, 11 South Main Street, Town of Pittsford, New York; and

Minutes of the Pittsford Town Board for November 21, 2023

WHEREAS, due proof of publication and posting of the said Order 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 Petition that the proposed Extension to the 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 within action is a Type II action, pursuant to the SEQRA regulations published at 6 NYCRR § 617.5(c)(13), requiring no further environmental review by the Town Board; and

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

NOW, ON MOTION duly made and seconded, it is unanimously

RESOLVED AND ORDERED, that

- (k) The Petition is signed and acknowledged or approved as required by law and is otherwise sufficient;
- (l) All the properties and the sole property owners within the Extension to the District are benefited thereby;
- (m) All the properties and the sole property owners benefited are included within the limits of the Extension to the District;
- (n) The expenses of Maintenance of the Extension to the District are to be paid by the property owners annually on a benefit basis; and
- (o) It is in the public interest to grant in whole the relief sought; and it is further

RESOLVED AND ORDERED, that Extension "SWBC-52" to the Pittsford Sewer District, be and the same hereby is created, and that the boundaries of the Extension, as hereby created, are as set forth in "Exhibit 1" annexed hereto, and it is further

RESOLVED AND ORDERED, that all improvements to the sewer system required for the Extension will be constructed or caused to be constructed by the Petitioners, at the expense of the Petitioners; and it is further

RESOLVED AND ORDERED, that the Town Clerk is hereby directed to record in the Monroe County Clerk's Office and file with the New York state Office of Audit and Control certified copies of the within Resolution, as required by law.

LEGAL MATTERS

PUBLIC COMMENTS

Ed Doherty and Janice Bullard Pieterse submitted a comment.

PITTSFORD OAKS, TOBEY PUD PARCELS 8 & 12

A presentation was given by Danny Daniele, President of Daniele Family Companies and David Cox, MBA, PE Senior Associate Passero Associates. Town Board members had concerns and questions about several aspects of the application. It was also requested that there be another public forum on the Pittsford Oaks project in the next couple of weeks.

Deputy Supervisor Munzinger offered a motion to accept the following application, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

Minutes of the Pittsford Town Board for November 21, 2023

It is hereby resolved that the Town Board (1) accepts for processing the application of 2851 Clover, LLC for municipal approvals to construct approximately 191 high-quality residential apartment units on Tobey PUD Parcels 8 & 12 (the "Project"), (2) declares its intent to act as lead agency for a coordinated environmental review of the Project under the State Environmental Quality Review Act (SEQRA), (3) refers the application to the Planning Board for an advisory report, (4) refers the application to the Design Review and Historic Preservation Board for review and comment, and (5) refers the application to the Commissioner of Public Works for his report on the feasibility and adequacy of the design elements of the application.

COVENTRY RIDGE SUBDIVISION, OPEN SPACE E DEDICATION

Councilmember Taylor motioned to accept the Open Space E Dedication, and it was 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:

WHEREAS, Theodore F. Spall, Jr. and Suzanne A. Spall, by "Offer of Dedication of Public Land", dated November 7, 2023, ("Offer"), have offered to dedicate one (1) parcel of land in the Town of Pittsford, Monroe County, New York, consisting of approximately 12.322 acres of open space in Section 4 of the Coventry Ridge Subdivision, designated Open Space "E," has been presented to the Town Board of the Town of Pittsford, and it appearing therefrom to the satisfaction of the Town Board that the lands so offered for dedication have been and are properly surveyed and mapped and should be accepted as Lands of said Town, and that all claims for damage have been properly released;

NOW, on Motion duly made and seconded, it was

RESOLVED, that the Town Board of the Town of Pittsford does hereby consent that the aforesaid land, located in the Town of Pittsford, Monroe County, New York, and as more particularly described as set forth on Schedule A and depicted on Schedule B of the Offer, be accepted in dedication for use as "Rural Conservation Land" pursuant to Section 185-31 of the Town of Pittsford Code; and be it further

RESOLVED, that any taxes that are currently due or will become due on said parcels of land, as a result of the assessment roll in effect at the time of this acceptance, shall be the responsibility of the grantor dedicating the parcel of land to the Town.

COVENTRY RIDGE SUBDIVISION ROAD DEDICATION, "BELLINGHAM CREEK"

Supervisor Smith offered a motion to accept the road dedication of Bellingham Creek, 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:

WHEREAS, a properly executed written offer to dedicate certain land in the Town of Pittsford, Monroe County, New York, dated November 10, 2023, for the purpose of establishing a public highway, to be known as "Bellingham Creek," in the Coventry Ridge Subdivision, Section 4, has been presented to the Town Board of the Town of Pittsford, together with a map thereof, and it appearing therefrom to the satisfaction to the Town Board that the lands so offered for dedication as a public highway have been and are properly offered and mapped and should be accepted as a public highway of said Town;

RESOLVED, that the Town Board does hereby consent that a public highway, to be known as "Bellingham Creek," in the Coventry Ridge Subdivision, Section 4, in the Town of Pittsford, Monroe County, New York be laid out in said Town of Pittsford, more particularly described as set forth on Schedule A and shown on Exhibit 1 annexed to said written offer, and the Town Superintendent of Highways is authorized to make an order laying out the lands described in said dedication; and it is further

Minutes of the Pittsford Town Board for November 21, 2023

RESOLVED, that the Town Board does hereby consent that the land comprising the aforesaid public highways be accepted in dedication.

PITTSFORD YOUTH SERVICES AGREEMENT

An amendment to the agreement on section A, line 1- the written amount of “Sixty-Six Thousand, Nine Hundred Eighty Dollars” was amended to read “Sixty-Seven Thousand, Nine Hundred Eighty Dollars”. Deputy Supervisor Munzinger offered a motion to approve the proposed Pittsford Youth Services Agreement as amended, 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:

RESOLVED, that the Town Supervisor be authorized to enter into and sign the proposed Agreement with Pittsford Youth Services for calendar year 2024.

FINANCIAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

NOVEMBER VOUCHERS APPROVED

Board members acknowledged review of the vouchers proposed for payment and a resolution to approve the proposed vouchers was offered by Councilmember Taylor, 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 November vouchers from numbers 163418-163851, totaling \$1,111,383.06 were approved for payment.

PERSONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

2024 HOLIDAY SCHEDULE APPROVED

Supervisor Smith offered a Resolution to approve the proposed 2024 Holiday Schedule, seconded by Councilmember Taylor. In discussion Councilmember Townsend recommended adding two additional floating holidays for year 2025 and beyond, to accommodate observances for religious holidays not on the calendar. Board members expressed agreement. Thereafter the motion was 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 2024 Holiday Schedule for the Town of Pittsford full time and part-time staff be approved, respectively, as follows:

2024 Schedule of Holidays

New Year’s Day	Monday, January 1 st
Martin Luther King Day*	Monday, January 15 th
Presidents’ Day*	Monday, February 19 th
Good Friday	Friday, March 29 th
Memorial Day	Monday, May 27 th
Juneteenth	Wednesday, June 19 th
Independence Day	Thursday, July 4 th
Labor Day	Monday, September 2 nd
Columbus Day/Indigenous Peoples’ Day	Monday, October 14 th
Veterans’ Day*	Monday, November 11 th

Minutes of the Pittsford Town Board for November 21, 2023

Thanksgiving Day	Thursday, November 28 th
Day after Thanksgiving	Friday, November 29 th
Christmas Day	Wednesday, December 25 th
Employee's Birthday*	
Additional Floating Holiday*	

HIRING/PERSONNEL ADJUSTMENTS APPROVED

An amendment to the Hiring/Personnel list was made to correct the spelling of the name of Rachael George which is shown correctly below.

A Resolution to approve the recommendations for new hires and status and/or salary changes was offered for approval 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 passed as follows:

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

Name	Dept	Position	Rate	Date of Hire
Maximillian Powers	Highway	Seasonal Laborer	\$18.10	11/13/2023
Steven Barrett	Court	Security	\$30.00	11/30/2023
Rachael George	Seniors	REC Asst	\$15.98	12/04/2023

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

Name	Dept	Position	Rate	Date of Hire
Maximillian Powers	Highway	Seasonal Laborer	\$18.10	11/13/2023
Steven Barrett	Court	Security	\$30.00	11/30/2023
Rachael George	Seniors	REC Asst	\$15.98	12/04/2023

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

Name	Position	Reason	Rate	Effective Date
Jennifer Morrow	Sr Center Prog Spec	Replacement	\$28.57	11/20/2023
Patrick Dwyer	MEO I	Replacement	\$33.27	11/20/2023
James Wintermute	MEO II	Promotion	\$27.33	11/20/2023
Patrick Mullaney	MEO II	Replacement	\$27.33	11/20/2023

Should the Board approve the above recommendation and personnel adjustment, the following resolution is being proposed, **RESOLVED**, that the Town Board approves the appointment for the following employee(s):

Name	Position	Reason	Rate	Effective Date
Jennifer Morrow	Sr Center Prog Spec	Replacement	\$28.57	11/20/2023
Patrick Dwyer	MEO I	Replacement	\$33.27	11/20/2023
James Wintermute	MEO II	Promotion	\$27.33	11/20/2023
Patrick Mullaney	MEO II	Replacement	\$27.33	11/20/2023

OTHER BUSINESS

PUBLIC COMMENT

Linda Servetnick and Janice Bullard Pieterse submitted a comment.

Minutes of the Pittsford Town Board for November 21, 2023

EXECUTIVE SESSION

Supervisor Smith made a motion to enter into an Executive Session to discuss a real estate matter, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Koshykar, Munzinger, Taylor, Townsend, and Smith. Nays: none.

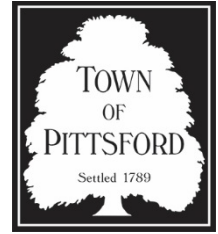
The motion carried and the Board entered Executive Session starting 7:21 P.M. The Town Board exited executive session and reconvened at 7:35 P.M.

With no further business at this time, the meeting adjourned at 7:36 P.M.

Respectfully submitted,

Laura Beeley
Deputy Town Clerk

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: November 30, 2023

Regarding: Elderberry Express, Inc. Agreement

For Meeting On: December 6, 2023

Ladies and Gentleman:

Attached please find a copy of the signed agreement with Elderberry Express, Inc. This is a renewal of the Town's annual agreement with the corporation, which provides senior citizen transportation services for residents of the Town.

The agreement provides for payment by the Town of an annual subsidy to Elderberry Express, Inc. in the amount of \$8,000.00, which is in the 2024 budget. This amount is \$500 higher than last year's amount.

The agreement also refers to the minimum of 100 square feet of office space we provide to Elderberry Express at the Senior Center, and that "Profit and Loss" reports from Elderberry Express will be provided to the Town Supervisor on a quarterly basis.

The agreement has been signed. Therefore, if acceptable, it would become effective upon ratification by this Board, with authorization for the Town Supervisor to sign *nunc pro tunc* ("now for then").

RESOLUTION

I move that the Town Board ratify the agreement between Elderberry Express, Inc. and the Town for services in 2024 and authorize the Town Supervisor's signature, *nunc pro tunc*.

AGREEMENT

COPY

THIS AGREEMENT, made as of the 1st day of January, 2024 by and between the TOWN OF PITTSFORD, NEW YORK, a municipal corporation having its offices at 11 South Main Street, Pittsford, New York 14534 ("Town"), and ELDERBERRY EXPRESS, INC., a domestic not-for-profit corporation with offices at 3750 Monroe Avenue, Pittsford, New York, ("Express").

WITNESSETH:

WHEREAS, Express has offered to perform certain services for the people of the Town in relation to the project known as the Elderberry Express; and

WHEREAS, the Town Board, by Resolution, has authorized an Agreement with Express to support said services,

NOW, THEREFORE, it is mutually agreed by and between the Town and Express as follows:

1. In consideration of the sum of \$8,000.00, to be paid in equal quarterly installments by the Town to Express, Express agrees for the year 2024 to provide transportation services to Pittsford senior citizens who find it difficult or impossible to use public or private transportation. As a result of the synergy of the operations of Express and the Pittsford Senior Center, the Town will also provide to Express the use of office space of a minimum of 100 square feet at the Pittsford Senior Center. The Town's only obligations shall be to provide the funding and office space as set forth in this Agreement. Under no circumstances shall the Town assume Elderberry Express's obligation to transport any citizens.

2. This Agreement is subject to specific conditions, as follows:

- A. Express shall provide to the Town Supervisor, for review on behalf of the Town, quarterly "Profit & Loss" reports;
- B. The Town shall have the ongoing authority to evaluate the program of Express covered by this Agreement and if the monthly reports or the performance of Express are not such as to constitute a reasonable achievement of the goals set forth, in the opinion of the Town Board, it reserves the right to cancel this Agreement at any time and to terminate all obligations of the Town to make payment to Express;

- C. Express shall provide to the Town any additional financial records as the Town may deem necessary for the purpose of performing a fiscal audit and shall submit to the Town an annual financial report; and
- D. Express agrees that eligibility for participation in the project will not be based on color, race, gender, creed, sex, national origin or disability, nor shall fees be charged. Donations may be accepted by Express.

3. All expenditures by Express that are to be reimbursed must be made in accordance with New York State law.

4. Express agrees to maintain all required Workers' Compensation and Unemployment Insurance as required by New York State law.

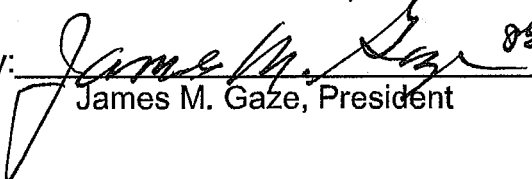
5. Express shall maintain the Town as a named insured on an automobile liability policy the limits of which are at least \$250,000.00 per person/\$500,000.00 per occurrence for personal injury and \$100,000.00 property damage, per occurrence, and agrees to defend, indemnify and hold the Town harmless from any and all claims based in whole or part on Express's provision of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their respective hands and seals the date first have written.

TOWN OF PITTSFORD, NEW YORK

By: 
William A. Smith, Jr., Supervisor

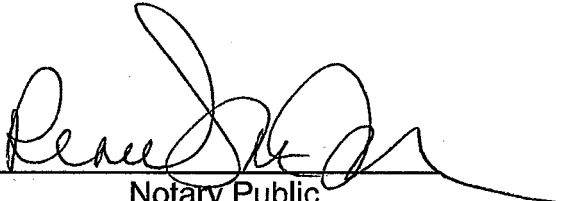
ELDERBERRY EXPRESS, INC.

By:  8/11/2023
James M. Gaze, President

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the 6th day of November, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared James M. Gaze, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Renee M. McQuillen
Notary Public, State of New York
Registration #01MC6333997
Qualified in Monroe County
Commission Expires December 7 2023


Notary Public

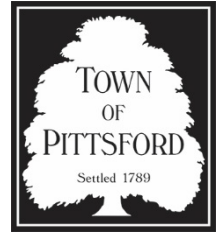
STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the 8th day of November, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Smith, Jr., Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Renee M. McQuillen
Notary Public, State of New York
Registration #01MC6333997
Qualified in Monroe County
Commission Expires December 1 2023


Notary Public

MEMORANDUM



To: Pittsford Town Board

From: Paul Schenkel - Commissioner of Public Works

Date: November 27, 2023

Regarding: Monroe County Snow and Ice Agreement

For Meeting On: December 6, 2023

Ladies and Gentlemen:

Attached is the proposed Intermunicipal Agreement with the Monroe County Department of Transportation so that the Town of Pittsford will be reimbursed for snow and ice control on County roads. This new agreement will cover the 2023/24 winter season, and can be renewed for up to 4 additional years. As you may recall, the term of the previous 5-year agreement ran from 2018 to 2023. Monroe County DOT works with all Highway Superintendents across the county each year to adjust per mile pricing to reflect actual expenses. Labor, material, equipment and seasonal adjustments are used to determine the per mile cost each season. Services provided by the Town include snow removal and ice control as well as special activities related to installation of snow fence, and street sweeping.

This coming season, the payment to the Town for snow and ice removal of the 53.73 lane miles of County roads is \$4,290 per lane mile for a total of \$230,490.46. This is an increase of 9.43% from last season.

Based on my review, I recommend the Town Board authorize the Agreement with Monroe County for Snow and Ice Services for the 2023/2024 season.

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

Resolved, that based on the recommendation of the Commissioner of Public Works, that the Town Board authorizes the Town Supervisor to sign the Agreement with Monroe County for Snow and Ice Services for the 2023/2024 season.



Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

September 28, 2023

Paul Schenkel
Commissioner of Public Works
Town of Pittsford
11 South Main Street
Pittsford, New York 14534

RE: INTERMUNICIPAL AGREEMENT FOR SNOW AND ICE CONTROL SERVICES

Dear Mr. Schenkel:

Please find enclosed three (3) original Intermunicipal Agreements for Snow and Ice Control Services. The initial term of the agreement is October 1, 2023 through September 30, 2024 with annual renewals upon mutual consent for up to four (4) additional years. The lane mile certification form and payment vouchers will be mailed out along with the fully executed agreement.

The new Agreement was recently discussed with Town Highway Superintendents at the September 21, 2023 Town Work Committee Meeting. The technical and procedural changes since the 2018 Agreement are summarized as follows:

Item	Old Agreement	New Agreement
Equipment Rates	2017 NYSDOT Equipment Rental Rate Schedule	2023 FEMA Schedule of Equipment Rates
Bike Lanes	None/No input	Will be considered in lane-mile calculation only if resulting from a road diet.
WEB EOC	Minimal language requiring Towns to enter information during "major" snowfalls.	Expanded language about when data input is required, notifications, update intervals, etc.
APPENDIX A	2018 version was included.	Updated with most recent version dated 1/1/2022.

INTERMUNICIPAL AGREEMENT FOR SNOW AND ICE CONTROL SERVICES

September 28, 2023

Page 2 of 2

There are two changes proposed to the methodology for the annual lane mile rate adjustment; related to bike lanes and 2023 FEMA equipment rates. The annual cost adjustments to the lane mile rates will be shared with the Towns prior to and discussed at the December 21, 2023 Town Work Committee Meeting.

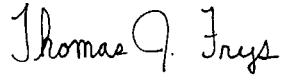
The final lane mile rate adjustment will be calculated and a complete Exhibit package (A through E) will be enclosed with the fully executed agreement when it is returned.

If the Town's insurance documentation with Monroe County is currently up-to-date, then no additional insurance documentation will be necessary to execute the agreement. If the Town's insurance documentation is out-of-date, new insurance documentation will be needed to execute the agreement. You may refer to the attached Monroe County Summary of Insurance Requirement checklist for guidance.

Please have your Town Supervisor complete and sign all three copies of the agreement and have his or her signature notarized. Return everything, along with your Town Board resolution (if applicable) to Joyce Cordello at the address below.

If you have any questions, please feel free to contact Joyce Cordello at 585-753-7737, or myself.

Sincerely,



Thomas J. Frys, P.E.
Director of Transportation

TJF:TDP;jlc:jed

Attachments

cc: T. Polech
J. Cordello
B. Riley, Monroe County Law Department

File H:\Sub\T\TOWNS\SNOW & ICE\agrmnt & info\2024 new agreement\Snow & Ice Cover Letter 2023-2024 to be merged.docx

INTERMUNICIPAL AGREEMENT BETWEEN

MONROE COUNTY

AND

TOWN OF PITTSFORD

**FOR THE PROVISION OF SNOW REMOVAL AND
ICE CONTROL SERVICES**

October 2023

TABLE OF CONTENTS

		<u>Page</u>
I.	Term of Agreement	3
II.	Scope of Work	4
III.	Services to be Provided	4
IV.	Level of Service	5
V.	Payment	6
VI.	Adjustments to Rates.....	6
VII.	Method of Payment	8
VIII.	Notices	8
IX.	Standard Clauses.....	8
	Appendix A.....	10
	Attachment 1.....	17
	Exhibit "A" Snow and Ice Rate Adjustment	
	Exhibit "B" Salary Increase Calculation	
	Exhibit "C" Fringe Benefit Rate Calculation	
	Exhibit "D" Equipment Rate Calculation	
	Exhibit "E" Seasonal Adjustment Calculation	

Intermunicipal Agreement for Snow Removal and Ice Control Services

THE AGREEMENT, this 1st day of October 2023, 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, hereinafter referred to as the “**County**,” and the **TOWN OF PITTSFORD**, a municipal corporation within the County of Monroe, having its office and place of business at 11 South Main Street, Pittsford, New York 14534 hereinafter referred to as the “**Town**.”

WITNESSETH

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages of the County; and

WHEREAS, the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads; and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads; and

WHEREAS, pursuant to the Monroe County Charter Section C6-19 B. (6) the County Director of Transportation may contract with the Town for delivery of County highway services; and

WHEREAS, the County desires to enter into an agreement with the Town for snow removal and for salting and treating County roads for the purpose of removing the danger of ice and snow; and

WHEREAS, the Town has appropriate snow and ice removal equipment and sufficient snow and ice control personnel to contract with the County for snow and ice control services; and

WHEREAS, the Town Board has authorized the Agreement by Resolution No. _____, adopted _____, 2023.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Sections 118-b, 135-a and 142-d of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services on the County highway system and that the County will reimburse the Town for the provision of these services under a lump sum reimbursement contract.

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of five (5) years beginning October 1, 2023 and expiring on September 30, 2028. The parties agree that there shall be an annual adjustment to the rates as set forth below.

II. SCOPE OF WORK:

This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials. These activities shall be defined in the Operational Plan. The activities shall be grouped into two categories; Standard Activities which will be routinely performed for all towns, and Special Activities which may or may not be performed by each town.

A. The Standard Activities shall include:

1. Supervision;
2. Supervisory patrolling;
3. Radio watch/ Dispatch
4. Preparedness for snow and ice control, including markers;
5. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or de-icing materials
6. Treatment of slippery spots, including 'black ice', and bridges;
7. Routine benching using plow trucks;

B. The Special Activities shall include:

1. Snow fence material (fence and posts), installation, maintenance, dismantling and storage;
2. Sweeping of roadways with curb and gutter to remove accumulated winter abrasives and debris;

III. SERVICES TO BE PROVIDED:

- A. The Town shall provide the basic service elements as outlined in this Agreement and as outlined in the New York State Department of Transportation "Highway Maintenance Guidelines Chapter 5 - for Snow and Ice Control - latest revision". The Guidelines will be further updated/revised from time to time through the life of this Agreement; subject to the following modifications or clarifications;

1. Section 5.3200 Snow Control Goals

Replace the table in subsection 5.3201 and 5.3202 with the following; *The Town shall provide for the middle half width to be bare 4 to 8 hours after the event, and the full pavement bare 12 to 24 hours after the event.*

2. Section 5.4405 Guidelines for the use of Salt

Paragraph F. Spreading speed. Delete the third paragraph and replace with the following;

Depending on the road and traffic conditions, speeds should be in the range of 15 MPH to 30 MPH.

3. Section 5.4406 Guidelines for the use of Abrasives.

Replace paragraph E. Spreading speed with the following;

The spreading speed should be in the range of about 15 to 30 MPH, depending on traffic and highway surface conditions.

4. Section 5.8300 Methodology for Passive Snow Control

Section 5.8301 General Add the following: *Snow fence - The installation, maintenance and storage is considered a special activity and will be paid each year as a lump sum allowance to each Town based on a 3 year average of snow fence installed in each respective town multiplied by the most recent NYSDOT published unit price. No measurement or modification will be made to the snow fence allowance during the season.*

B. Sweeping

At the end of the snow season, the Town shall be responsible to sweep County road sections that have curb or gutter to remove all abrasive materials and roadside debris.

C. Operational Plan

In November of each year, the Town shall be required to submit an updated operational plan (electronic submission is acceptable), which outlines the approach to meet the requirements of this Agreement. If there are no changes from the previous year, a simple statement submitted by the highway superintendent via email referencing the previous years' plans and stating "no change" is sufficient. The County and Town may modify the operational plan by mutual consent.

D. WEBEOC Input

Towns are required to make entries into the web-based snow and ice board (WebEOC) during "major" storm events to notify the County and other towns of the status of their snow and ice operations, including a brief statement of road conditions within their jurisdiction, and any other pertinent information (e.g., accidents, breakdowns, and staffing issues) that may assist neighboring towns and County DOT and emergency operation staff in managing and responding to storm-related activities. "Major" storm events are defined as those having snowfall rates of at least 2 inches per hour and with the potential for travel advisories or travel bans.

Notification shall be made by the County to the Towns in advance of potentially qualifying "major" storm events. All Towns shall respond that they have received the notification. Towns should begin posting updates to WebEOC at the time and interval as requested by the County in the notification. Weather information will be provided to the Towns leading up to and through such "major" storm events as they are received by Monroe County, so that each Town is preparing based on the same forecast. The County will send a follow-up notification when updates are no longer required to be posted. Towns will be contacted individually if further information is needed between updates.

IV. LEVEL OF SERVICE:

The Town shall be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the objectives of this Agreement and the New York State Department of Transportation "Highway Maintenance Guidelines for Snow and Ice Control", as last revised in January 2012; or further updated/revised from time to time through the life of this Agreement.

The Town shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways, all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

The Monroe County plowing and salting lane mileage inventory for each road in the Town will be provided each year. The County shall update this inventory annually as of December of each year. The County shall provide a copy of this amended inventory to the Town for its review and acceptance. The values contained on the annual inventory will be used for the annual calculation for lump sum payment as outlined in this Agreement.

V. PAYMENT:

A. In consideration of the performance by the Town, the County agrees to pay for Standard Activities to the Town each year during the term of this Agreement. The standard activity amount will be calculated by the County in September of each year and forwarded to the Town for review and concurrence. This figure shall be known as the "Standard Activities Payment" for the period. A sample of the calculation is shown in Exhibit "A".

B. In addition, the County agrees to pay for Special Activities performed by the Town under this Agreement either by unit price, or by actual cost method as indicated in the "Services to be Provided" section of this Agreement. The estimated "Special Activities Payment" for snow fence and sweeping will be detailed in the payment calculation provided to the Town each year and will be combined into a total special activities payment.

C. The total of the "Standard Activities Payment" and the "Special Activities Payment" shall represent the "Total Estimated Payment" to the Town for each period of the Agreement.

VI. ADJUSTMENT TO RATES:

At the end of the each snow and ice season, the Town shall submit seasonal actual cost data to the County summarizing the costs of labor, materials and equipment.

The cost of the standard activities work is comprised of the following portions that have been agreed to by the County and Town: Labor 40%, Materials 35% and Equipment 25%.

When the County reduces the number of travel lanes by implementing a road diet in order to install bike lanes, bike lanes will be included in the lane-mile calculation as ½ lane-mile per bike lane per side. For example, bike lanes on both sides of the road are equal to the same number of lane-miles as one travel lane. Bike lanes that were previously paved shoulders will not be included in the lane-mile calculation.

Each year the County will calculate adjustments to the following:

A. Labor component (salary and fringe rate)

The labor component of the Agreement shall be calculated and adjusted in the lane-mile rate in each year of the Agreement.

The salary adjustment to the labor component shall use the calculated county wide average of all towns actual salary increase (with yearly high and low removed) for the latest three (3) year period. A sample example of the labor adjustment is shown in Exhibit “B”.

The fringe rate adjustment of the labor component shall be the county-wide average of all towns’ fringe rates using the previous year actual fringe rate data. A sample example of the fringe rates calculation is shown in Exhibit “C”

B. Material component

The material component of the lane mile rate of the Agreement shall be adjusted each year using the current year actual NYS Office of General Services (OGS) salt price changes as compared to the price for the previous year.

C. Equipment component

If the equipment ownership and operation rates, based on the published FEMA Schedule of Equipment Rates change at all from the previous year, the equipment percentage of the lane-mile rate shall be adjusted.

Equipment rate adjustments will be made using data from the most recent version of the FEMA Schedule of Equipment Rates. Equipment not meeting form or function in the FEMA Schedule of Equipment Rates shall be addressed on a case-by-case basis by referencing either the New York State OGS “Heavy Equipment Rental Standby Contract” or the current Equipment Watch Rental Rate Blue Book for Construction Equipment by Randall Reilly. Towns shall notify the County of any equipment not meeting form or function in the FEMA Schedule of Equipment Rates. The rates in the FEMA Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Radios, GPS, liquid distribution, and automatic controls are considered to be incidental costs included in the FEMA rates. Rates for equipment not listed may be furnished by FEMA upon request.

The following parameters and methodology will apply to equipment rate adjustment. An example of the equipment adjustment calculation is shown in Exhibit “D”.

A summary of the data used for the calculation is as follows:

- A weighted adjustment for 10-Wheel Dump Trucks and 6-Wheel Dump Trucks will be made.
- All 6-Wheel Dump Truck rate adjustments will be based on the 8-10 CY (FEMA Cost Code 8721) hourly rates.
- All 10-Wheel Dump Truck rates adjustments will be based on the 14 CY (FEMA Cost Code 8723) hourly rates.
- In addition to the hourly rates used for each Dump Truck, hourly rates for a One Way (Front) Plow (FEMA Cost Code 8452), Front Plow with Leveling Wing (FEMA Cost Code 8452), Dump Body Mounted Sand Spreader (FEMA Cost Code 8456), Truck Mounted Sand Spreader (FEMA Cost Code 8457), and Chemical Spreader (FEMA Cost Code 8458) will be considered. 6-Wheel Dump Trucks will be paired with the One Way (Front) Plow (FEMA Cost Code 8452), Truck Mounted Sand Spreader (FEMA Cost Code 8457), and Chemical Spreader (FEMA Cost Code 8458). 10-Wheel Dump Trucks

will be paired with the Front Plow with Leveling Wing (FEMA Cost Code 8452), Dump Body Mounted Sand Spreader (FEMA Cost Code 8456), and Chemical Spreader (FEMA Cost Code 8458).

The data and results calculated above will be used to calculate a weighted adjustment percentage factor. The factor will be used to calculate the equipment component adjustment of the lane mile rate for the upcoming snow and ice season.

D. Special Activities

Adjustments to the special activities will be made periodically through the term of the Agreement during the annual adjustment discussions. Actual data will be gathered for snow fence and sweeping and adjustment to the quantities will be used (based on a 3 year average) to calculate the special activities payment.

E. Seasonal Adjustment

The seasonal adjustment component is an adjustment in the rate that considers the intensity of the winter snow and ice activities and reported costs of the towns. The current year total seasonal town cost will be added to the spreadsheet "Exhibit E" and a new calculation for the 7 year average (with the high and low years excluded) will be made and used as a "seasonal adjustment" to the lane mile rate for the following year. The seasonal adjustment will be shown in the calculation forwarded to each town and outlined in "Exhibit E."

F. Annual Adjustment

1. The County will annually notify the Town in writing as to any adjustment to the rates. In the event the Town does not concur with the adjustment to the rates, the Town shall, within ten (10) business days of receipt of the notification by the County, submit in writing the reasons for the non-concurrence. The County shall, within ten (10) business days after receipt of written correspondence by the Town, arrange for a meeting between representatives of the County and the Town to resolve the matter. In the event the matter cannot be resolved, the County may unilaterally impose the modification, and the Town shall comply. In that event, the Town may, if it so elects, notify the County in writing that this Agreement is terminated, which such termination shall be effective not less than one year after receipt of the Town's notice by the County. The County may, in its sole discretion, shorten this period to not less than thirty (30) days, if the County deems it in the public interest.

2. If the Town does not deliver notice to the County within ten (10) business days of receipt of the notification from the County, the Town shall be deemed to have consented to the annual adjustment to the rates.

VII. METHOD OF PAYMENT:

The Town shall be reimbursed for services provided in two (2) payments. The first payment shall represent 90% of the "Total Estimated Payment". The first payment shall be made in February of each year of this Agreement, subject to receipt of the signed mileage certification, Operational Plan, signed voucher, and approved insurance certification. The second and final payment shall be based on the actual Agreement amount and represent the difference between the actual Agreement amount and the first payment. Processing of the final claim is contingent upon the Town's submission of the snow and ice data collection form and updated Town labor and equipment rates.

VIII. NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered personally, or by guaranteed overnight delivery, or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice:

To County, at the following address:
Monroe County Director of Transportation
6100 City Place
50 West Main Street
Rochester, New York 14614
Phone: (585) 753-7720

To Town or Village, at the following address:
Town of Pittsford
11 South Main Street
Pittsford, New York 14534

IX. STANDARD CLAUSES

Appendix "A" hereto contains the Standard Clauses for County Contracts (dated January 1, 2022) and is hereby incorporated herein and made a part of this Agreement.

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

COUNTY OF MONROE

TOWN OF PITTSFORD

By: _____
Thomas J. Frys, P.E.
Director of Transportation

By: _____
William A. Smith, Jr.
Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **THOMAS J. FRY**S, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM A. SMITH, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Town and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/ application/proposal/contract/ agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/ application/proposal/contract/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____, 20____

TOWN or VILLAGE: Town of Pittsford

By: _____

Name: _____

Title: _____

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licenser, licensee, lessor, lessee or any other party):

Section 1. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 2. INSURANCE AND FAMILY LEAVE BENEFITS

The Contractor will, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. 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 or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out as, nor claim to be, an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

Section 5. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefor. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 6. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Uniform Grant Guidance) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
303 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

Section 8. RIGHT TO INSPECT

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access, at reasonable times and places, to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

Section 9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, 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, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

Section 11. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

1. Scope of Use

a. Contractor shall not, without prior authorization from the County, acquire, use or

- copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
 - c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
 - d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

3. Freedom of Information Law

This subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of the Agreement. Furthermore, in recognition of the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law ("FOIL"), the parties agree that in the event that the County receives a request or order for the release of Contractor's Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor's confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

a. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions, including but not limited to any and all reporting requirements, of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

b. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

Section 13. EQUAL PAY CERTIFICATION

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Section 14. LAW

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 15. NO-WAIVER

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

Section 16. SEVERABILITY

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

Section 17. TITLE TO WORK

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

Section 18. 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, 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 County of any County approved sums due and owing for work done upon the project.

Section 19. STATE FINANCE LAW PROVISIONS

a. In accordance with Section 139-d of the State Finance Law, if this Agreement 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 County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and local laws and regulations.

b. This Agreement constitutes the entire agreement between the County and the

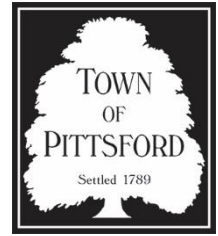
Contractor and supersedes any and all prior agreements between the parties hereto for the services herein to be provided.

c. Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

-----END OF PAGE-----

MEMORANDUM



To: Pittsford Town Board

From: Brian Luke, Director of Finance

Date: November 30, 2023

Regarding: Surplus Inventory

For Meeting On: December 6, 2023

Attached is a list of surplus inventory for the Town Board to declare surplus for it to be removed from the Town's inventory.

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

Asset #	Year	Description	Department	Cost	Disposition
16724	2009	Stihl 36" Chainsaw	HWY	\$ 799.95	Disposed
20555	2021	Bobcat T66 Skidsteer	HWY	\$ 20,614.38	Trade-In
18421	2019	Grill Highway Kitchenaid	HWY	\$ 899.00	Disposed
17518	2013	Radar Speed Sign Sierzega	HWY	\$ 3,640.00	Disposed
17195	2012	Plasma Cutter	HWY	\$ 1,569.00	Disposed
16471	2009	Welding Helmet Cronatron Eclipse 912	HWY	\$ 493.00	Disposed
17210	2012	Backpack Blower Stihl	HWY	\$ 399.00	Disposed
17836	2014	Leaf Blower Stihl	HWY	\$ 399.96	Disposed

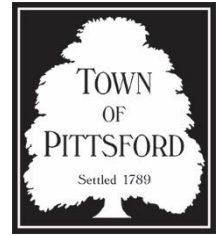
11/30/2023

Budget Transfer

Be it resolved that the following is approved:

That \$22,000.00 be transferred from 1.1990.4000.1.1 (General Fund – Contingency) to 1.2620.4400.2.1 (General Fund – Custodial Contracted Services) to cover costs for the remainder of the fiscal year.

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: November 27, 2023

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: December 6, 2023

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

Name	Position	Reason	Rate	Effective Date
Rory Bailey Shea	Rec Asst	Add'l Position	\$15.00	11/27/2023
Anna Young	Rec Asst	Add'l Position	\$15.00	11/27/2023
Austin Norwood	Laborer – FT	Replacement/Rehire	\$20.50	12/04/2023
Jessica Tantalo	Deputy Town Clerk	Replacement	\$26.28	12/11/2023
Lila VanHoughton	Library Page	Rehire	\$14.20	12/18/2023
John Young	GEO I	Promo	\$29.74	01/01/2024

Should the Board approve the above recommendation and personnel adjustment, the following resolution is being proposed, RESOLVED, that the Town Board approves the appointment for the following employee(s):

Name	Position	Reason	Rate	Effective Date
Rory Bailey Shea	Rec Asst	Add'l Position	\$15.00	11/27/2023
Anna Young	Rec Asst	Add'l Position	\$15.00	11/27/2023
Austin Norwood	Laborer – FT	Replacement/Rehire	\$20.50	12/04/2023
Jessica Tantalo	Deputy Town Clerk	Replacement	\$26.28	12/11/2023
Lila VanHoughton	Library Page	Rehire	\$14.20	12/18/2023
John Young	GEO I	Promo	\$29.74	01/01/2024