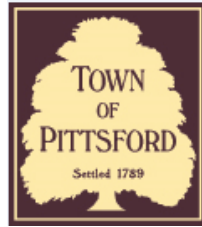


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kim Taylor, Deputy Supervisor
Naveen Havannavar
Cathy Koshykar
Stephanie Townsend

Town Board Agenda
Town Hall – 11 S. Main Street, Pittsford – Lower Level
Wednesday, November 6, 2024 – 6:00 PM
NOTE DIFFERENT DATE

Call to Order

Pledge of Allegiance

Supervisor's Budget Presentation

Minutes

Approval of Minutes of the Meeting of October 15, 2024

Legal Matters

Public Comment

Set Public Hearing on Proposed 2025 Budget for Tuesday, November 19

Bonding for Tax Collection

Monroe County Municipal Senior/Youth Programming Agreement

Financial Matters

Public Comment

Approval for Staff Training

Recreational Matters

Public Comment

Winter 2025 Recreation Programs

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 on matters on the agenda 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:

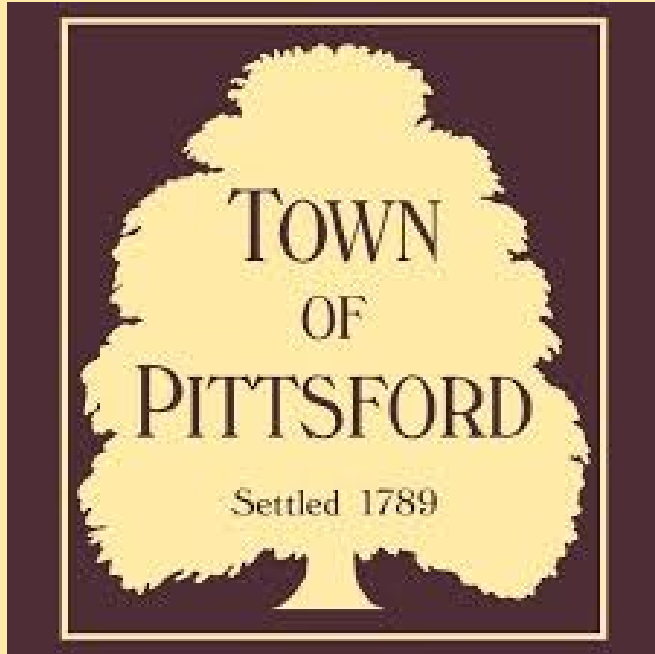
Comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of businesses in the Town, attorneys or agents designated by a resident to speak on the resident's behalf.

- 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>



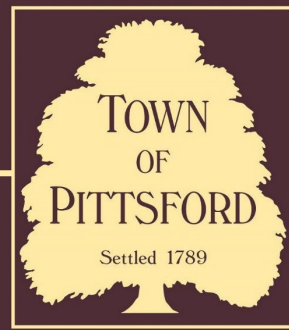
- ✓ **Tax Rate Held Flat**
- ✓ **Maintains Full Services**
- ✓ **Keeps up with rising costs**
- ✓ **Supports Neighborhoods**
- ✓ **Sustainable**

2025 Pittsford Town Budget

Bill Smith | Pittsford Town Supervisor

2025 Pittsford Town Budget

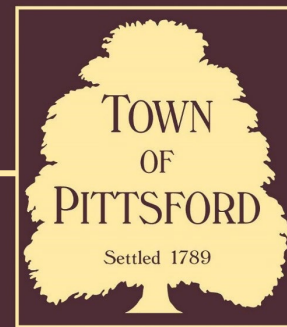
Presented by Bill Smith, Pittsford Town Supervisor



NO Tax Increase

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



Tax Rate Held Flat No Increase

Tax Rate:

2022 Tax Rate: \$3.13

2023 Tax Rate: \$3.13

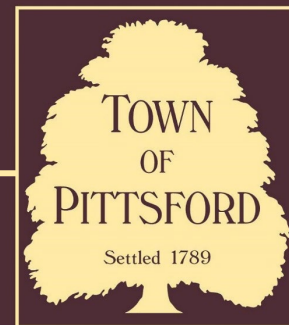
2024 Tax Rate: \$3.13

2025 Tax Rate: \$3.13

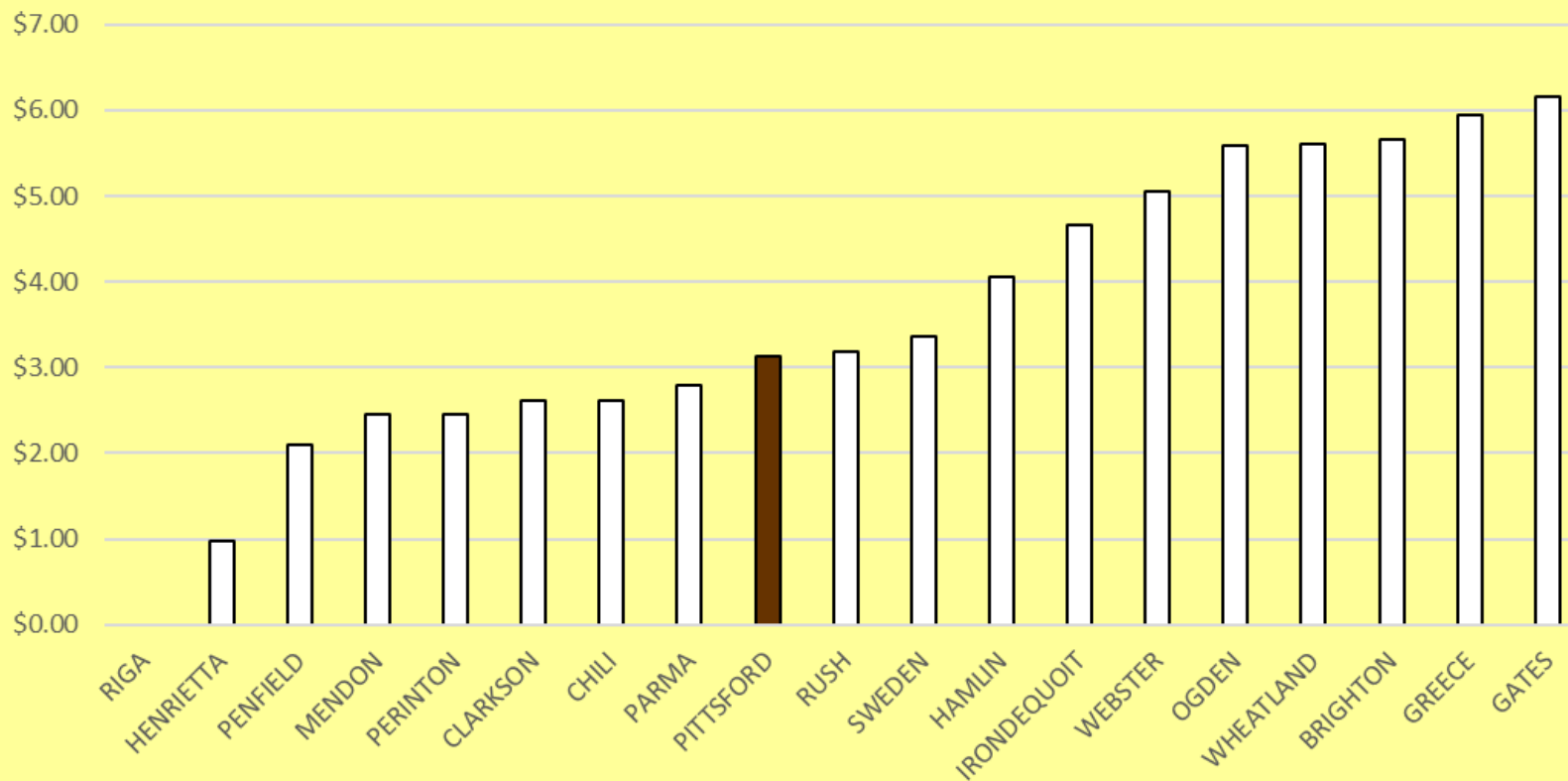
Flat, 0% Increase

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor

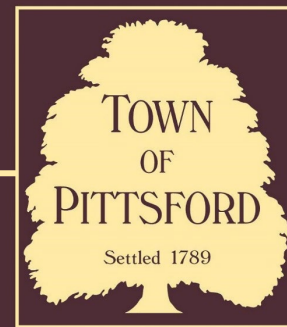


Town Tax Rate Comparison



2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



Tax Rates Lower Than Pittsford

Pittsford: \$3.13

Parma - \$2.77

- No Leaf pick-up
- Brush pick-up 2x per year

Perinton - \$2.40

- \$1.8m revenue from landfill
- School Library District
- Leaf pick-up every 4-6 weeks

Mendon - \$2.39

- No Leaf pick-up
- Brush pick-up 2x per year
- No recreation department

Penfield - \$2.10

- No leaf pick-up
- No brush pick-up

Henrietta - \$1.06

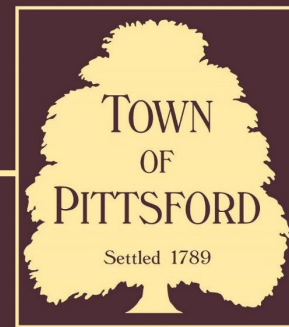
- Large commercial tax base
- No brush pick-up
- No leaf pick-up

Riga - \$0

- \$2 million in revenue from landfill
- Brush pick-up once per year
- No leaf pick-up

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



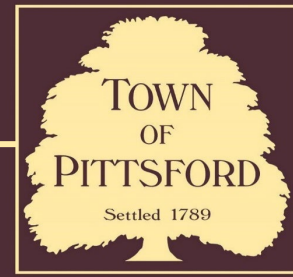
Town Taxes: 8¢ of every \$1 paid in Property Taxes



**Other Taxing Jurisdictions
92¢**

**Town
8¢**

2025 Pittsford Town Budget

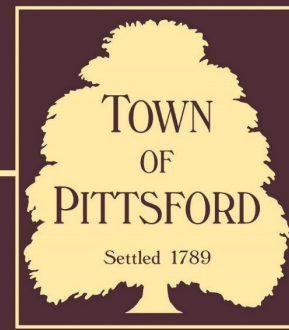


Presented by Bill Smith, Pittsford Town Supervisor

2025 Budget Highlights :

- **Holds tax rate flat, at \$3.13 per thousand dollars. Cumulatively since 2018, more than a 9% cut in the Tax Rate**
- **Additional funding for our Residential Road Repaving Program**
- **Maintains funding for Pedestrian Safety improvements and measures to reduce speeding**
- **Maintains funding for Pittsford Youth Services. Total increase in funding for PYS since 2017 has been 88%.**
- **Full support for Pittsford Community Library**
- **Maintains full funding for Community Events and Recreation Programs**
- **Maintains funding for Elderberry Express**
- **Maintains full funding for Senior programs including:**
 - Lunch Program for Seniors
 - More outdoor programs in pavilion
- **Maintains funding for Pittsford Volunteer Ambulance**
- **Funds the 16% increase in employee medical costs**
- **Funds the 3% increase in Dental Plan costs**
- **Continues Environmental initiatives**
- **2% COLA for Town Staff (No pay increase for Elected Officials)**

2025 Pittsford Town Budget



Presented by Bill Smith, Pittsford Town Supervisor

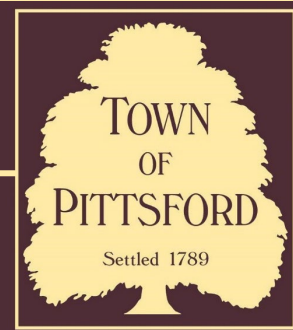
Employees

2025 Budget:

- 2% Cost of Living Increase for non-elected employees
- Keeps up with rising benefit costs
 - Medical Insurance is up 16% (35.5% increase over the past 3 years)
 - 3% increase in dental insurance (8% increase over the past 3 years)
 - 90% increase in retiree health care

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor

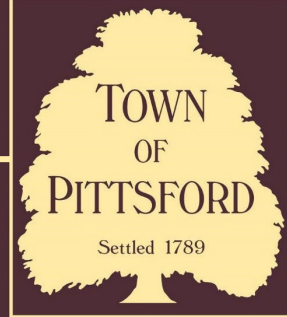


Continual Improvement:

**Supporting
Neighborhoods, Full Town Services,
Pittsford Community Library, Youth & Senior Services,
Pittsford Recreation, Community Events & More**

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



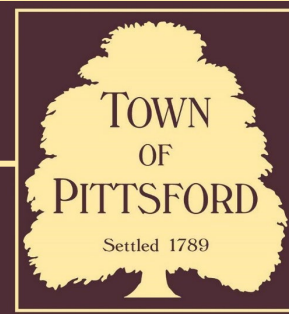
Department of Public Works

- Additional funding for residential road repaving
- Pedestrian Safety improvements
- Leaf collection
- Brush collection
- Sidewalk improvements
- Sewer and drainage improvements
- Park and trail maintenance and improvements
- Plant more native plants and pollinator gardens



2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



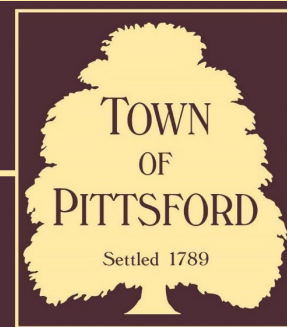
Town Library

The Library Director and Library Board plan annual goals around key areas highlighted in the library's Long-Range Plan. Those areas include service, events, outreach, community connection, space, collections and leadership. **Funding will:**

- Continue to ensure **library spaces are accessible, engaging and flexible**
- **Maintains funding for digital** services and resources
- **Support continued evaluation of the use, presentation, and accessibility** of physical and digital collections
- **Increase circulating materials that reflect the diverse interests** and needs of the community
- **Fully fund staff to develop high-quality, culturally rich programs** that reflect community needs and interests
- **Fully fund staff to explore more opportunities** for community outreach, engagement, and collaboration
- **Continue to offer staff opportunities in continuing education** and professional development
- **Continued building maintenance**

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



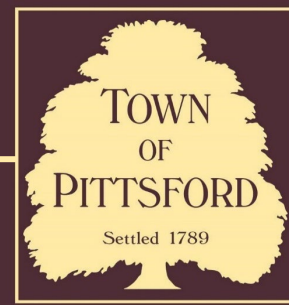
Funding Senior Services and Programs

Budget honors Town's commitment to quality of life for seniors. **Funding will support:**

- **Regular fitness programs** – including Zumba Gold, arthritis Exercise, balance class, yoga for seniors, Get Fit Stress Less and Tai Chi
- **Other senior programs** including line dance, square dance, craft club and Euchre
- **Free tax prep services**
- **Free AARP Defensive Driving course**
- Funds to **support Elderberry Express** – senior resident driving service
- **Additional Thursday trips** using the senior program bus
- **Tuesday lunches, picnics, guest speakers, movies and musical entertainment**
- **Programs utilizing our new pavilion** at the community center
- **Senior Cooking classes** with Cornell Cooperative Extension



2025 Pittsford Town Budget



Presented by Bill Smith, Pittsford Town Supervisor

Community Events and Recreation Programs

The 2025 budget continues funding for the Town events and recreation programs our community has come to expect. **Funding will support:**

Community Events:

Friday Night **Summer Concert Series**

Concerts for Kids

Four Family Outdoor Movie Nights

Pittsford **Paddle & Pour**, **Main Street Food Truck and Music Fest**, **Memorial Day Parade**, **Family Halloween Fest**.

Recreation Programs:

Program offerings by expert instructors – including ballet, martial arts, tennis, kayaking, horseback riding, Irish Dance, babysitter training, aerobics, yoga, basketball and more

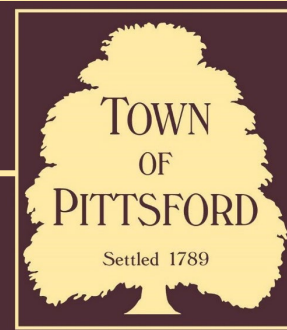
Programs planned and presented by our recreation staff – afterschool program, Summer Day Camp, preschool open gym, guided hikes, Adventure camp, youth soccer leagues, pickleball, basketball, volleyball and more.

Panther Pals – Children enjoy discovery, play, music, arts, crafts and learning. Weekly themes as well as STEM, geography, letter and number activities allow for children to grow and learn all while having fun.

Pittsford Wreckers – A community-based Special Olympics Training Club. Participation in both unified and traditional Special Olympics programming have been steadily increasing over the past year.

2025 Pittsford Town Budget

Presented by Bill Smith, Pittsford Town Supervisor



Next Steps

- 11/6 – Town Board Sets Public Hearing, recommended for 11/19
- 11/7 – Budget will be posted on the Town website and hard copies will be made available to the public
- 11/19 – Public Hearing on the 2025 Budget and motion to adopt

Minutes of the Pittsford Town Board for October 15, 2024

DRAFT TOWN OF PITTSFORD TOWN BOARD OCTOBER 15, 2024

Proceedings of a meeting of the Pittsford Town Board held on Tuesday, October 15, 2024, 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 Naveen Havannavar, Cathy Koshykar, 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; Jessie Hollenbeck, Recreation Director; Kelly Eldred, Assistant to the Supervisor; Shelley O'Brien, Communications Director; Spencer Bernard, Chief of Staff.

ATTENDANCE: Eight 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 that the United States Board of Geographic Names, part of the United States Geological Survey, has named the reservoir near Canfield Road by Mendon Ponds Park as Lake Fairchild. The Town Board had passed a resolution requesting this change earlier this year. The renaming is in honor of Professor Herman Fairchild founder of the Geology Department at University of Rochester and the creator of Mendon Ponds Park. There will be an appropriate ceremony at a later date.

Pittsford's Family Halloween Fest is this Sunday, October 20, from 2:00 - 5:00pm at the Spiegel Pittsford Community Center, 35 Lincoln Avenue.

The State Canal Corporation is undertaking routine Canal Path Maintenance. This is not related to any plan to clear cut trees on the Canal path.

MINUTES OF THE OCTOBER 1 MEETING APPROVED

A Resolution to approve the minutes of the Town Board meeting of October 1, 2024, was offered by Deputy Supervisor Taylor, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the October 1, 2024, Town Board meeting are approved.

OPERATIONAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

VERIZON REQUEST FOR CELL PHONE ANTENNA

Town Board members reviewed options presented by Verizon Wireless for its proposal to place a cell phone antenna or antennas on Town property behind the library, including options for placement on the

Minutes of the Pittsford Town Board for October 15, 2024

library itself. These options were presented by Verizon at the previous Town Board meeting. Following discussion, the consensus that emerged was that none of the options appeared appealing and that, consequently, the Board does not wish to agree to placement of an antenna or antennas on any of the portions of its property as depicted in the various renditions.

AWARD BID FOR REPLACEMENT OF LIBRARY FLAT ROOF SYSTEM

The bid was awarded to Elmer W. Davis. Councilmember Koshykar asked if all requirements were met by Elmer W. Davis’s bid. Paul Schenkel, Commissioner of Public Works advised that all requirements were met and that they have done work for the Town before.

A Resolution to award the bid for Replacement of Library Flat Roof system to Elmer w. Davis was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Bid was awarded to Elmer W. Davis and approved.

FINANCIAL MATTERS

PUBLIC COMMENTS

No comments were submitted.

CREATION AND FUNDING OF LIBRARY ROOF REPLACEMENT CAPITAL PROJECT

A Resolution to approve the Creation and funding of Library Roof Replacement Capital Project was offered by Supervisor Smith, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, Taylor, Townsend, and Smith. Nays: none.

The Resolution was declared carried as follows:
RESOLVED, that the Creation and funding of Library Roof Replacement Capital Project be approved.

EQUIPMENT SURPLUS APPROVAL

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

The Resolution was declared carried as follows:
Be it resolved, that the attached list of equipment be declared surplus and be removed from the Town’s inventory.

Asset #	Description	Department	Cost	Status
15993	AIR COMPRESSOR - PORTABLE	Sewer	\$ 304.00	Auction
13619	TRIPOD W/CARRY BAG	Sewer	\$ 560.00	Auction
13738	ALUMINUM TRIPOD	Sewer	\$ 413.00	Auction
18142	TOMMY GATE FOR TRUCK # 225-1	Sewer	\$ 2,900.00	Auction
18143	TOMMY GATE FOR TRUCK # 226-1	Sewer	\$ 2,900.00	Auction
18784	FORD F-250 VAN # 202-2	Sewer	\$ 22,601.00	Auction
17283	1/2 TON ELECTRIC CHAIN HOIST	Sewer	\$ 2,079.00	Auction
18158	FORD F-250 W / PLOW # 336-1	Parks	\$ 32,111.00	Auction
18119	FORD F-350 CREWCAB PICKUP # 418-1	Highway	\$ 29,830.00	Auction
17204	CAB & CHASSIS W / MAXAR RADIO - #456	Highway	\$ 86,990.00	Auction
17204A	DUMP BODY # 456	Highway	\$ 56,509.00	Auction
17207	FRONT PLOW # 456	Highway	\$ 10,000.00	Auction
17209	WING PLOW # 456	Highway	\$ 8,000.00	Auction

Minutes of the Pittsford Town Board for October 15, 2024

OCTOBER VOUCHERS APPROVED

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

The Resolution was declared carried as follows:

RESOLVED, that the **October vouchers from numbers 167790 - 168187, totaling \$1,059,637.56** were approved for payment.

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 Councilmember Townsend, seconded by Deputy Supervisor Taylor, and voted on by members as follows: Ayes: Havannavar, Koshykar, 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:

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
Natalie Soto	Recreation	Rec Asst - Child watch	\$17.13	10/07/2024
Alexander Sippel	Recreation	Rec Asst - Afterschool	\$15.00	10/08/2024
Gloria Clouser	Recreation	Rec Asst – Front Desk	\$17.13	10/17/2024
Samra Beslagic	Recreation	Rec Asst – Front Desk	\$17.13	10/17/2024
Cecelia O’Dell	Library	Library Clerk – PT	\$18.82	10/17/2024
Lisa Allen	Library	Library Aide – PT	\$17.14	10/17/2024
Laura Zimmer	Recreation	Rec Asst – Front Desk	\$17.13	10/18/2024
Erik Smegelsky	DPW	Asst Building Inspector	\$32.96	10/28/2024

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
Karen Ward	Data Entry Cashier PT	Assist with transition	\$17.13	10/28/2024

PUBLIC COMMENT

Jane Maclean and Cece Ward, Girl Scouts working on their Silver award project about littering, asked permission to place a recycling bin made in the shape of a carp at Carpenter Park at the Port of Pittsford.

Mary Moore spoke regarding leaving habitats for pollinators in the fall.

OTHER BUSINESS

Councilmember Havannavar asked whether “resting red” traffic lights would be useful for the Town. Supervisor Smith noted that the Town does not own or maintain any traffic signals. The Commissioner

Minutes of the Pittsford Town Board for October 15, 2024

of Public Works confirmed this. All traffic signal lights in the town are on either state or county roads and are owned by the state or county.

Councilmember Havannavar was wondering what can be done about speeding bikes and scooters on Pittsford Trails. Commissioner of Public Works Paul Schenkel advised new signs are being placed at trails entrances regarding this matter.

Councilmember Havannavar noted reports of eggs being thrown at cars from a particular parcel in the southeast area of the Town.

Councilmember Havannavar also asked if the Town had an emergency plan for winter. Supervisor Smith advised that the Town has plans for winter storm emergencies and that this and all other emergency plans are reviewed regularly by a security committee consisting of representatives of the fire districts that cover Pittsford, the Sheriff's Office, the School District, the Monroe County Emergency center and Town officers including the Fire Marshall and Code Compliance Officer and the Town Supervisor.

Councilmember Havannavar asked the Commissioner of Public Works to investigate keeping park restrooms open 24 hours during the winter.

Councilmember Havannavar was wondering about online application for dog licenses. Brian Luke, Finance Director, noted that funding for this will be included in the Supervisor's budget proposal for 2025.

Councilmember Havannavar then asked about adoption of the budget for 2025. The Supervisor responded that he would be proposing a budget at the Board's next meeting, that this would be followed by a public hearing at the meeting after that, where the Board can vote to approve the budget. Supervisor Smith advised that the County considers it urgent for its own budgeting for the following year to have all town budgets approved by November of each year.

With no further business, the meeting adjourned at 7:00 P.M.

Respectfully submitted,

Laura Beeley
Deputy Town Clerk

MEMORANDUM

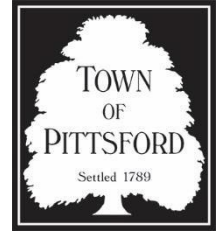
To: Pittsford Town Board

From: Brian Luke, Director of Finance

Date: October 30, 2024

Regarding: Setting Public Hearing on Preliminary 2025 Budget

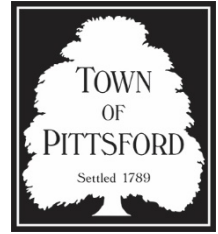
For Meeting On: November 6, 2024



RESOLUTION

RESOLVED, that public hearings be and hereby are set for Tuesday, November 19, 2024, at 6:00 P.M. local time in the Pittsford Town Hall to consider the 2025 Preliminary Town Budget, the 2025 Special Districts Budgets, and the Sewer Rent Rolls and Debt Service Budgets.

MEMORANDUM



To: Town Board

From: Renee McQuillen, Town Clerk/Tax Receiver

Date: October 31, 2024

Regarding: Bonding for Tax Collection

For Meeting On: November 6, 2024

In order to release tax bills to each town's receiver of taxes, the Monroe County Treasury requires proof from each town that it maintains insurance coverage for faithful performance of duty by the Town Clerk and Receiver of Taxes.

Therefore, I ask the Town Board to approve the following Resolution, to cover tax collection in 2025:

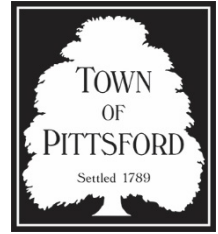
Be it **RESOLVED** by the Town Board of the Town of Pittsford, as follows:

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.

MEMORANDUM



To: Town Board

From: W.A. Smith

Date: October 29, 2024

Regarding: Monroe County Municipal Senior/Youth Programming Agreement

For Meeting On: November 6, 2024

Monroe County has allocated to municipalities within its boundaries some of the funds it received pursuant to the American Rescue Plan Act ("ARPA"). The purpose is to provide funding for municipal youth and senior programming. To Pittsford the County has allocated up to \$335,152.29. On behalf of the Town, I notified the County by the stated deadline of Pittsford's intention to pursue this funding.

To put the magnitude of the grant in context, typically the Town receives from the County \$7,000 per year for youth programs and \$45,000 for senior programs. With the Board's future approval this new one-time grant could fund reconstruction of the playground at King's Bend Park, which is next on the Town's to-do list for recreation. Enough would remain to pay for additional projects sought by the Recreation Director and Senior Center Director.

The next step is for the Town Board to approve the "ARPA Subaward Grant Agreement" that the County has prepared for the program. The proposed Agreement is attached. The Town Attorney has reviewed and approved it. The County advises that it must be signed no later than December 1.

For the Board to approve the Agreement, the following resolution would be in order:

RESOLVED, that the proposed agreement titled "ARPA Subaward Grant Agreement" between the County of Monroe and the Town of Pittsford, be and hereby is approved, in the form annexed hereto, and the Town Supervisor be and hereby is authorized to execute the Agreement on behalf of the Town.

ARPA Subaward GRANT Agreement

This ARPA Subaward Grant Agreement (the “Agreement”) dated as of as of the date the last party executed this Agreement (the “Effective Date”) is by and between the **County of Monroe**, a New York municipal corporation with offices located at 39 West Main Street, Rochester, NY 14614 (the “County”) and the Town of Pittsford, a New York municipal corporation with offices located at 11 South Main Street, Pittsford, New York 14534 (the “Beneficiary”). The County and the Beneficiary shall be referred to individually as a “Party” and collectively as the “Parties.”

Whereas, The American Rescue Plan Act of 2021 (“ARPA”) allocated \$1.9 trillion in emergency relief and recovery, of which \$350 billion was designated to support state, local, territorial, and Tribal governments, to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses (Assistance Listing Number 21.027); and

Whereas, the County launched a robust public outreach effort in October 2021 for Monroe County’s recovery agenda, Bring Monroe Back. Bring Monroe Back is a plan to invest the County’s \$144 million in ARPA funds in the following three focus areas: workforce development and economic recovery; public health and public safety; and infrastructure and sustainability; and

Whereas, the County is duly authorized to enter into the Agreement pursuant to Resolution 232 of 2024 of the Monroe County Legislature adopted on August 13, 2024 and approved by County Executive Adam J. Bello on August 16, 2024.

Now, therefore, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **Scope of Services.** Beneficiary shall use the funds to provide youth and/or senior congregate programming within its jurisdiction, and for no other uses (“Scope of Services”).
2. **Intentionally Omitted.**
3. **Required Standard Clauses for County Contracts.** The standard clauses for all Monroe County contracts are attached hereto as **Exhibit C** and are hereby made a part of this Agreement as if set forth fully herein (the “Standard Clauses”).
4. **Term.** The term of this Agreement shall commence on January 1, 2025 (the “Commencement Date”) and shall terminate on the earlier of: (1) December 31, 2026, and (2) such earlier date of termination in accordance with this Agreement (the “Expiration Date,” and together, the “Term”).
5. **Payment of Funds.** The County agrees to reimburse Beneficiary for costs actually incurred and paid by Beneficiary for work done in accordance with the Scope of Services during the Term in an amount not to exceed \$335,152.29 (“Total Agreement Funds”). The County reserves the right to increase or decrease the Total Agreement Funds in the event Beneficiary changes its Scope of Services or if this Agreement is

terminated prior to the expiration of the Agreement.

6. **Limitations on Expenditures.** the County shall only reimburse Beneficiary for documented expenditures incurred during the Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with the established the County and Beneficiary procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. In no event shall the County pay or otherwise compensate Beneficiary for any costs that were incurred prior to the Commencement Date, after the Expiration Date, and/or outside the scope of this Agreement.

7. **Intentionally Omitted.**

8. **Invoices.** Beneficiary shall submit invoices and associated receipts, in a format dictated by the County, to FayePelow@monroecounty.gov, setting forth Beneficiary's actual expenditures during the time period in accordance with this Agreement. The County may disapprove the requested reimbursement claim within fifteen (15) business days from the date it receives such invoice or, in the event the County requests additional information to support the invoice, within fifteen (15) business days from the date it receives the required information. If the reimbursement claim is so disapproved, the County shall notify Beneficiary as to the disapproval. A decision by the County to disapprove a reimbursement claim is final. If the County approves payment, then the County will disburse the funds without further notice.

9. **Intentionally Omitted.**

10. **The County's Subaward Obligations Contingent on Federal Funding and Beneficiary Compliance.** The payment of funds to Beneficiary under the terms of this Agreement shall be contingent on the receipt of ARPA funds by the County and shall be subject to Beneficiary's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the County receives pursuant to ARPA is reduced, the County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The County also may deny payment for Beneficiary's expenditures for Scope of Services where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Beneficiary to comply with the terms and conditions of this Agreement.

11. **Financial Management.**

a. Beneficiary must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the United States Treasury's Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities dated February 28, 2022, as may be amended or updated from time to time, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR Part 200.

- b. Beneficiary shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement.
- c. Beneficiary shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.
- d. Beneficiary shall adopt such additional financial management procedures as may from time-to-time be prescribed by the County and/or required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury.

12. **Financial and Other Reports.** Beneficiary shall submit reports to the County set forth on **Exhibit D** in accordance with the following schedule, which may be amended from time to time:

Name of Report	Due Date	Components required
Quarter 1 Report	April 17, 2025 and 2026	Data
Interim Report	July 17, 2025 and 2026	Data, Narrative, Budget
Quarter 3 Report	October 16, 2025 and 2026	Data
Annual Report	January 15, 2026 and 2027	Data, Narrative, Budget

Beneficiary shall further submit any other reports and back-up data as may be required by the Federal Government or the County, including such reports which enable the County to submit its own reports to the US Department of Treasury. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Beneficiary is required to submit to the County following the expiration or termination of this Agreement.

13. **Intentionally Omitted.**

14. **Improper Payments.** Any item of expenditure by Beneficiary under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the US Department of Treasury, New York State, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Beneficiary, shall become Beneficiary's liability, and shall be

paid solely by Beneficiary, immediately upon notification of such, from funds other than those provided by the County under this Agreement or any other agreements between the County and Beneficiary. This provision shall survive the expiration or termination of this Agreement.

15. **Closeout.** Beneficiary shall close out this Agreement in accordance with 2 CFR § 200.344 and § 200.345. Final payment request(s) under this Agreement must be received by the County no later than five (5) business days before the Expiration Date, unless an earlier timeframe for closeout is required by the Treasury, in which case the earlier timeframe shall apply. The County will not accept a payment request submitted after this date without prior authorization from the County's Chief Financial Officer. In consideration of the execution of this Agreement by the County, Beneficiary agrees that acceptance of final payment from the County will constitute an agreement by Beneficiary to release and forever discharge the County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Beneficiary has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Beneficiary's obligations to the County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the County. Such requirements shall include submitting final reports to the County and providing any closeout-related information requested by the County by the deadlines specified by the County. This provision shall survive the expiration or termination of this Agreement.

16. **Return of Unexpended Funds.** To the extent any reimbursement paid to Beneficiary under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to Beneficiary, Beneficiary shall return such unused or refunded funds to the County by the earlier of: (1) five (5) business days before the Expiration Date, and (2) five (5) business days before such unused or refunded funds are required to be returned to the Federal Government.

17. **General Compliance.** Beneficiary shall perform all Scope of Services funded by this Agreement in accordance with this Agreement, the award agreement between the County and the US Department of Treasury, and all applicable federal, state and local requirements, including but not limited to Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2); Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803); applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds; and all other applicable statutes, rules, regulations, executive orders, directives or other requirements. In addition, Beneficiary shall require, and shall require any entity in receipt of an expenditure by Beneficiary hereunder to agree, to comply with: (a) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (b) the Administrative Simplification section of HIPAA, as codified at 42 U.S.C. §1320d through d-8; (c) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 CFR Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the "Federal Electronic Transactions Regulations"); (d) the federal Physician Self-

Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder, and similar state physician self-referral laws and regulations; (e) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder, and similar state anti-kickback laws and regulations; and (f) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), and the regulations promulgated thereunder. This provision shall survive the expiration or termination of this Agreement.

18. **Federal Grant Administration Requirements.** Beneficiary shall comply with all applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds. These requirements dictate how the County must oversee Beneficiary. Beneficiary shall document compliance with the federal requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Failure to comply with these requirements may result in termination of the Agreement by the County. This provision shall survive the expiration or termination of this Agreement.

19. **Procurement Requirements.** Beneficiary shall adopt and enact procurement procedures consistent with the federal requirements, including the standards in 2 CFR § 200.318 to § 200.327 for the acquisition of property, equipment, supplies, or services required under this Agreement, and shall follow such procedures when purchasing property, equipment, supplies, and/or services with ARPA funds. Beneficiary's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
 - a. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR § 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
 - b. Beneficiary shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - c. Beneficiary shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR § 200.318(c). Beneficiary shall immediately disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.
 - d. Pursuant to 2 CFR § 200.321, Beneficiary shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- e. Beneficiary shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, in accordance with 2 CFR 200.318(i).

20. **Capital Expenditures.** In the event the Scope of Services includes capital expenditures, greater than or equal to one-million dollars (\$1,000,000), Beneficiary shall submit a written justification to the County before any costs (including pre-development costs) may be incurred. The written justification must include the following information:

- a. *Description of the harm or need to be addressed.* Beneficiary should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Beneficiary may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.
- b. *Explanation of why a capital expenditure is appropriate.* For example, Beneficiary should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- c. *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Beneficiary should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

21. **Intentionally Omitted.**

22. **Intentionally Omitted.**

23. **Intentionally Omitted.**

24. **Contract Reporting.** Beneficiary shall document, in its quarterly report to the County, the status of all contracts executed in connection with this Agreement.

25. **Mandatory Contract Provisions.** Beneficiary shall include the contract provisions set forth in **Exhibit F** in any contracts it enters that will use, in whole or in part, ARPA funds.

26. **Property Management.** All real property acquired or improved, and equipment or supplies purchased in

whole or in part with ARPA funds, must be used for the originally authorized purpose and insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316, including but not limited to maintaining adequate records acquired in whole or in part with ARPA funds, conducting physical inventories of such property and reconcile the results with property records at least every two years, maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft, and adequate maintenance procedures to keep such property in good condition. This provision shall survive the expiration or termination of this Agreement.

27. **Federal Restrictions on Lobbying.** Beneficiary shall execute the Certification for Contracts, Grants, Loans, and Cooperative Agreements, which is attached hereto as **Exhibit G** and, upon execution of the certification, shall be made a part hereof, and shall comply with the restrictions on lobbying in 31 CFR Part 21. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Beneficiary will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This provision shall survive the expiration or termination of this Agreement.

28. **Intentionally Omitted.**

29. **Equal Opportunity & Other Requirements.** Beneficiary shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

a. *Civil Rights Laws.* Beneficiary shall comply with Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23, which, together, prohibit discrimination on the race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) under programs or activities receiving federal financial assistance.

b. *Fair Housing Laws.* Beneficiary shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

c. *Disability Protections.* Beneficiary shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

- d. *Age Discrimination.* Beneficiary shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- e. *Americans with Disabilities Act.* Beneficiary shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. **Additional Assurances.** In addition to the requirements set forth in Section 29, above, Beneficiary hereby further acknowledges that:

- a. Beneficiary will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjectation to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (“LEP”). Beneficiary understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Beneficiary shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Beneficiary understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Beneficiary’s programs, services, and activities.
- c. Beneficiary shall consider the need for language services for LEP persons when Beneficiary develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- d. Compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Beneficiary and Beneficiary’s successors, transferees, and assignees for the period in which such assistance is provide

31. **Suspension and Debarment.** Beneficiary shall comply with the Office of Management and Budget

(“OMB”) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Beneficiary represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Beneficiary further agrees that it will notify the County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov. Beneficiary shall not contract with or otherwise enter into an agreement for goods, services, and/or professional services under this Agreement with any entity and/or individual that has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. This provision shall survive the expiration or termination of this Agreement.

32. **Federal Funding Accountability and Transparency Act of 2006.** Beneficiary shall provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note). This provision shall survive the expiration or termination of this Agreement.
33. **Licenses, Certifications, Permits, Accreditation.** Beneficiary shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the County proof of any licensure, certification, permit or accreditation upon request.
34. **Publicity.** Any publications and/or other publicity produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0206 awarded to Monroe County, New York by the U.S. Department of the Treasury.”
35. **Program for Enhancement of Contractor Employee Protections.** Beneficiary is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.
36. **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** Pursuant to 2 CFR 200.216, Beneficiary shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
37. **Adoption of Policies.** Beneficiary is encouraged, and should encourage any subcontractors, to adopt and enforce on-the-job seatbelt policies and programs and policies that ban text messaging while driving for their employees when operating company owned, rented, or personally-owned vehicles.
38. **Use of Name.** Neither party to this Agreement shall use the other party’s name, trademarks, or other logos

in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

39. **Intentionally Omitted.**

40. **Drug-free Workplace Requirements.** Beneficiary shall comply with the Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

41. **Hatch Act.** Beneficiary agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

42. **False Statements.** Beneficiary understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

43. **Mandatory Disclosures.** Beneficiary must disclose, in a timely manner, to the County in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Beneficiary and/or its Scope of Services. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339.

44. **Debts Owed the Federal Government.**

a. Any funds paid to Beneficiary (1) in excess of the amount to which Beneficiary is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Beneficiary shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Beneficiary. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Beneficiary knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will

take any actions available to it to collect such a debt.

45. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Beneficiary or third persons for the actions of Beneficiary or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Beneficiary does not in any way establish an agency relationship among or between the United States and the Beneficiary.

46. **County Responsibilities.** The County shall monitor, evaluate, and provide guidance and direction to Beneficiary in the conduct of Scope of Services performed under this Agreement. The County must determine whether Beneficiary has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Beneficiary to ensure that Beneficiary has met such requirements. The County may require Beneficiary to take corrective action if deficiencies are found.

47. **Beneficiary Responsibilities.**
 - a. *Cooperation with the County Oversight.* Beneficiary shall permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Beneficiary agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

 - b. *Cooperation with Audits.* Beneficiary shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the County, New York State, the US Department of Treasury, and the US Government Accountability Office. Beneficiary agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

48. **Interventions.** If the County determines that Beneficiary is not in compliance with this Agreement, the County may initiate an intervention, in accordance with 2 CFR § 200.208 and 2 CFR § 200.339. The degree of Beneficiary's performance or compliance deficiency will determine the degree of intervention. The County will impose interventions in accordance with the Monroe County Subaward Policy, which is attached hereto as **Exhibit H-1**.

49. **Records Retention and Access.** Notwithstanding the provisions of Section 7 of the Standard Clauses, Beneficiary shall maintain all records, books, papers and other documents related to its performance of Scope of Services under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the

resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Beneficiary shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the County, New York State, the US Department of Treasury (including but not limited to its Office of Inspector General), the US Government Accountability Office, and any other authorized state or federal oversight office. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. This provision shall survive the expiration or termination of this Agreement.

50. **Intentionally Omitted.**

51. **Termination for Cause.** The County may terminate this Agreement for cause after three (3) days written notice. Cause may include breach of the Agreement, misuse of funds, fraud, making false statements or claims, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, including but not limited to reporting requirements, monitoring requirements, or meeting performance measurements and/or outcome goals set forth in the Scope of Services.

52. **Termination Without Cause.** The County may terminate this Agreement for any reason, in its sole discretion, by providing Beneficiary with thirty (30) days prior written notice.

53. **Termination by Mutual Agreement.** The County and Beneficiary may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

54. **Termination Procedures.** If this Agreement is terminated, Beneficiary may not incur new obligations for the terminated portion of the Agreement after Beneficiary has received the notification of termination. Beneficiary must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Beneficiary shall not be relieved of liability to the County because of any breach of Agreement by Beneficiary. The County may, to the extent authorized by law, withhold payments to Beneficiary for the purpose of set-off until the exact amount of damages due the County from Beneficiary is determined. If required under 2 CFR § 200.340 and § 200.341, the County shall report the termination to the integrity and performance system accessible through SAM.

55. **Assignments and Subcontracts.** Beneficiary may not assign or delegate any of its rights or duties that arise out of this Agreement without the County's prior written consent, which may be granted or withheld in the County's sole discretion. This provision shall not be applicable to any partners, subcontractors, and/or subawardees that are included in the Scope of Services. Unless the County otherwise agrees in writing, Beneficiary and all assigns are subject to all the County's defenses and are liable for all Beneficiary's duties that arise from this Agreement and all the County's claims that arise from this Agreement.

56. **Integration.** This Agreement, together with the Exhibits attached hereto and made a part hereof contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.
57. **Notices.** All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

If to the County:

Chief Financial Officer
County of Monroe
Room 402, County Office Building
39 West Main Street
Rochester, New York 14614

With a copy to:

Monroe County Attorney
Room 307, County Office Building
39 West Main Street
Rochester, New York 14614

If to the Beneficiary:

Town of Pittsford
11 South Main Street
Pittsford, New York 14534

58. **Modifications.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Beneficiary.

59. **Miscellaneous.**

- a. *Captions.* The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.
- b. *Venue and Jurisdiction.* The County and Beneficiary agree that they executed and performed this Agreement in Monroe County, New York. This Agreement will be governed by and construed in accordance with the laws of New York. The exclusive forum and venue for all actions arising out of this Agreement is in the appropriate court located in Monroe County, New York. Such actions may not be commenced in, nor removed to, federal court unless required by law.
- c. *Nonwaiver.* No action or failure to act by the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.
- d. *No Limitation on County Authority.* Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- e. *Severability.* If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.
- f. *Successors and Assigns.* Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- g. *No Third-Party Beneficiaries.* It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.
- h. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
- i. *Authorization.* Beneficiary hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for Beneficiary

have been authorized to do so.

[Signature Page to Follow]

IN WITNESS WHEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE, and William A. Smith, Jr., Supervisor of Town of Pittsford, hereto have executed this Agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

Exhibit A

Intentionally Omitted

Exhibit B

Intentionally Omitted

Exhibit C

Standard Clauses

(See attached document)

Exhibit D

Reports

Reports must be submitted electronically in accordance with the schedule set forth in Section 12 of the Agreement. Information that will be requested by the County and provided by Beneficiary will include, but may not be limited to:

1. Quarterly Reports

- a. Demographics of individuals served
 - i. Unique Client Id
 - ii. Age
 - iii. Race
 - iv. Gender Identity
 - v. Disability Status
 - vi. Veteran Status
 - vii. Identify as LGBTQ+
 - viii. Household Yearly Income (include sources)
 - ix. # of Household members
 - x. Preferred Language
 - xi. Zip Code
- b. Program Income earned and expended (if any)
- c. Programmatic support – Outputs. **Note: outputs may be tailored to each Beneficiary. The below list is provided for example purposes only.**
 - i. Placed in training/ program (list the program)
 - ii. Completed training/ program (list the program)
 - iii. Directed to Community resources (check all that apply- Food, housing, employment, legal, health, social services)
- d. Programmatic Support – Outcomes. **Note: outcomes may be tailored to each Beneficiary. The below list is provided for example purposes only.**
 - i. Placed in a Job (list type, industries, FT, PT, Temp, salary, etc.)
 - ii. Obtained housing (list zip code, identify whether housing is permanent or temporary, etc.)
 - iii. Secured food support (frequency of support, location of support [e.g., congregate or home delivery], etc.)
 - iv. Educational support (level of education, FT or PT program, etc.)
 - v. Obtained Health Services (mental health, obtaining primary care, etc.)
- e. Any other data required by the U.S. Treasury based on the Scope of Service’s Expenditure Category
- f. Any other information requested by the County

2. Interim Reports

- a. Narrative report - no longer than 1 page
 - i. describe any budgetary or programmatic variances, potential challenges or victories encountered during reporting period.
 - ii. Do you have any questions, concerns or recommendations you would like to share?

- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

3. Annual Reports

- a. Narrative report- no longer than 3 pages
 - i. Outline the key programmatic activities of your program, expanding on specific accomplishments over the reporting period.
 - ii. If your program has not met the budgetary or programmatic requirements outlined in your contract, please explain why and how you plan to address it in the future.
 - iii. Describe any new programs, partnerships, or relationships with providers, employers, educational institutions, government entities or nonprofit organizations that your program has built or improved upon during the reporting period.
 - iv. Did your program create any jobs? If so, describe.
 - v. Provide a story, personal account or other narrative that highlights the success of your program and could be highlighted by Monroe County in a public report.
 - vi. Do you have any questions, concerns or recommendations you would like to share?
- b. Project Obligations and Expenditures
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. Program Income earned and expended (if any)
- d. Budget Report -See attachment
- e. Any other data required by the U.S. Treasury based on the Scope of Service's Expenditure Category
- f. Any other information requested by the County

Exhibit E

Intentionally Omitted

Exhibit F

Mandatory Contract Provisions

All contracts made by Subrecipient in furtherance of this Agreement must contain provisions covering the following, as applicable, under 2 CFR 200 Appendix II, Contract Provisions:

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts over \$10,000: All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. If the contract is a “federally assisted construction contract,” such contract shall contain the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

- employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in

the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). All prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Beneficiary must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. All suspected or reported violations must be reported to Monroe County and the U.S. Treasury.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Beneficiary wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Beneficiary must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Contracts in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the U.S. Treasury and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

10. Drug-Free Workplace Requirements. The Contractor shall comply with the Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
11. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. Contractors are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
13. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

subawards including all contracts and purchase orders for work or products under this award.

a. For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. To the extent applicable, Contractor shall comply with: (a) the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); (b) the Administrative Simplification section of HIPAA, as codified at 42 U.S.C. §1320d through d-8; (c) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 CFR Parts 160, 162, and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the "Federal Electronic Transactions Regulations"); (d) the federal Physician Self-Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder, and similar state physician self-referral laws and regulations; (e) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder, and similar state anti-kickback laws and regulations; and (f) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), and the regulations promulgated thereunder.

Exhibit G

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Beneficiaries shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By electronically approving this Agreement, the Beneficiary agrees to all terms and conditions listed in this exhibit.

Exhibit H-1

Monroe County Subaward Policy

(See attached document)

Exhibit H-2

Intentionally Omitted

DIGITAL SIGNATURES

MEMORANDUM

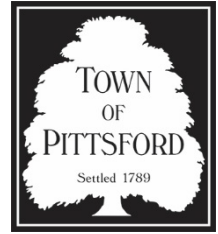
To: Pittsford Town Board

From: Spencer Bernard, Chief of Staff

Date: October 28, 2024

Regarding: Basic Course 2: Application of the Three Approaches to Value

For Meeting On: November 6, 2024



Ladies and Gentlemen:

As part of his required training, Hayes Wallman must complete Basic Course 2: Application of the Three Approaches to Value. This course will be held via Zoom on November 13-22, 2024.

This memorandum is to request Board approval for Hayes Wallman to take the required Basic Course 2 for his New York State Assessors Certification.

The cost to the Town would be \$470.

I request approval of the following resolution:

RESOLVED, that Hayes Wallman be authorized to take the required Basic Course 2: Application of the Three Approaches to Value for his New York State Assessors Certification at a cost of \$470.

MEMORANDUM

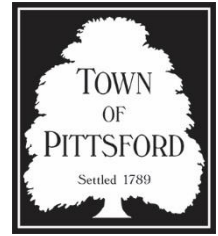
To: William A. Smith and Town Board

From: Jessie Hollenbeck, Recreation Director

Date: October 22, 2024

Regarding: Winter 2025 Recreation Programs

For Meeting On: November 6, 2024



The attached list of programs constitutes the list of winter 2025 recreation programs we anticipate offering.

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

I move that the Town Board approve the Recreation Department's 2025 winter programs and authorize the Town Supervisor to sign instructor contracts as required.

Town of Pittsford – Recreation Department

New Proposed Programs for Winter 2025

Panther Pals Literacy Enrichment

Recreation Staff

Panther Pals Literacy Enrichment is a literacy program for kids ages 4-5 designed to nurture early literacy skills through storytelling, phonics activities, and hands-on learning. Children will engage in letter recognition, sound association, and vocabulary building that are both fun and educational. Daily schedules will include read-aloud sessions, letter recognition and sounds, and exploration through stories.

Life Skills Tea Etiquette Event for Children

Etiquette Chics

Learning tea etiquette isn't just for the royal class; it teaches essential life skills! Started by the Duchess of Bedford, learn the basics of afternoon tea (low tea) in English society. We will enjoy afternoon tea (low tea) etiquette while enjoying tea (or cider/juice), scones, and more. Life skill topics will include conversation etiquette, social skills, table manners and how to sit properly, waiting your turn, sharing, trying new foods and, of course, tea etiquette!

Robot Inventors

Brooklyn Robot Foundry

Engineering and creativity combine for this amazing hands-on robot building class. Each week students will be introduced to new components and engineering fundamentals as they build whimsical new robots of their own which they will take home at the end of class. Imaginations are sparked, failure is welcome, and uniqueness is encouraged as students gain confidence and share an abundance of laughs together.

Robot Mini Makers

Brooklyn Robot Foundry

These kid and caregiver robot building classes offer a super fun introduction to STEAM through hands-on building and playing. Each class begins with a story featuring our signature Robot Foundry characters Adrien and DJ. Together they will introduce that day's engineering concept and robot project. Children will build their own robots, have fun decorating them, and take them home after class for more fun! You'll be amazed at what these little builders create.

Robot Builders

Brooklyn Robot Foundry

In this immersive class, students will get to build, and take home a new robot each week! We're talking whimsical robots that light up, drive, wiggle, float, spin, or do something else that kids love! STEAM learning is the core of this amazing hands-on class but it's the emphasis on fun and creativity that make it such a popular program. No previous robot building experience required.

Introduction to the Beautiful Art of Stained Glass

Michele Ramsey

This is a comprehensive 4-week workshop where students create a panel while learning and using all the steps in the Tiffany Method. Final step is soldering your project and then enjoying the beauty of stained glass at home. There are optional levels and framing classes after

completion of your panel. Glass artists will know how to work from home to do more stained-glass projects. All materials and use of student tools for one complete project are included in the class fee.

Introduction to Glass Fusing

Michele Ramsey

Love glass and want to know how it's made? Take a beginning, fusing class at Studio 34 Creative Arts Center! Learn to score (cut) glass safely under the supervision of a professional glass artist. Design and create a square bowl project for your home décor. Fused glass projects are kiln fired two times: once to melt all the components and then to add shape to the final piece. Projects are ready for pick up 2 weeks after class. No prior experience needed! Please bring safety glasses and wear closed toe shoes.

TangoJazz

Marysol Del Carpio

Discover the joy of jazz dance set to the captivating rhythms of tango in this fun and beginner-friendly class! Perfect for those new to dance or with some experience, this class focuses on jazz dance techniques while enjoying the sounds of tango. Students will develop physical, creative, and expressive skills through a combination of warm-up exercises, foundational jazz techniques, practicing simple choreography and improvisation. This class is designed to be approachable, welcoming, and all about having fun while learning to move to a new kind of rhythm!

Adult Boot Camp

585 Fitness

Bootcamp will provide attendees with a fast-paced circuit style full-body workout. The class will challenge your core, work on compound movements, and increase your cardiovascular health.

Senior Mobility Class

585 Fitness

Participants will learn to move their bodies more efficiently to increase joint health and longevity. There will be a focus on the combination of strength and flexibility in multiple planes.

Town of Pittsford – Recreation Department

Proposed Programs for Winter 2025

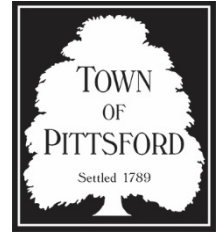
Program	Instructor
<u>Preschool</u>	
Panther Pals	Recreation Staff
Panther Pals Science Enrichment	Recreation Staff
Panther Pals Literacy Enrichment	Recreation Staff
Preschool Adventures: Going on a Bear Hunt	Sherry Murray
Preschool Adventures: Celebrate Winter	Sherry Murray
Preschool Adventures: Let's Make Music	Sherry Murray
Preschool Adventures: My Five Senses	Sherry Murray
Preschool Adventures: Valentine's Day	Sherry Murray
Preschool Adventures	Sherry Murray
Activity Boxes	Recreation Staff
Art and Sensory Play	Progressive Early Learning
Sensory and Science	Progressive Early Learning
S.T.E.A.M. Powered Play	Progressive Early Learning
Active Art!	Mary Slaughter
Tiny Tot Art Class	Mary Slaughter
Movement and Music	Allyson Nutting
Little Music Makers: Music Exploration	Victoria Moore
Broadway Babies Fairytale Theatre: Snow White	Bravo! Creative Arts
Wiggles, Giggles, and Jiggles	Lisa Magliato
Lil Athletes	Lisa Magliato
Semi-Private Gymnastics & Parkour	Mary Slaughter
Winter Sprinters	Mary Slaughter
Tiny Tot Gym Games	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff
Soccer Stars	Daniel Franca
Little Ninja Class	James Creighton & Pete Reminicky
Parent & Tot Open Gym	Recreation Staff
Tiny Dancers	Allyson Nutting

Youth & Teen

The After School Program	Recreation Staff
Sweetheart Dance	Recreation Staff
February Recess Camp – Under the Sea	Recreation Staff
School Recess Camp – Riddle Me This	Recreation Staff
School Recess Camp – Dream, Design & Build	Recreation Staff
“Mealtime Manners” Etiquette Event	Etiquette Chics
Life Skills Tea Etiquette Event for Children	Etiquette Chics
American Girl Doll Adventures	Sherry Murray
Creative Painting and Drawing	Yushan Socola
Creative Art Camp	Yushan Socola
Private Piano Lessons	Beth Werner
Beetlejuice Jr.	Bravo! Creative Arts
The Claw	Bravo! Creative Arts
Winter Break Theatre Camp: Moana	Bravo! Creative Arts
Disney’s Newsies	Bravo! Creative Arts
Legally Blonde Jr.	Bravo! Creative Arts
Spring Break Theatre Camp: The Smurf Movie	Bravo! Creative Arts
Space Pirates	Bravo! Creative Arts
Robot Inventors	Brooklyn Robot Foundry
Robot Mini Makers	Brooklyn Robot Foundry
Robot Builders	Brooklyn Robot Foundry
Babysitter’s Training	EPIC Trainings
Home Alone Safety	EPIC Trainings
First Aid for Kids	EPIC Trainings
Kid’s Fun Spanish Class	Lourdes de la Colina-Scofield
SAT/ACT Boot Camp	Chariot Learning
Pittsford Ballet Pre-Ballet	Karen Hanson
Pittsford Ballet School	Karen Hanson
Dance Camp	Katie Elizabeth
Irish Dance with Dunleavy	Amy Coppola
Creative Dance & Movement	Jessica Pereyra

Mah Jongg	Carol Schott
Continuing Mah Jongg	Carol Schott
Pittsford Ballet School	Karen Hanson
Belly Dance	Deborah Robinson
Beginner Jazz	Marysol Del Carpio
TangoJazz	Marysol Del Carpio
Stand-up Comedy	Carol Roberts
Opera Beats the Blahs	Opera Guild of Rochester
Introduction to Book Publishing	Tricia Dell'Anno
American Red Cross CPR/AED	EPIC Trainings
American Red Cross First Aid	EPIC Trainings
Inside Scoop on Today's Application Process	Mary Cannon
College 101: Planning & Paying	Paul Celuch
Financial Planning for Women	Foundation for Women's Financial Education
Learn Spanish and Enhance Your Brain	Lourdes de la Colina-Scofield
Traveler's Spanish Class	Lourdes de la Colina-Scofield
Becoming a Notary Public- Traditional	Kristin Cavallaro
Electronic Notary Training Class	Kristin Cavallaro
Pre-Licensing 5 Hour Course	Jon DeVecchio
Martial Arts for Adults	James Creighton
Martial Arts for Women	Tracy Maggio
Debbie McVean Aerobics	Debbie McVean
Pilates	Eva Pazral
Yoga	Eva Pazral
Therapeutic Yoga	Kaitlyn Vittozzi
Valentine's Yoga Date Night	Kaitlyn Vittozzi
Meditation & Mindfulness	Lori Lefkowitz
Tai Chi Yang Style: 108 Form	Alan Packard
Cyclic Yoga- Beginners & Intermediate	Maryam Barmakirad
Cyclic Yoga for Osteoarthritis	Maryam Barmakirad
Adult Boot Camp	585 Fitness
Senior Mobility Class	585 Fitness

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: October 16, 2024

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: November 6, 2024

1. The following employee(s) are recommended as a new hire, subject to successful completion of drug and background checks, based on the recommendation of the Functional Coordinator(s) for these areas:

Name	Dept	Position	Rate	Date of Hire
Luci Lee	Recreation	Rec Asst - Afterschool	\$17.82	10/21/2024
Simon George	Recreation	Rec Asst - Afterschool	\$15.00	10/23/2024
Isabelle Williams	Recreation	Rec Asst - Afterschool	\$15.00	11/04/2024
Aiden Kress	Recreation	Rec Asst - Afterschool	\$15.00	11/04/2024
Emily Smith	Maintenance	Cleaner - FT	\$18.10	11/07/2024

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
Luci Lee	Recreation	Rec Asst - Afterschool	\$17.82	10/21/2024
Simon George	Recreation	Rec Asst - Afterschool	\$15.00	10/23/2024
Isabelle Williams	Recreation	Rec Asst - Afterschool	\$15.00	11/04/2024
Aiden Kress	Recreation	Rec Asst - Afterschool	\$15.00	11/04/2024
Emily Smith	Maintenance	Cleaner - FT	\$18.10	11/07/2024

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

Name	Position	Reason	Rate	Effective
Logan Tomeny	Rec Assistant	Group Leader	\$16.00	10/23/2024
Hayley Achim	Laborer FT Hwy	Seasonal to FT	\$20.50	11/04/2024
Michael Hook	MEO II	Promo	\$26.55	11/04/2024
James Lane	MEO II	Promo	\$26.55	11/04/2024
Christopher Coleman	MEO I	Promo	\$30.05	11/04/2024
Joseph Battaglia	Rec Leader FT	PT to FT	\$25.00	11/07/2024

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
Logan Tomeny	Rec Assistant	Group Leader	\$16.00	10/23/2024
Hayley Achim	Laborer FT Hwy	Seasonal to FT	\$20.50	11/04/2024
Michael Hook	MEO II	Promo	\$26.55	11/04/2024
James Lane	MEO II	Promo	\$26.55	11/04/2024
Christopher Coleman	MEO I	Promo	\$30.05	11/04/2024
Joseph Battaglia	Rec Leader FT	PT to FT	\$25.00	11/07/2024