

**TOWN OF BRIGHTON TOWN BOARD  
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE  
MEETING AGENDA**

**Meeting Date: Thursday, January 2, 2020 (1:00 p.m.)  
Location: Stage Conference Room, Brighton Town Hall**

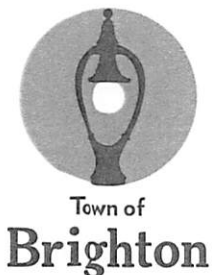
1. Approval of Minutes – Receive and file minutes of the December 3<sup>rd</sup>, 2019 meeting.
2. Authorize/Accept STOP DWI 2020 activity funding (Police Dept.) – Request from Chief David Catholdi for Town Board action to authorize the Supervisor to execute an agreement with the County of Monroe and accept the 2020 Stop DWI funding for Enhanced Enforcement (\$21,427.30) and Crackdown Weekend (\$4,625.00) activities (see letter from D. Catholdi).
3. Authorize new contract agreement with Geese Control of New York (Police Dept.) – Request from Chief David Catholdi for Town Board action to authorize the Supervisor to execute an agreement with Geese Control of New York for services from April 1, 2020 through November 30, 2020 at \$650 per month for Geese Control Services. There is not increase in the 2020 monthly rate (see letter from D. Catholdi).
4. Authorize new contract agreement with Animal Hospital of Pittsford for 2020 Boarding and Veterinary Services (Police Dept.) – Request from Chief David Catholdi for Town Board action to authorize the Supervisor to execute a contract with Animal Hospital of Pittsford for veterinary and boarding services. The fees for services will remain the same as 2019, however there is some minor contract language to review (see letter from D. Catholdi).
5. Authorize new contracts with three towing vendors with renewal options for up to an additional three years (Police Dept.) – Request from Chief David Catholdi for Town Board action to authorize the Supervisor to execute contracts with the following towing vendors:
  - Eastridge Collision, Inc., dba Murray's Towing
  - Twelve Corners Towing/Blue Lighting Enterprises, Inc.
  - Sutherland Service Center Ltd./Sutherland Auto Group, LLCAll pricing follows the current pricing structure with the Monroe County Sheriff's Department pricing, dated February 1, 2019 (see letter from D. Catholdi).
6. **EXECUTIVE SESSION** – Discuss the appointment of a police officer for the Police Department. This hire will be effective 1/18/2020, with a 26 week probationary period and with a starting salary and other benefits in accordance with the Brighton Police Patrol Association bargaining unit agreement. Appointment contingent upon successful completion of all testing, evaluations and Civil Service approvals (see letter from D. Catholdi).

7. Authorize new/renewal service contracts and pricing with the Justice Court vendors (Justice Court) – Request from Lisa Pavlovych for Town Board action to authorize the Supervisor to execute contracts/approve pricing with the following interpreter and court reporter vendors:
  - M. E. Services Communication, Inc. (interpreter services \$65/hour)
  - Tellmorr International Translation Services, LLC (translator services \$60/hour)
  - Frank A. Scarcelli (Court reporting services pricing per contract)
  - Forbes Court Reporting Services, LLC (pricing per contract)All pricing for each vendor will follow the contracts executed. Interpreters and translators are fully reimbursed by Monroe County (see letter from L. Pavlovych).
8. Authorize contract with Aldrich & Cox, Inc. (formerly known as Holfoth Risk Management) for Risk Assessment Services as needed (Finance Dept.) – Request from Paula Parker for Town Board action to authorize the Supervisor to sign a contract with Aldrich & Cox, Inc. (formerly known as Holfoth Risk Management) for risk assessment and review services as needed. The hourly rate is increasing by \$5 to \$140 for 2020 (see letter from P. Parker)
9. Authorization to solicit bids as necessary for goods and services as indicated and included in the 2020 budget (Public Works/Highway/Sewer Depts.) – Request from Mike Guyon for Town Board action to authorize solicitation of bids for goods and services as indicated in the attached communication. All goods and services to be bid have been included in the 2020 budget and State, County, City or other bids will be utilized when in the best interest of the Town (see letter from M. Guyon).
10. Authorization to solicit bids as necessary for goods and services for Town Facilities as indicated and included in the 2020 budget (Public Works/Facility Dept.) – Request from Mike Guyon for Town Board action to authorize solicitation of bids for goods and services for Town Facilities as indicated in the attached communication. All goods and services to be bid have been included in the 2020 budget and State, County, City or other bids will be utilized when in the best interest of the Town (see letter from M. Guyon).
11. Award Professional Services Agreement to Cohen Law Group for Wireless Telecommunication Regulations Update (Public Works Dept.) – Request from Ramsey Boehner for Town Board action to award the RFP for Telecommunications/Small Cell Regulations Update to Cohen Law Group in an amount not to exceed \$19,800. Further authorize the Supervisor to execute any contractual documents as well as authorize the necessary budget amendments to cover the cost of this service (see letter from R. Boehner).
12. Approve agreement with Electronic Field Productions, Inc. (Supervisor's Dept.) – Request from Bridget Monroe for Town Board action to authorize the Supervisor to execute a contract with Electronic Field Productions, Inc. for the provision of providing video production and cable television management services. Contract will be effective January 1 through December 31, 2020 in an annual amount not to exceed \$52,000 (no increase from the previous year). Funds are available in the 2020 budget (see letter from B. Monroe).

13. Approve Cyber Insurance renewal for 2020 (Town Clerk Dept.) – Request from Dan Aman for Town Board action to approve the renewal of the Town's cyber insurance with Beasley Insurance Company for Cyber Insurance and to authorize the Supervisor to execute any related documents. Policy is effective January 18, 2020 through January 18, 2021 at an annual premium of \$9,300. This represents a \$2,000 increase from the last year due to an increase in revenues and a recent claim (see letter from D. Aman).
14. Approve and accept ALS interpreter rates for 2020 (Supervisor's Office) – Request from Bridget Monroe for Town Board action to approve the annual rates from Interpretek and (another vendor here) for ALS interpreter services for the Town Board meetings (see letter from B. Monroe).

The next regularly scheduled meeting of the FASC will be held on **TUESDAY, JANUARY 14, 2020 at 3:30 p.m.** in the **DOWNSTAIRS MEETING ROOM** of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE\*\***



## Brighton Police Department

2300 Elmwood Avenue  
Rochester, New York 14618  
(585) 784-5150



David Catholdi  
Chief of Police

December 9, 2019

Honorable Town Board  
Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

RE: STOP-DWI Enhanced Enforcement  
STOP-DWI Crackdown Weekends

Dear Board Members:

I hereby request that the Supervisor be authorized to enter into an agreement with the County of Monroe to accept the following funding:

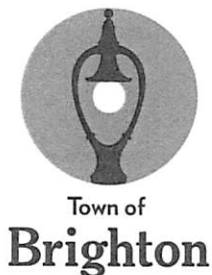
<b>2020 STOP-DWI Enhanced Enforcement</b>	<b>\$21,427.30</b>
<b>2020 STOP-DWI Crackdown Weekends</b>	<b><u>\$ 4,625.00</u></b>
	<b>\$26,052.30</b>

The funding will be used to augment police department STOP DWI enforcement efforts.

Sincerely,

David Catholdi  
Chief of Police

CDC:dm



## Brighton Police Department

2300 Elmwood Avenue  
Rochester, New York 14618  
(585) 784-5150



David Catholdi  
Chief of Police

December 13, 2019

Honorable Town Board  
Finance & Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

**RE: 2020 Geese Control Contract**

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Geese Control of New York and the Town of Brighton for the provision of geese control in the Town of Brighton. This contract is for the period beginning April 1, 2020 through November 30, 2020, with no service for the month of July.

I hereby recommend acceptance of the agreement as presented by Geese Control of New York for services to the Town for the stated time period. Geese Control of NY will keep the rates the same as 2019 at \$650 per month. There are no other vendors in the area that provide this service.

Thank you for your consideration. I will be happy to answer any questions you may have regarding this request.

Sincerely,

David Catholdi  
Chief of Police

CDC:jpo  
attachment

c: Captain Michael Desain  
Bruce Blackman, Animal Control Supervisor

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ in the year 2020, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Geese Control of New York, with offices at (or residing at) 3325 Bailey Road, Bloomfield, New York 14469, hereinafter referred to as the "Contractor".

## WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the Town of Brighton: Harassment of Canada Geese using border collies, in complete accord with the proposal offered by the Contractor for service provision in 2015, attached hereto and made a part of this agreement.

2. The term of this agreement shall be from April 1, 2020 through June 30, 2019 and August 1, through November 30, 2020. This contract may be terminated by the Town of Brighton upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due at the rate of Six Hundred Fifty Dollars (\$650.00) per month, and a total amount not to exceed \$4,550 annually.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Chief of Police, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.

6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including

reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF BRIGHTON

By: \_\_\_\_\_  
William Moehle, Supervisor

GEESE CONTROL OF N.Y.

By: \_\_\_\_\_  
\_\_\_\_\_  
[Print Name]



3e

2020 CONTRACT FOR  
CANADA GOOSE CONTROL  
TOWN OF BRIGHTON

GEESE CONTROL OF NY  
3325 BAILEY RD.  
BLOOMFIELD NY 14469

*Environmentally safe Canada goose control with trained Border collies*

Thank you very much for your past business. We will exclude July for molt as requested. Contract will cover April thru June, August thru November. 7 months @ \$650 per month, (Total \$4,550). The price is based on 24 visits per month at the Town Park on Westfall Road. This price includes visits to the Town of Brighton's three other sites, Lac Deville, Meridian Centre and

Buckland Park. We will still monitor all the sites daily as before and encourage calling in any information concerning bird habitation and timing. The handler is available 7 days a week and can normally be on site within one hour, and there is no extra charge for call in visits if needed.

Invoices are generated once a month. A service report will be handed in at the end of each period with dates, times and approx. number of geese on property. Contracts may be dissolved for any reason up to fifteen days after work has begun. (a prorated bill will apply). Visits may vary from month to month at GCNY's discretion, per geese habits, molting status, etc., with notification to Animal Control of any variations or changes. To my knowledge and that of the D.E.C. we are still the sole provider of this service in the area.

GCNY will defend and hold our clients harmless against any penalties, fines, or claims by the federal or state authorities alleging the injury or death of Canada Geese due to GCNY's work. GCNY is fully insured by Dryden Ins. Agency.

Submitted by, Gordon R. Kornbau

Cell/Pager/Voice (585) 414-4419

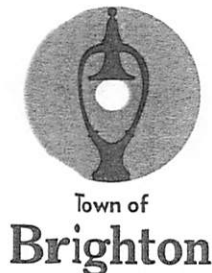
Date 12/11/19

Gkornbau@rochester.rr.com

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Brighton Police Department

2300 Elmwood Avenue  
Rochester, New York 14618  
(585) 784-5150



David Catholdi  
Chief of Police

December 16, 2019

Honorable Town Board  
Finance/Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

### RE: 2020 Boarding and Veterinary Services Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between the Animal Hospital of Pittsford and the Town of Brighton for the provision of boarding and veterinary services. This contract is for the period beginning January 1, 2020 through December 31, 2020. This year's proposed contract represents no increase in fees but there are some minor language changes in the contract.

Possible alternatives to Pittsford Animal Hospital have been researched; however, no other animal hospital offers a 24 hour emergency service site to compare to the Animal Emergency Services. AES is a division of Pittsford Animal Hospital.

Thank you for your consideration. I would be happy to answer any questions you may have regarding this request.

Respectfully,

David Catholdi  
Chief of Police

CDC:jpo  
Attachment

c: Captain Michael Desain  
Bruce Blackman, Animal Control Supervisor



November 18, 2019

Town of Brighton  
Attn: Supervisor  
2300 Elmwood Ave.  
Rochester, NY 14618

Dear Mr. Moehle:

Enclosed please find two copies of our proposal to provide shelter to animals under the contract with Animal Control for the Town of Brighton for 2020.

The language in the proposal remains the same as previous year with exception of the following changes on Enclosure 1:

- Added per calendar day in Section 1 for clarity of billing process
- Added pricing for Flea Treatment & Rabies Vaccination in Section 1
- Edited wording in Section 3

Please sign both copies and mail one back to us at your earliest convenience. Keep the second copy for your files.

If you have any questions or concerns, feel free to contact me.

Sincerely,

**Rich McGuire**  
*Accounting Supervisor*  
Monroe Veterinary Associates

Phone: (585) 271-2733 ext 132  
Email: [rich.mcguire@monroevets.com](mailto:rich.mcguire@monroevets.com)



Animal Hospital of Pittsford  
2816 Monroe Avenue  
Rochester, NY 14618  
-----  
Telephone (585) 271-7700  
Fax (585) 244-7287  
www.pittsfordvet.com

4c  
Hospital Director:  
Todd W. Wihlen, DVM

November 18, 2019

The following proposal is submitted to **Town of Brighton** Animal Control by Pittsford Animal Hospital (AHOP)/Veterinary Specialists and Emergency Service (AES), (hereafter referred to as "provider") for providing leased space for shelter and professional veterinary services under contract with the Town of Brighton.

1. The contract will be for one year, ending **December 31, 2020**.
2. Provider will provide shelter for stray dogs, cats, and/or injured animals picked up by Brighton Animal Control or good Samaritans within the Town of Brighton. Provider will contact Brighton Animal Control when a Good Samaritan or police officer brings an animal to the hospital. The number of animals sheltered at one time will not exceed six without specific approval of the Hospital Director.
3. Animals placed in the shelter will be provided food, water, and exercise on a scheduled basis. Medical treatment will be administered under the supervision of the hospital veterinarians as approved by the Animal Control Officers.
4. Immediate emergency care, on a minimal life support basis, will be provided for any animal in critical condition or experiencing undue suffering at the veterinarian's discretion. In these cases, the Animal Control Officer will be notified as soon as possible.
5. The Brighton Animal Control Officers will communicate directly with the doctor assigned to the injured animal, or Dr. Wihlen at AHOP in regard to the medical care disposition of the animal.
6. Animals with chronic medical problems will not be treated for their problems at Town of Brighton expense.
7. Emergency care for animals picked up after the hospital is closed will be handled by the Veterinary Specialists and Emergency Service at 825 White Spruce Blvd. **However, all strays must be picked up from Veterinary Specialists and Emergency Service and transferred to Animal Hospital of Pittsford by 10AM on the first morning that Animal Hospital of Pittsford is open for business.** Well animals picked up by the town may be brought to Pittsford Animal Hospital for impounding on Sundays and holidays when a kennel worker is present to admit the Animal Control Officer to the hospital.
8. All initial communication with the public will be handled through the Brighton Animal Control. This will include initial lost dog inquiries, initial injured animal inquiries, and updated vaccinations information. The hospital will release animals to owners/harborers only when the proper release forms have been obtained, fees have been satisfied, and/or on direct instructions from the Animal Control Officers.
9. Fees to be collected by the Brighton Town Clerks Office or Brighton Animal Control Officers prior to the release of any animals include charges for seizure, boarding, and license fees.
10. All fees owed to the Provider for services rendered, except boarding, will be paid directly to the

Hospital by the animal owner/harbinger.

11. Provider will bill the Town of Brighton on a monthly basis for boarding, euthanasia, and cremation fees accrued during the month.

12. All adoptable animals that are not claimed upon completion of the required impound period are to be taken to the Monroe County Humane Society by Brighton Animal Control, dependent upon the Humane Society's willingness to accept the animals.

13. A schedule of fees is attached as Enclosure 1.

## SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Leased space and proposed fees for the boarding of stray/injured animals and professional veterinary services for the Town of Brighton Are as follows:

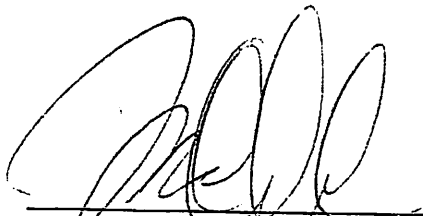
- 1) Sheltering of animals to include caging, food, and limited exercise calculated per day.
  - Dogs--\$28.00 per calendar day at Veterinary Specialists and Emergency Service
  - Dogs--\$17.00 per calendar day at Animal Hospital of Pittsford
  - Cats--\$17.00 per calendar day at Veterinary Specialists and Emergency Service
  - Cats--\$9.00 per calendar day at Animal Hospital of Pittsford
  - Flea Treatment with Capstar - \$6.00
  - Rabies Vaccination: \$17.00
- 2) Emergency care at the Veterinary Specialists and Emergency Services with Animal Control Officer having direct access to the facility and a veterinarian available in residence 24 hours a day including all weekends and holidays, physical examinations, and recommendations for further diagnosis and treatment.
  - Emergency exam--\$50.00
  - Further medical care at standard hospital fees less 20% professional services discount
- 3) Minimal life support will have to be determined on a per case basis dependent on the extent of injuries in need of immediate medical attention. In all cases, Brighton Animal Control will be notified immediately of the anticipated expenses.


If paid by owner/harbinger--standard hospital charges.

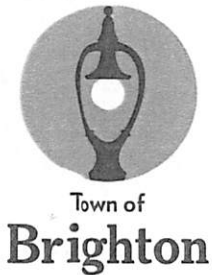
If paid by Town of Brighton--20% professional services discount of standard hospital fees.

### Fees for Euthanasia

- 1) A standard fee of \$22.00 will be charged for all animal euthanizations, regardless of size, requested by Brighton Animal Control.
- 2) A standard cremation fee of \$ 65.00 per dog and \$40.00 per cat will be charged for all animal cremations, if requested by Brighton Animal Control.

  
 Todd Wihlen, D. V. M.  
 Director, Pittsford Animal Hospital

  
 William Moehle  
 Supervisor, Town of Brighton



## Brighton Police Department

2300 Elmwood Avenue  
Rochester, New York 14618  
(585) 784-5150



David Catholdi  
Chief of Police

December 20, 2019

Honorable Town Board  
Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

**Re: 2020 Towing Contracts**

Dear Board Members:

On December 31, 2019, the Brighton Police Department's agreements with our towing vendors will expire. I am requesting authorization to renew the agreement with our current three vendors for 2020 with the option to renew for up to three years.

There is no change in pricing. The current pricing structure is current with the Monroe County Sheriff's Office pricing, dated February 1, 2019. All other county municipalities use this pricing.

I will be happy to answer any questions you may have.

Respectfully,

David Catholdi  
Chief of Police

CDC:jpo

## TOWN OF BRIGHTON

### TOWING AGREEMENT

WHEREAS, the Town of Brighton, hereinafter referred to as the Town, requires the towing and storage of vehicles in certain specified situations and,

WHEREAS Eastridge Collision Inc., dba Murray's Towing is an automotive towing service, hereinafter referred to as Towing Service, with facilities available for the towing and storage of motor vehicles.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby mutually covenanted and agreed that:

1. The Towing Service warrants that it owns at least two (2) three-quarter ( $\frac{3}{4}$ ) ton trucks and the equipment to dolly vehicles when necessary. The Towing Service further warrants that it has access to a two and one-half ( $2\frac{1}{2}$ ) ton tow truck to respond when necessary.
2. The Towing Service does hereby covenant and agree that it will perform, upon request of the Police Department of the Town of Brighton, the towing of vehicles, as hereinafter indicated ordered towed by the Police Department, and charges for same shall be in accordance with the Schedule of Tow Rates set forth in this contract.
3. The Towing Service agrees that for the duration of any public emergency it will have available for use by the Town a minimum of one (1) driver and one (1) vehicle to perform towing as aforesaid.
4. Vehicles to be towed by the Towing Center pursuant to the terms of this agreement as follows:
  - A-1. All vehicles ordered towed subsequent to arrests, equipment violations, and accidents will be towed to the Towing Service Center.

When towed to the Towing Service Center, the Towing Service shall collect all towing and storage fees. In the event that the Towing Service is requested to tow a vehicle to a location other than the Police impound or the Towing Service Center, only one continuous rate may be charged for towing the vehicle, even when the vehicle may be temporarily dropped en route.



Costs for this registered letter will be added to the storage charges. If the contact is made in person, the Towing Service must obtain the owner's signature acknowledging he/she has been informed of the storage charges. A record of these contacts will be maintained by the Towing Service Center. The Towing Service Center may charge storage fees only for days that the vehicle can be picked up by the owner. For example, if a vehicle cannot be claimed by the owner on a holiday, then storage for that day shall not be charged.

- A-7. The Towing Service agrees to render service to disabled Brighton Police vehicles, including towing and changing flat tires with spare tires provided by the Brighton Police Department at no charge.
- A-8. The Towing Service agrees to respond to calls from the Police Department within ten (10) minutes during normal business hours, and within twenty (20) minutes during hours when the Towing Service Center business is closed. In the event the Towing Service is unable to respond to a call within these time frames, they will so advise the Police Department. The Police Department will then contact a back-up service vendor from one of the other service vendors that contracts with the Town. The initial vendor will not contact another vendor directly to provide service.
- A-9. The Towing Service agrees to be available 24 hours a day every day of the year to receive towing and service assignments from the Police Department.
- A-10. The Towing Service agrees to supply a printed card listing all towing and storage rates, the business name and address, telephone number, and hours of business. A card shall be given to the operator of any vehicle towed by Police, when possible.
- A-11. The Towing Service is required to meet the demands of the New York State Vehicle and Traffic Law, Section 1219-c, which states that any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon such highway from such a vehicle. The Towing Service must have available to it a shovel and broom for use to remove such debris.

8. The Towing Service agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Towing Service may perform for the Town pursuant to this agreement. The Towing Service shall maintain, during the entire term of this agreement, insurance to protect the Town from and against any and all claims, injury or damage to persons or property, both real and personal, arising from this agreement and the services provided hereunder, in at least the following types and amounts, from such carriers as may be mutually agreed by Town and Towing Service.

One Million Dollars General Liability  
 One Million Dollars Product Liability  
 Two Million Dollars Annual Aggregate  
 Automobile Liability and  
 Workers' Compensation with statutory limits

The Towing Service agrees to provide the Town with insurance certificates, evidencing all such coverage naming the Town as an additional insured. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon thirty (30) days' written notice, by certified mail, return receipt requested, to the Town.

9. **Schedule of Tow Rates**

B-1. Towing of vehicles to the Brighton Police Department impound area at 1941 Elmwood Avenue.	\$ 160.00
B-2. Towing of vehicles to the Towing Service's place of business (excluding accident vehicles).	\$ 160.00
B-3. Towing of accident vehicles	\$ 160.00
B-4. Calls for road service labor, no towing involved (starts, out-of-gas, lock outs, flat tires, etc.).	\$ 50.00
B-5. Per day storage fee.	\$ 40.00
B-6. Winching fee (Each 30 minutes).	\$ 55.00
B-7. Dolly a car (extra/additional).	\$ 35.00
B-8. Notification Fee	\$ 20.00
B-9 Gas Fee (when per gallon price exceeds \$3/gal)	\$ 5.00

**TOWN OF BRIGHTON**  
**TOWING AGREEMENT**

WHEREAS, the Town of Brighton, hereinafter referred to as the Town, requires the towing and storage of vehicles in certain specified situations and,

WHEREAS **Twelve Corners Towing / Blue Lightning Enterprises, Inc.** is an automotive towing service, hereinafter referred to as Towing Service, with facilities available for the towing and storage of motor vehicles.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby mutually covenanted and agreed that:

1. The Towing Service warrants that it owns at least two (2) three-quarter ( $\frac{3}{4}$ ) ton trucks and the equipment to dolly vehicles when necessary. The Towing Service further warrants that it has access to a two and one-half ( $2\frac{1}{2}$ ) ton tow truck to respond when necessary.
2. The Towing Service does hereby covenant and agree that it will perform, upon request of the Police Department of the Town of Brighton, the towing of vehicles, as hereinafter indicated ordered towed by the Police Department, and charges for same shall be in accordance with the Schedule of Tow Rates set forth in this contract.
3. The Towing Service agrees that for the duration of any public emergency it will have available for use by the Town a minimum of one (1) driver and one (1) vehicle to perform towing as aforesaid.
4. Vehicles to be towed by the Towing Center pursuant to the terms of this agreement as follows:
  - A-1. All vehicles ordered towed subsequent to arrests, equipment violations, and accidents will be towed to the Towing Service Center.

When towed to the Towing Service Center, the Towing Service shall collect all towing and storage fees. In the event that the Towing Service is requested to tow a vehicle to a location other than the Police impound or the Towing Service Center, only one continuous rate may be charged for towing the vehicle, even when the vehicle may be temporarily dropped en route.

Costs for this registered letter will be added to the storage charges. If the contact is made in person, the Towing Service must obtain the owner's signature acknowledging he/she has been informed of the storage charges. A record of these contacts will be maintained by the Towing Service Center. The Towing Service Center may charge storage fees only for days that the vehicle can be picked up by the owner. For example, if a vehicle cannot be claimed by the owner on a holiday, then storage for that day shall not be charged.

- A-7. The Towing Service agrees to render service to disabled Brighton Police vehicles, including towing and changing flat tires with spare tires provided by the Brighton Police Department at no charge.
- A-8. The Towing Service agrees to respond to calls from the Police Department within ten (10) minutes during normal business hours, and within twenty (20) minutes during hours when the Towing Service Center business is closed. In the event the Towing Service is unable to respond to a call within these time frames, they will so advise the Police Department. The Police Department will then contact a back-up service vendor from one of the other service vendors that contracts with the Town. The initial vendor will not contact another vendor directly to provide service.
- A-9. The Towing Service agrees to be available 24 hours a day every day of the year to receive towing and service assignments from the Police Department.
- A-10. The Towing Service agrees to supply a printed card listing all towing and storage rates, the business name and address, telephone number, and hours of business. A card shall be given to the operator of any vehicle towed by Police, when possible.
- A-11. The Towing Service is required to meet the demands of the New York State Vehicle and Traffic Law, Section 1219-c, which states that any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon such highway from such a vehicle. The Towing Service must have available to it a shovel and broom for use to remove such debris.

8. The Towing Service agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Towing Service may perform for the Town pursuant to this agreement. The Towing Service shall maintain, during the entire term of this agreement, insurance to protect the Town from and against any and all claims, injury or damage to persons or property, both real and personal, arising from this agreement and the services provided hereunder, in at least the following types and amounts, from such carriers as may be mutually agreed by Town and Towing Service.

One Million Dollars General Liability  
 One Million Dollars Product Liability  
 Two Million Dollars Annual Aggregate  
 Automobile Liability and  
 Workers' Compensation with statutory limits

The Towing Service agrees to provide the Town with insurance certificates, evidencing all such coverage naming the Town as an additional insured. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon thirty (30) days' written notice, by certified mail, return receipt requested, to the Town.

9. **Schedule of Tow Rates**

B-1. Towing of vehicles to the Brighton Police Department impound area at 1941 Elmwood Avenue.	\$ 160.00
B-2. Towing of vehicles to the Towing Service's place of business (excluding accident vehicles).	\$ 160.00
B-3. Towing of accident vehicles	\$ 160.00
B-4. Calls for road service labor, no towing involved (starts, out-of-gas, lock outs, flat tires, etc.).	\$ 50.00
B-5. Per day storage fee.	\$ 40.00
B-6. Winching fee (Each 30 minutes).	\$ 55.00
B-7. Dolly a car (extra/additional).	\$ 35.00
B-8. Notification Fee	\$ 20.00
B-9 Gas Fee (when per gallon price exceeds \$3/gal)	\$ 5.00

**TOWN OF BRIGHTON**  
**TOWING AGREEMENT**

WHEREAS, the Town of Brighton, hereinafter referred to as the Town, requires the towing and storage of vehicles in certain specified situations and,

WHEREAS Sutherland Service Center Ltd./Sutherland Auto Group, LLC is an automotive towing service, hereinafter referred to as Towing Service, with facilities available for the towing and storage of motor vehicles.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby mutually covenanted and agreed that:

1. The Towing Service warrants that it owns at least two (2) three-quarter ( $\frac{3}{4}$ ) ton trucks and the equipment to dolly vehicles when necessary. The Towing Service further warrants that it has access to a two and one-half ( $2\frac{1}{2}$ ) ton tow truck to respond when necessary.
2. The Towing Service does hereby covenant and agree that it will perform, upon request of the Police Department of the Town of Brighton, the towing of vehicles, as hereinafter indicated ordered towed by the Police Department, and charges for same shall be in accordance with the Schedule of Tow Rates set forth in this contract.
3. The Towing Service agrees that for the duration of any public emergency it will have available for use by the Town a minimum of one (1) driver and one (1) vehicle to perform towing as aforesaid.
4. Vehicles to be towed by the Towing Center pursuant to the terms of this agreement as follows:
  - A-1. All vehicles ordered towed subsequent to arrests, equipment violations, and accidents will be towed to the Towing Service Center.

When towed to the Towing Service Center, the Towing Service shall collect all towing and storage fees. In the event that the Towing Service is requested to tow a vehicle to a location other than the Police impound or the Towing Service Center, only one continuous rate may be charged for towing the vehicle, even when the vehicle may be temporarily dropped en route.

Costs for this registered letter will be added to the storage charges. If the contact is made in person, the Towing Service must obtain the owner's signature acknowledging he/she has been informed of the storage charges. A record of these contacts will be maintained by the Towing Service Center. The Towing Service Center may charge storage fees only for days that the vehicle can be picked up by the owner. For example, if a vehicle cannot be claimed by the owner on a holiday, then storage for that day shall not be charged.

- A-7. The Towing Service agrees to render service to disabled Brighton Police vehicles, including towing and changing flat tires with spare tires provided by the Brighton Police Department at no charge.
- A-8. The Towing Service agrees to respond to calls from the Police Department within ten (10) minutes during normal business hours, and within twenty (20) minutes during hours when the Towing Service Center business is closed. In the event the Towing Service is unable to respond to a call within these time frames, they will so advise the Police Department. The Police Department will then contact a back-up service vendor from one of the other service vendors that contracts with the Town. The initial vendor will not contact another vendor directly to provide service.
- A-9. The Towing Service agrees to be available 24 hours a day every day of the year to receive towing and service assignments from the Police Department.
- A-10. The Towing Service agrees to supply a printed card listing all towing and storage rates, the business name and address, telephone number, and hours of business. A card shall be given to the operator of any vehicle towed by Police, when possible.
- A-11. The Towing Service is required to meet the demands of the New York State Vehicle and Traffic Law, Section 1219-c, which states that any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon such highway from such a vehicle. The Towing Service must have available to it a shovel and broom for use to remove such debris.

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8. The Towing Service agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Towing Service may perform for the Town pursuant to this agreement. The Towing Service shall maintain, during the entire term of this agreement, insurance to protect the Town from and against any and all claims, injury or damage to persons or property, both real and personal, arising from this agreement and the services provided hereunder, in at least the following types and amounts, from such carriers as may be mutually agreed by Town and Towing Service.

One Million Dollars General Liability  
One Million Dollars Product Liability  
Two Million Dollars Annual Aggregate  
Automobile Liability and  
Workers' Compensation with statutory limits

The Towing Service agrees to provide the Town with insurance certificates, evidencing all such coverage naming the Town as an additional insured. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon thirty (30) days' written notice, by certified mail, return receipt requested, to the Town.

9. **Schedule of Tow Rates**

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B-4. Calls for road service labor, no towing involved (starts, out-of-gas, lock outs, flat tires, etc.).	\$ 50.00
B-5. Per day storage fee.	\$ 40.00
B-6. Winching fee (Each 30 minutes).	\$ 55.00
B-7. Dolly a car (extra/additional).	\$ 35.00
B-8. Notification Fee	\$ 20.00
B-9 Gas Fee (when per gallon price exceeds \$3/gal)	\$ 5.00



7a

## JUSTICE COURT

TOWN OF BRIGHTON  
MONROE COUNTY  
2300 ELMWOOD AVENUE, ROCHESTER, NY 14618  
PHONE: (585) 784-5152 FAX: (585) 784-5380

JUSTICES  
KAREN MORRIS  
JOHN FALK

December 18, 2019

Town of Brighton  
Finance and Administrative Services Committee  
2300 Elmwood Avenue  
Rochester, N.Y. 14618

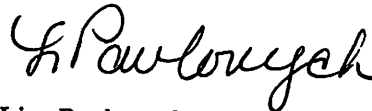
### Re: Renewal of Service Agreements

Dear Finance Committee Members,

The court is requesting approval to renew our service agreements for the 2020 calendar year. The agreements are with the court's stenographers and language interpreters. Fees for language interpreting services remain unchanged at \$60/hr. for Tellmorr International and \$65/hr. session for ME Services and are fully reimbursed by Monroe County. Steno fees will also remain unchanged at the rate of \$45/hr. for the coming year. Copies of the service agreements are enclosed for your review.

I am happy to answer any questions you may have with respect to these service providers. They continue to provide professional services to the court and I am recommending their contracts be renewed.

Sincerely,



Lisa Pavlovych  
Administrative Court Clerk

Enclosures  
cc: Paula Parker, Finance Director  
file



E-MAIL/meserv@frontiernet.net

**M. E. SERVICES COMMUNICATION, INC.**

INTERPRETING & TRANSLATIONS DIVISION

1200 SCOTTSVILLE RD. – SUITE 150E

ROCHESTER, N.Y. 14624

Phone: 585-256-6519

Fax (585) 256-6215

7b1

## M. E. SERVICES COMMUNICATION, INC. DESCRIPTION OF SERVICES

M. E. Services Communication, Inc., provides clients with comprehensive international interpreting services. M. E. Services can provide accurate professional services by utilizing individuals from the culture in which you intend to dialogue information.

M. E. Services has proudly provided Monroe County with comprehensive interpreting services for the past (26) Twenty Six years; located in; The Towers Business Center 1200 Scottsville Rd. Suite 150E Rochester, NY 14624

**Management:** Founder and President Michael E. Shelton (585-734-7187) oversees text translations and invoice statements.

Scheduling manager, Marcia (585-256-6519) manages day to-day client assignments and confirmations.

Four staff members support assignment scheduling.

**Operations:** Multi-Linguist Oral Interpreting **ON-SITE** Services

Live 24-hour scheduling manager for prompt assignment confirmation.

All M. E. Services on site interpreters are **fully insured** unlike independent free-lance interpreters' (no liability risk).

All M.E. Services interpreters' sign confidentiality agreements for stringent confidentiality.

*Call us for updated language insertions.  
Whatever language needed... M. E. Services will assist!*



E-MAIL/meserv@frontiernet.net

**M. E. SERVICES COMMUNICATION, INC.**

INTERPRETING & TRANSLATIONS DIVISION

1200 SCOTTSVILLE RD. – SUITE 150E

ROCHESTER, N.Y. 14624

Phone: 585-256-6519

Fax (585) 256-6215

7b2

## M. E. SERVICES COMMUNICATION, INC.

### 2020

#### FACT SHEET

To schedule interpreter's, please call Marcia (585-256-6519) for interpreter request sheet

#### Rate scale:

First hour rate = 1-hr. charge

1-Hour and 5 minute = 2-hr.

2-Hour and 5 minute = 3-hr.

etc.

#### Compensation/Hourly Rates:

#### Rates

Multi-Linguist (87 languages) oral interpreting

**\$65 per/hr.**

#### Emergency On Call Interpreter Request Charge:

**\$25.00** extra charge will be applied to total assignment cost for request with less than 24/hrs. notice.

#### Specializing in:

Amharic, Arabic, Bosnian, Chinese, Chin, Croatian, Farsi  
French, German, Haitian-Creole, Hindi, Hungarian, Italian, Laotian, Macedonian, Nepali,  
Nuer, Polish, Portuguese, Punjabi, Russian, Somali, Spanish, Thai, Tamil, Turkish,  
Ukrainian, Urdu, and Vietnamese.

Call for updated language insertions

#### Cancellation Policy

Multi-Linguist Oral Interpreting & sign language Interpreting Services:

100% 1-Hour charge for cancellations with less than 24-hour notice.

#### Invoices and Payments:

A. 30-days net / Invoices will be prepared for each assignment or weekly transactions.

**TELLMORR INTERNATIONAL**  
TRANSLATION SERVICES, LLC



48 Mt. Hope Avenue  
Rochester, NY 14620  
Ph: 585-232-5133  
Fax: 585-232-4761

**SERVICE AGREEMENT:**

**Tellmorr International Translation Services LLC  
And**

**Brighton Town Court**

This Service Agreement is made as of December 18, 2019, by and between the undersigned parties.

The undersigned hereby form a Service Agreement, and in accordance with the laws of the State of New York.

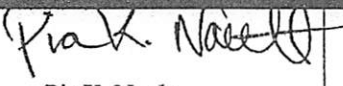
The Service Agreement shall begin on December 18, 2019 and shall continue as long as mutually agreeable by both parties.

The purpose of the Agreement shall be for language translation services; Brighton Town Court will request translation services from Tellmorr International Translation Services, LLC. Tellmorr will make best efforts to service every request promptly and efficiently to Brighton Town Court.

Tellmorr Fee schedule is as follows;

- \$60.00 per hour for scheduled language translation services, with signed contract, one hour minimum.
- \$60.00 per hour for telephone translation, one hour minimum.
- \$60.00 per hour for cancellations with less than 24 hour notice to Tellmorr. \$60.00 per hour for no shows. One hour minimum.
- \$100.00 per hour for American Sign Language and Burmese.
- Assignment requests with less than 24 hour notice shall be billed a \$20.00 expediting fee.
- Mileage will be charged to Brighton Town Court at a New York State rate of .58 per mile if appointment is located outside Monroe County.
- Payment is expected within 45 days of billing.

The two parties have caused this Service Agreement to be executed on the dates indicated below, effective as of the date indicated above.

Tellmorr International Translation Services LLC		Brighton Town Court	
			
Pia K. Nault			
12/18/19			
Date		Date	

7d,

A G R E E M E N T

THIS AGREEMENT, made this 1 day of January, in the year 2020, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Frank A. Scarcelli. With offices at 133 Raleigh St, Rochester, NY 14620, hereinafter referred to as the "Contractor".

W I T N E S S E T H

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform the services set forth in the attached proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The contractor hereby agrees to perform the services set forth in the attached proposal for the Town by providing: Court reporting services and transcripts as requested.
2. This contract may be terminated by the Town upon written notice to the Contractor by first class mail to the address for the Contractor set forth in the proposal.
3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed Ninety (\$90) and hour for the first two (2) hours and forty five (\$45) and hour thereafter. Said sum shall be earned only upon completion of the preliminary/summary report appraisals and submission by the contractor of an invoice submit to the Town's claim approval process.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by Lisa Pavlovych, Court Administrator, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of

7d2

termination to the total performance required by this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.

6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

10. To the extent that any provision contained herein is contradicted by or sought to be Modified by any language in the attached proposal, said contradictory or modifying language shall have no effect and the provision set forth herein shall control.

7d3

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF BRIGHTON

By: \_\_\_\_\_  
William Moehle, Supervisor

Date: \_\_\_\_\_

FRANK A. SCARCELLI

By: Frank A. Scarcelli  
Frank A. Scarcelli, Court Reporter

Date: December 18, 2019

7d4  
Frank A. Scarcelli  
133 Raleigh Street  
Rochester, NY 14620

Agreement:

Is made this 1<sup>st</sup> day of January, 2020 - December 31, 2020  
between the Town of Brighton, 2300 Elmwood Avenue,  
Rochester, NY 14618 and Frank A. Scarcelli, Court Reporter,  
133 Raleigh Street, Rochester, NY 14620.

The agreement agrees to perform the following services for  
the Town of Brighton: Court Reporting for the Brighton  
Courts and perfecting transcripts upon request

The town hereby agrees to pay Frank A. Scarcelli a sum of  
the following:

\$90.00 appearance fee for the first 2 hours and \$45.00  
thereafter for each additional hour. Transcripts as requested  
will be \$3.65 per page and \$5.00 per page expedited within  
1-5 working business days, depending on the length of the  
testimony.

By: Frank A. Scarcelli

Print: Frank A. Scarcelli

SS#: XX-XX-3028



7e,

AGREEMENT

THIS AGREEMENT, made this 1 day of January, in the year 2020, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Forbes Court Reporting Services, LLC, with offices at 21 Woodcrest Drive, Batavia, NY 14020, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform the services set forth in the attached proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The contractor hereby agrees to perform the services set forth in the attached proposal for the Town by providing: Court reporting services and transcripts as requested.

2. This contract may be terminated by the Town upon written notice to the Contractor by first class mail to the address for the Contractor set forth in the proposal.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed Ninety (\$90) an hour for the first two (2) hours and forty five (\$45) an hour thereafter, with the exception of Jury Trials which would be one hundred (\$100) an hour for the first two (2) hours and (\$50) an hour thereafter. Said sum shall be earned only upon completion of the preliminary/summary report appraisals and submission by the contractor of an invoice submit to the Town's claim approval process.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by Lisa Pavlovych, Court Administrator, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by

7e<sub>2</sub>

the Town pursuant to paragraph 2, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.

6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

10. To the extent that any provision contained herein is contradicted by or sought to be Modified by any language in the attached proposal, said contradictory or modifying language shall have no effect and the provision set forth herein shall control.

7e3

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF BRIGHTON

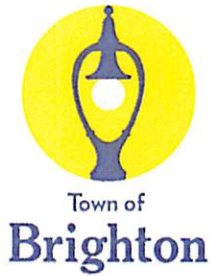
By: \_\_\_\_\_  
William Moehle, Supervisor

Date: \_\_\_\_\_

FORBES COURT REPORTING SERVICES

By: Kelly Forbes  
Kelly Forbes, Operations Manager

Date: December 20, 2019



8a  
Finance Department

Paula Parker  
Director of Finance

December 30, 2019

Honorable Town Board  
Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

Re: Agreement with Aldrich & Cox, Inc. (formerly Holfoth Risk Management) for Independent Risk Management Services

Dear Honorable Members:

I am requesting that the Town Board authorize the Supervisor to execute a new agreement with Aldrich & Cox, Inc. (formerly Holfoth Risk Management) for the continued provision of independent risk management consulting services in 2020. Requested services would be provided at the rate of \$140 per hour (an increase of \$5 from 2019). The Town's 2020 budget provides funding for these services.

For a number of years the Town has utilized the services of Aldrich & Cox, Inc. (formerly Holfoth Risk Management) to obtain an objective third-party assessment of all risk related matters. The Administration's Insurance Committee has greatly valued the good counsel and wealth of experience Aldrich & Cox, Inc. / Holfoth has provided in the past in helping to manage the Town's many and varied risks.

I would be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Paula Parker  
Director of Finance

AGREEMENT

THIS AGREEMENT, made effective as of January 1, 2020, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town," and Aldrich & Cox, Inc., with offices at 3075 Southwestern Blvd., Suite 202, Orchard Park, New York 14127-1287, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to assist the Town by providing professional independent risk management consulting services, as part of the Town's overall risk management program, on a demand basis.
2. The term of this agreement shall be from January 1, 2020 through December 31, 2020. Either party may terminate this contract at any time upon 30 days written notice to the other party.
3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor at the hourly rate of \$140. (One Hundred Forty Dollars). Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s), supported with such information and documentation necessary to substantiate the claim, approved by the Supervisor or his designee, audited by the Director of Finance, and approved for payment by the Town Board. If this contract is terminated by either party, the Contractor will be paid based upon the time incurred but not billed as of the date of the termination of this agreement.
4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.
5. This contract shall be deemed executory only to the extent that funding is available, and the Town shall incur no liability beyond the funds budgeted therefore.
6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

8c

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.
9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town of any of its officers and/or employees, and resulting from services which the Contractor may perform for the Town pursuant to this agreement (and to the extent of Contractor's insurance).

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

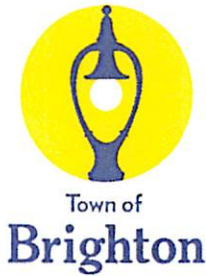
TOWN OF BRIGHTON

By: \_\_\_\_\_  
William W. Moehle, Supervisor

ALDRICH & COX, INC.

By:  \_\_\_\_\_  
Charles H. Cox, President

Fed. I.D.# 16-0870479



## Public Works Department

Mike Guyon, P.E.  
Commissioner of Public  
Works

December 16, 2019

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Authorization of Bids for 2020 (Highway/Sewer/DPW)

Dear Chairperson DiPonzio and Committee Members:

Authorization is requested to solicit bids as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2020 Budget:

- Sidewalk construction and repairs (including French Road and North Landing Road Sidewalks)
- Street Lighting Repair and Electrical Services
- Pavement profiling (milling)
- Gutter Replacement
- Curb Replacement and Installation
- Paver rental
- Vehicle tires and appurtenances
- Cured-in-place pipe lining
- Equipment and Machinery replacement per the 2020 Capital Improvement Plan
- Procurement of Highway Materials
- Procurement of Pavement and Signage Marking and appurtenances
- Building Repair and Maintenance
- Mowing
- GIGP Maintenance Services
- Landfill Grinding and Hauling of Ground Materials Services
- Shredding Services
- Replace Existing Cobra Head Lights with LED Lights
- Bucket Truck with Operator
- Emerald Ash Bore treatment.
- Tree Removal Services
- Arborist Services
- Farmers Market Building Improvements

Furthermore, it is recommend that the use of State, County, City or other bids also be authorized for goods and services, when in the best interest of the Town.

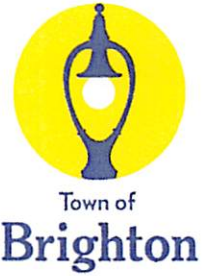
As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 2, 2020 meeting in the event that you have any questions regarding this matter.

Very truly yours,

Michael E. Guyon, P.E.

cc: T. Anderson  
S. Zimmer  
P. Parker  
A. Banker  
B. Monroe  
K. Gordon





10  
Public Works  
Department

Mike Guyon, P.E.  
Commissioner of Public  
Works

December 16, 2019

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

re: Authorization of Bids/RFQ's for 2020  
DPW/Town Facilities

Dear Chairperson DiPonzio and Committee Members:

Authorization is requested to solicit bids for materials, equipment and services as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2020 Budget.

Hardware, Landscaping Materials, Hand/Garden Tools, Paint, Electrical, Plumbing, HVAC and Miscellaneous Building Supplies. In addition, the 2020 CIP includes professional services for the design of a replacement roof for the library. We are requesting authorization to prepare an RFQ for these services.

Furthermore, it is recommend that the use of State, County, City or other bids also be authorized for the above goods and services, when in the best interest of the Town.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 2, 2020 meeting in the event that you have any questions regarding this matter.

Very truly yours,

Michael E. Guyon, P.E.

cc: C. Roscoe  
T. Anderson  
S. Zimmer  
G. Donofrio  
P. Parker  
A. Banker  
B. Monroe  
K. Gordon



11a



## Building and Planning Department

Commissioner of Public Works – Michael Guyon, P.E.

**Ramsey Boehner**  
Town Planner

December 20, 2019

Honorable Finance Committee  
Town of Brighton  
2300 Elmwood Avenue  
Brighton, NY 14618

Re: Award of Professional Service Contract  
Cohen Law Group  
Wireless Telecommunication and Small Cell Regulations Update

Honorable Members:

The Town's wireless telecommunication facility regulations were originally adopted in 1997 and codified as Article VIII in Chapter 207 of the Town of Brighton Comprehensive Development Regulations. Since that time, The Town has been approached by "small cell" providers seeking to locate infrastructure both in the Town's right-of-way and on private property. Small cell was not contemplated when regulations were adopted in 1997. In addition, the Town is aware of amendments to the Telecommunication Act and the FCC Small Cell Order 18-133 that became effective on January 14, 2019 and the time constraints that are imposed on local governments to accomplish compliance.

Mindful of the need to undertake a comprehensive review of the federal regulatory trends in this area, it is recommended that the Town seeks the specialized services of a consultant to assist the Town in updating its local laws with regard to wireless telecommunications and small cell regulations.

We have prepared and distributed a request for proposal (RFP) seeking professional services to assist the Town in updating the Town Code.

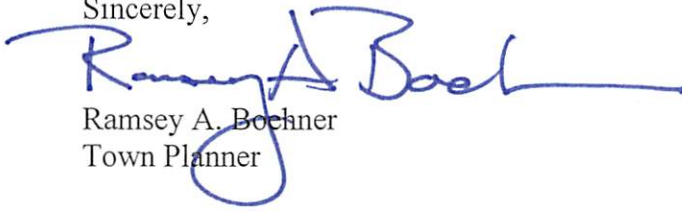
I recommend that an award be approved for the Cohen Group to assist the Town in updating its local laws with regard to wireless telecommunications and small cell regulations. This recommendation is made pursuant to our standard procedure. Four firms submitted proposals (Cohen Law Group - \$19,800; Wendel - \$36,100; CityScape Consultants - \$59,500; and CTC Technology & Energy - \$80,000).

Unfortunately, funds for the proposed professional services were not approved in the 2020 budget. Therefore, I also recommend that the Finance Department be authorized to make the necessary budget amendments from any available funds to cover the cost of the proposed professional services.

I further recommend that the Town Supervisor be authorized to enter into an agreement with the Cohen Group for a maximum not-to-exceed cost of \$19,800

1/5

Sincerely,

A handwritten signature in blue ink, appearing to read "Ramsey A. Bochner". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ramsey A. Bochner  
Town Planner

cc: Mike Guyon, Commissioner of Public Works

I:\Ramsey\Town Board\FinanceCommitteeletter5Gcontractletter



12a  
Office of the Town Supervisor

The Honorable William W. Moehle

**Bridget Monroe**  
Assistant to Town Supervisor

December 31, 2019

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Agreement with the Electronic Field Productions, Inc.

Dear Chairman DiPonzio and Committee Members:

I respectfully request authorization for the Supervisor to enter into an agreement with Electronic Field Productions, Inc. for the provision of video production and cable-television management services for 2020 at an annual cost of \$52,000. This is the same amount as paid in 2019. Funds for this agreement are available in the 2020 budget.

Thank you for your consideration of this matter.

Respectfully Submitted,

Bridget Monroe  
Assistant to the Supervisor

**AGREEMENT**

THIS AGREEMENT, made this 23 day of December in the year 2020, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York, 14618, hereinafter referred to as the "Town", and Electronic Field Productions, Inc., with offices at (or residing at) ~~155 Sanford Street, Rochester, New York, 14620~~, hereinafter referred to as the "Contractor". 2960 Atlantic Ave  
Penfield, NY 14526 *RFH*

**WITNESSETH**

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the Town of Brighton:

**A. Live Cablecast of Brighton Town Board Meetings**

Brighton Town Board Meetings are typically the second and fourth Wednesday of each month at 7:00 PM (some exceptions may occur).

Set up and operation of video equipment for cablecast of Town Board meetings, provide technicians including director/technical director, remote camera operator, audio engineer, provide DVD and tape master using gold DVDs and additional copies as required by Town supervisor and/or other authorized representative/s of same.

Maintain video archive library of Town Board meetings.

Maintain on-site and off-site storage backup systems.

Manage live web streaming of Town Board meetings to Town website through YouTube live streaming services.

Provide and manage all media endeavors that support the open Government methodology.

**B. Location Video Production**

12c

Utilize the Town's equipment to record video and audio for the Town as needed.

**C. Cable Television Operations**

Perform operation and general maintenance of the Brighton cable television facility located at Brighton Town Hall, including but not limited to the loading of video content to the Leightronix UltraNexus 2+2 video server, preparation of graphics for community video bulletin boards on channels 12 and 15, the programming of UltraNexus computer system for cable casting per program schedule, preparation of the program schedule for channels 12 and 15, and duplication of Town Board meeting DVDs.

Work with the Brighton School District, which shares airtime of channel 12 between the hours of 7:00 AM – 7:00 PM.

Work with Spectrum and/or any other cable television service providers to ensure proper broadcasting services for PEG access (public, education and government broadcasting).

2. The term of this agreement shall be from January 1, 2019 to December 31, 2019. This contract may be terminated by the Town of Brighton upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed **fifty-two thousand dollars (\$52,000.00) per annum**. Said sum shall be paid as follows: **monthly installments of \$4,333.00**; invoices payable within 30 days.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Assistant to the Supervisor, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to section two, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

12d

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.

6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent Contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Laws of the State of New York as set forth in Section 290 – 301 of the Executive Law of the State of New York.

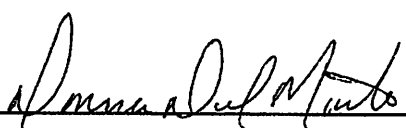
9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Town of Brighton

By: \_\_\_\_\_  
William W. Moehle, Supervisor

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Electronic Field Productions

Date: 12/23/19

EFP Fed.. ID #: 16-1460510



13a  
Office of the Town Clerk

Daniel Aman, RMC  
Town Clerk & Receiver of Taxes

To: Honorable Town Board  
From: Daniel Aman, Town Clerk & Receiver of Taxes  
Date: January 2, 2020  
Re: Cyber Insurance Policy Renewal

Our Cyber Insurance policy expires on January 18. I have enclosed the 20-21 Cyber renewal proposal. The new annual premium of \$9300 reflects an increase of \$2000 due to the increase in our revenues and the claim that we filed last year.

Thank You,

Daniel Aman  
Town Clerk / Receiver of Taxes  
Town of Brighton





**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

## BEAZLEY BREACH RESPONSE

## QUOTE

QUOTE ISSUED: 30-Dec-2019

Renewal of: V21A64190201

ARC Excess & Surplus of New England - Middletown, CT  
1125 Middle Street  
Suite 202 B  
Middletown, CT 06457-1526

RE: Town of Brighton  
**INSURANCE QUOTE: BEAZLEY BREACH RESPONSE**

We are pleased to offer the following quote for the above captioned account.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

For additional information on this product offering, please access our marketing materials.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

Best Regards,

**Beazley Group**  
30 Batterson Park Rd.  
Farmington, CT 06032



INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2020.

13c

COVERAGE SCHEDULE (Currency in USD)	
LIMITS	OPTION #1
<b>Breach Response</b>	
Notified Individuals:	100,000
Legal, Forensic & Public Relations/Crisis Mgmt:	\$1,000,000
THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY	
Policy Aggregate Limit of Liability:	\$2,000,000
<b>Additional Breach Response Limit</b>	
Additional Breach Response Limit:	\$2,000,000
<b>First Party Loss</b>	
Business Interruption Loss:	
<i>Resulting from Security Breach:</i>	\$2,000,000
<i>Resulting from System Failure:</i>	\$2,000,000
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	\$100,000
<i>Resulting from Dependent System Failure:</i>	\$100,000
Cyber Extortion Loss:	\$2,000,000
Data Recovery Costs:	\$2,000,000
<b>Liability</b>	
Data & Network Liability:	\$2,000,000
Regulatory Defense & Penalties:	\$2,000,000
Payment Card Liabilities & Costs:	\$2,000,000
Media Liability:	\$2,000,000
<b>eCrime</b>	
Fraudulent Instruction:	\$250,000
Funds Transfer Fraud:	\$250,000
Telephone Fraud:	\$250,000
<b>Criminal Reward</b>	
Criminal Reward:	\$50,000
<b>RETENTIONS</b>	
<b>Breach Response</b>	
Legal, Forensic & Public Relations/Crisis Mgmt:	\$5,000; \$2,500 for Legal
Each Incident, Claim, or loss:	\$10,000
Retention for Cyber Extortion Loss:	\$1,000
<b>PREMIUM</b>	<b>\$9,300</b>

INSURED: Town of Brighton  
This quote will remain in effect until 18-Jan-2020.

13d

#### GENERAL INFORMATION

**Quote Effective Until:** 18-Jan-2020

**Broker:** ARC Excess & Surplus of New England - Middletown, CT  
1125 Middle Street  
Suite 202 B  
Middletown, CT 06457-1526

**Named Insured:** Town of Brighton  
2300 Elmwood Ave  
Rochester, NY 14618

**Insurer:** Beazley Insurance Company, Inc. (Admitted)

#### POLICY INFORMATION

**Policy Period:** From: 18-Jan-2020 To: 18-Jan-2021  
Both at 12:01 a.m. Local Time at the Named Insured Address

**Continuity Date:** 18-Jan-2018

**Optional Extension Period:** 12 Months  
36 Months

**Optional Extension Premium:** 95% of the Annual Policy Premium for 12 months  
190% of the Annual Policy Premium for 36 months

**Notified Individuals Threshold:** 100 Notified Individuals

**Waiting Period:** 8 Hours

**Policy Form:** Beazley Breach Response (F00653 112017 ed.) with  
BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2020.

13e

### SUBJECTIVITIES

In accordance with your request for a proposal and based on the information submitted, this quote is provided, subject to receipt, favorable review and written acceptance of the following information:

1. Signed and dated version of the submitted Application (with no changes in underwriting information)

In order to complete the review process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

### ENDORSEMENTS EFFECTIVE AT INCEPTION

- |     |                        |  |
|-----|------------------------|--|
| 1.  | E10595 112017 ed.      | Asbestos, Pollution, and Contamination Exclusion Endorsement   |
| 2.  | E11122 012018 ed.      | Cap on Losses Arising Out of Certified Acts of Terrorism   |
| 3.  | A01667NYFTZ 102018 ed. | New York Free Trade Zone Amendatory Endorsement  |
| 4.  | A01668NYFTZ 022018 ed. | New York Free Trade Zone Required Addendum to Declarations Page and Application  |
| 5.  | BICMU05090406          | Nuclear Exclusion  |
| 6.  | E06928 042015 ed.      | Policyholder Disclosure Notice of Terrorism Insurance Coverage   |
| 7.  | E02804ANY 112011 ed.   | Sanction Limitation and Exclusion Clause - New York  |
| 8.  | E10602 112017 ed.      | War and Civil War Exclusion  |
| 9.  | E11294 032018 ed.      | Amend Data Recovery Costs  |
| 10. | E12604 012019 ed.      | Amend Definition of Data   |
| 11. | E07594 112017 ed.      | Amend Notified Individuals Threshold   |
| 12. | E12698 022019 ed.      | Amend Other Insurance Clause – Primary With Respect To Breach Response Services And First Party Loss   |
| 13. | E11595NYFTZ 082018 ed. | Amendatory Endorsement <ul style="list-style-type: none"><li>• Broker Name: <i>ARC Excess &amp; Surplus of New England</i></li></ul>         |
| 14. | E11783 072018 ed.      | Computer Hardware Replacement Cost <ul style="list-style-type: none"><li>• Sublimit: <i>\$100,000</i></li></ul>                              |
| 15. | E10675 012019 ed.      | Contingent Bodily Injury With Sublimit Endorsement <ul style="list-style-type: none"><li>• Sublimit: <i>\$250,000</i></li></ul>              |
| 16. | E12968 052019 ed.      | CryptoJacking Endorsement <ul style="list-style-type: none"><li>• Sublimit: <i>\$100,000</i></li><li>• Retention: <i>\$10,000</i></li></ul>  |
| 17. | E11848 072018 ed.      | Invoice Manipulation Coverage <ul style="list-style-type: none"><li>• Limit: <i>\$100,000</i></li><li>• Retention: <i>\$10,000</i></li></ul> |
| 18. | E10944 032019 ed.      | Post Breach Remedial Services Endorsement  |
| 19. | E13038 062019 ed.      | Reputation Loss  |

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2020.

13f

- Limit: \$1,000,000

- Retention: \$10,000

20. E13372 092019 ed.

State Consumer Privacy Statutes Endorsement

21. E12967 052019 ed.

Voluntary Shutdown Coverage

# Beazley Breach Response (BBR) Information Pack

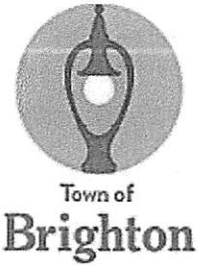
**Our BBR information pack is now available online. To access the information pack visit [www.beazley.com/cyberservices](http://www.beazley.com/cyberservices).**

**We have migrated from a PDF to a web based version so you will always have access to the most up to date information.**

**Visit our cyber services page to access:**

- A listing of your breach response services and our current panel of service providers.
- Information on the risk management tools and resources included with your policy including information on our in-house risk management portal, [www.beazleybreacholutions.com](http://www.beazleybreacholutions.com)
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online.

Visit [www.beazley.com/cyberservices](http://www.beazley.com/cyberservices)



# Office of the Town Supervisor

The Honorable William W. Moehle

**Bridget Monroe**  
Assistant to Town Supervisor

December 31, 2019

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Agreements with Interpretek and Sign Language Connections for American Sign Language Interpreters for Town Board Meetings

Dear Chairman DiPonzio and Committee Members:

I respectfully request authorization for the Supervisor to enter into agreements with Interpretek and Sign Language Connections in an amount not to exceed \$7,500 for the provision of American Sign Language (ASL) interpreters at our biweekly Town Board meetings for 2020. As you know, the Town began providing ASL interpreters at our Town Board meetings in 2019 in order to increase access for deaf and hard of hearing residents.

Interpretek and Sign Language Connections are both local companies that provide ASL interpreters at similar cost. The cost for one interpreter working more than one hour is about \$59 per hour. Since two interpreters will be necessary for every meeting, the fee for a two hour meeting would be about \$236. If meetings run over two hours, and the interpreters are available, they could continue working with billing on the half hour. The interpreters will also appear on-screen in a separate small box in the live video of the meeting.

Funds for this agreement are available in the 2020 budget.

Thank you for your consideration of this matter.

Respectfully Submitted,

Bridget Monroe  
Town Supervisor



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## Community Interpreting Service Agreement

Thank you for your interest in Interpretek and our American Sign Language interpreting services. Our strong commitment to quality, professionalism, and detail has distinguished Interpretek as a leader in our field. Our interpreters uphold the highest professional standards and have demonstrated the skills necessary to facilitate effective communication in a variety of settings. As a result, we are able to guarantee the quality of services we provide.

**1 Hour Appointments.....\$79.00/hour**

**1-2 Hour Appointments**

**Charged two hours (charged in 30 min increments over 2 hours).....\$59.00/hour**

**Legal/Mental Health Appointments**

**First hour .....\$85.00/hour**

**Additional hours.....\$69.00/hour**

**Late Fee Rate**

**One hour (1 Hour Rate + 25%).....\$98.75/hour**

**Over one hour (1-2 Hour Rate + 25%).....\$73.75/hour**

**Travel Charge**

**For appointments 20+ minutes one-way.....negotiated**

- Standard one hour minimum reservation required for each assignment with charges based on interpreter's *scheduled* time, unless the reservation goes beyond that.
- An additional 25% charge may be applied for requests made with less than 48 hours' notice.
- Assignments requiring travel one-way of 20+ minutes may incur a travel charge; discussed when reserving services.
- Billing will apply without 48 hour/2 business day advanced notice for canceled assignments.
  - For example, a Monday assignment must be canceled by Thursday morning.
- In accordance with professional standards, any request over one hour and/or any technical or intense assignment may require two interpreters (*rates above are per interpreter*).
- Payment is due upon receipt of invoice. For your convenience we accept cash, check, American Express, MasterCard and Visa.
- In some cases, a credit card is required to guarantee assignment time. Your card will be charged if the invoice is not paid within 15 days of receipt.
- Accounts not paid in full within 30 days of the date of invoice are subject to a 1% monthly finance charge on the balance.

I agree to these terms and conditions,

\_\_\_\_\_  
Organization/company name and complete billing address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title





Sign Language Connection, Inc  
Professional Interpreting Services

3495 Winton Place  
Building E, Suite 210  
Rochester, NY, 14623

www.slc-inc.com

Business Meetings

Education/Training

Medical

Mental Health

Legal/Court

Police

Emergencies

Conferences

Conventions

Theatre

Social Events

Religious Events

Deaf Interpreters

Corporate Classes/  
Workshop

Mediation

## Interpreting Rate Schedule

Effective January 1, 2020

Our interpreters are carefully screened for skills and professional conduct. SLC is a NYS Certified Woman Owned Business Entity. All services are insured. Please inquire about rates for requests which are legal in nature.

### **STANDARD RATES: (Per interpreter)**

Hourly rate	\$60 (\$62 CC-Credit Card)
One hour or less	\$87 (\$90 CC)
More than 2 hours billed in 1/2 hour increments	\$30 per half hour (\$31.00 CC)

### **EXCEPTIONS:**

**Requests made with 1 business days' notice or less will be charged an additional 25% on the above rates.** Examples: Requests made on Monday for Tuesday. Requests made on Friday for the following Monday.

**EMERGENCY RATES:** 24-hour service is available for life threatening situations. Per hour rate: \$125.00. (\$129.00 CC) There is a 2-hour minimum for all emergency calls. Emergency calls are received at (585) 503-5182.

### **TERMS**

- Jobs lasting more than an hour require two interpreters. This is to protect interpreters from physical harm and maintain the integrity of the interpreted message. Waivers to this policy are at SLC's discretion.
- Travel time will be charged for work outside Monroe County. Travel time is charged at the hourly rate above, portal to portal. The need for travel charges will be discussed at the time of request.
- Cancellations must be made with at least one business day's notice to avoid charges. No-shows or last-minute cancellations will be billed in full unless otherwise stipulated at the time of request. (ex. Requests for Monday must be received by the end of the business day on Thursday before.) No charge for cancellations due to natural disasters or national emergency. Roads must be closed by the County. Localized power outages are billable.
- Because SLC cannot control the actions of independent contractors, we cannot be held responsible if an interpreter does not show up to a job. Customers are not charged.
- Invoices for services will be sent within two weeks of the service provided. Payment is expected within 30 days.
- **Our work is guaranteed.** If you do not receive quality service, we will refund your money.

We also provide VRI, and CART services as well as spoken language interpretation and translation. Please inquire.

### **CONTACT INFORMATION**

Requests can be made via phone or email at [scheduling@slc-inc.com](mailto:scheduling@slc-inc.com).

Business hours are Monday through Friday, 8:30 – 4:30.