

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

Meeting Date: Tuesday, March 3, 2020

Location: Downstairs Meeting Room, Brighton Town Hall

1. Approval of Minutes – Receive and file minutes of the February 20th, 2020 meeting.
2. Discussion with Raymond F. Wager, CPA, regarding the upcoming financial audit of the Town for the year ending 12/31/2019
3. Approve renewal for 2020 & 2021 Employee Assistance Program (EAP) contract with Strong EAP (Personnel Dept.) – Request from Tricia VanPutte for Town Board action to authorize the Supervisor to execute a two-year contract with Strong EAP for employee EAP services for a two year period beginning on January 1, 2020 and ending on December 31, 2021 in an annual amount to to exceed \$4,622 (or \$9,244 for both years). The contract represents a 3% increase from the 2019 contract (see letter from T. VanPutte).
4. Authorize title change and amendment to Part Time Permanent & Seasonal Employee Wage Schedule (Recreation Dept.) – Request from Rebecca Cotter for Town Board action to authorize and approve an amendment to the existing Part Time Permanent & Seasonal Employee Wage Schedule. The amendment will eliminate two titles – Recreation Supervisor (removed) and Recreation Leader titles. The Recreation Leader titles will be replaced with the Recreation Assistant titles. This amendment is to be in compliance with Civil Service changes affecting some of our Recreation titles. This will not impact any of the rates of pay on the schedule (see letter from R. Cotter).
5. Approve budget transfer of \$2,815 in the Highway Fund budget (Highway Dept.) – Request from Tim Anderson for Town Board action to transfer funds in the Highway budget as follows:

From:	D.HWY.5130.2.30	Highway Equipment	\$2,815
To:	D.HWY.5140.2.13	Computer Equipment	\$2,815

The funds are to be used to purchase a rugged laptop to allow Town mechanics to diagnosis Mack Trucks in the field (see letter from T. Anderson).
6. Approve Arborist Reimbursement and budget amendment for services (Public Works Dept.) – Request from Mike Guyon for Town Board action to approve an arborist review of three trees in the Town’s Right of Way on Clover St/Greenaway Road. The cost of the arborist will be reimbursed by the homeowner as per our Forestry Plan in the amount of \$720. This will require a budget appropriation to each of the accounts as follows:

Rev:	A.DPW.8020.2560	Contracted Exp. Reimbursemt	\$720
Exp:	A.DPW.8020.4.49	Contracted Services	\$720

The homeowner has provided the Town with a check (see letter from M. Guyon).

7. Promotion from Laborer to Motor Equipment Operator (MEO) effective March 16, 2020 (Highway Dept.) – Request from Mike Guyon for Town Board action to approve the promotion of Mr. Darrell Roberson from Laborer to Motor Equipment Operator (MEO) effective 3/16/2020. There will be a probationary period of 26 weeks, with all other terms as outlined in the CSEA bargaining unit agreement (see letter from M. Guyon).
8. Promotion from Motor Equipment Operator (MEO) to Construction Equipment Operator (CEO) effective March 16, 2020 (Highway Dept.) – Request from Mike Guyon for Town Board action to approve the promotion of Brad Giddings from MEO to Construction Equipment Operator effective 3/16/2020. There will be a probationary period of 26 weeks, with all other terms as outlined in the CSEA bargaining unit agreement (see letter from M. Guyon).
9. Authorize the solicitation of bids for the interior improvements to the Farmer's Market existing barn (Public Work's Dept.) – Request from Mike Guyon for Town Board action to authorize the solicitation of bids for the interior improvements on the Farmer's Market Barn. The bid documents are 80% complete and the project is ready to be let for bid. This is phase II of the project and funds have been appropriated (SAM grant) in the 2020 Capital Projects budget (see letter from M. Guyon).
10. Declare one 2009 Ford Crown Victoria Sedan in the Fire Marshal's Department as surplus to be sold at municipal auction (Public Work's Dept.) – Request from Mike Guyon for Town Board action to declare the 2009 Ford Crown Victoria Sedan VIN ending with 140711 as surplus to be sold utilizing either the Municipal online auction or the Municipal live auction this coming spring. This vehicle was replaced recently by acquiring a newer model vehicle from the Police Department (see letter from M. Guyon).
11. Authorize Contract renewal with Roman Construction Development Corporation with a 3% increase proposed not to exceed \$169,200 (Public Works Dept.) – Request from Chad Roscoe for Town Board action to authorize a contract renewal with Roman Construction Dev. Corp with a 3% cost increase – in a total amount not to exceed \$169,200. This will complete approximately 1,590 and 14,149 square feet of Town wide and district sidewalks respectively. Funds are available in the 2020 Town Wide Sidewalk and Sidewalk Special District accounts (see letter from C. Roscoe).
12. Appropriate / Re-appropriate Capital Projects Budgets (Finance) – Request from Suzanne Zaso to appropriate the approved 2020 budgeted capital projects; to re-appropriate the remaining budget estimates of unrealized revenues and expenses for the Capital Projects authorized prior to 2020; and to appropriate interest earned (excluding borrowed funds) (see memo and list from Suzanne Zaso).

13. DISCUSSION: TO BE ADDED TO BOARD AGENDA: New Hire for Office Clerk III in Recreation Department – Rebecca Cotter will be making a final decision on filling this position; however this will not be done until after the FASC meeting today. Becky will forward a letter outlining the hiring details which will be placed on the Board Meeting agenda for March 11, 2020 under the executive session part of the agenda due to the sensitive nature of the appointment.

14. DISCUSSION: TO BE ADDED TO BOARD AGENDA: New Hire for Office Part Time Clerk II in the Sewer Department – Mike Guyon will be making a final decision on filling this position; however the communication was not done in time for today's FASC meeting. Mike will forward a letter outlining the hiring details which will be placed on the Board Meeting agenda for March 11, 2020 under the executive session part of the agenda due to the sensitive nature of the appointment.

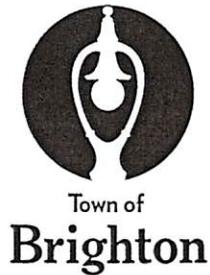
The next regularly scheduled meeting of the FASC will be held on **TUESDAY, MARCH 17, 2020 at 3:30 p.m.** in the Stage Conference room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

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

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Personnel Department

Tricia Van Putte
Director of Personnel



January 1, 2020

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

Re: Strong EAP Contract for 2020 & 2021

Dear Honorable Members:

I am requesting that the Town Board approve the renewal of the 2020 & 2021 Employee Assistance Program (EAP) contract with UR Medicine EAP of the University of Rochester Medical Faculty Group. Strong EAP has been our EAP consultant since 2008 and they have provided the Town and our employees with excellent service. I am also requesting that the Town Board authorize the Supervisor to execute any related documents.

The cost for 2020 and 2021 is a fixed rate of \$23.11 per employee, based on a total of 200 employees. This represents a 3% increase over the rate of \$22.44 for the 2019 contract. The total contract amount for 2020 and 2021 is proposed at \$4,622 per year or \$9,244.00 for 24 months.

I will be happy to respond to any questions you may have regarding this matter.

Sincerely,



Tricia VanPutte
Director of Personnel

Cc: Paula Parker, Director of Finance



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 16 day of January, ²⁰²⁰ 2019 by and between, **Town of Brighton, 2300 Elmwood Avenue, Rochester, NY 14618**, as plan sponsor and on behalf of its EAP program, hereinafter known as "**Town of Brighton**" and the University of Rochester Medical Faculty Group, a division of the University of Rochester, on behalf of the Department of Psychiatry, providing services through its Employee Assistance Program, located at 496 White Spruce Blvd., Rochester, New York 14623, hereinafter known as "UR Medicine EAP".

WITNESSETH:

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

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

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

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

Section 1. **DESCRIPTION OF SERVICES**

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

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

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

C. UR Medicine EAP agrees to assume responsibility for the promotion of the program, including various brochures and posters. Included in the promotional activities are posters,

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

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

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

F. UR Medicine EAP offers a series of wellness programs, which address individual issues that can affect the workplace. Such programs include: Developing Resiliency While Moving through Change, Conflict Resolution Skills, Effective Communication Skills, Coping with Relationships: How Close Is Too Close, Food and Mood, Diabetes and Mental Health, When Substance Abuse Comes to Work, Dealing with Difficult People, Depression, and Self-Esteem. Five (5) one-hour programs will be offered at the **Town of Brighton's** site under this contract. Additional programs will be billed at a rate of \$150/hour. Additional program development and presentations will be billed at \$500.00

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

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

difficulties, and personal problems such as marital and family difficulties, employment concerns, and stress caused by legal, financial, and credit problems.

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

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

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

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

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

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

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

Section 2. TERM AND TERMINATION

This agreement shall remain in effect for a two (2) year term and commence on January 1, 2020 and terminate on December 31, 2021.

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

- a. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other party;
- b. Either party may terminate this Agreement for cause upon 30 days prior notice to the other party if the noticed party fails to fulfill any of its material obligations and responsibilities under this Agreement. The termination notice shall include the specifics of the other party's alleged default and specify the termination date. Failure to cure such default within the 30-day notice period shall result in an automatic termination of this Agreement.

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

Section 3. FEE

The Town of Brighton agrees to pay UR Medicine EAP a sum of \$4,622.00 annually [based on 200 employees x \$23.11], or \$9,244.00 for the two year term, which will be paid by the Town of Brighton to UR Medicine EAP in two (2) installment of \$4,622.00 each, with the first installment due on the first day of the contract and the second installment due on January 1, 2021, until a total of \$9,244.00 is received by UR Medicine EAP.

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

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

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

Section 4. INDEMNIFICATION AND OBLIGATION TO COMPLY WITH LEGAL REQUIREMENTS

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

Section 5. EQUAL OPPORTUNITY

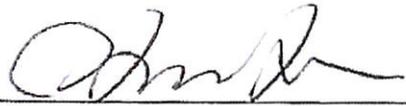
Both parties are committed to equal opportunity for all persons regardless of race, religion, color, age, sex, handicap, national origin, marital status, disabled veteran, or Vietnam veteran status.

This constitutes the entire agreement.

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

TOWN OF BRIGHTON
BY: 
William Moehle, Town Supervisor

**DEPARTMENT OF PSYCHIATRY
UNIVERSITY OF ROCHESTER**
BY: 
Ann Cornell, PsyD
Director, UR Medicine EAP

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

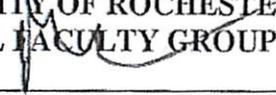
**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**
BY: 
Michael Rotondo, MD
CEO UR Medical Faculty Group
Taxpayer Id. No.: 16-0743209

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between Town of Brighton, 2300 Elmwood Avenue, Rochester, NY 14618, as plan sponsor and on behalf of its EAP program (“Covered Entity”) and University of Rochester Medical Faculty Group (“University” or “Business Associate”), and is effective as of the date when Business Associate first performs services for University as described in Section 1 hereof.

1. BACKGROUND AND PURPOSE. Covered Entity has retained Business Associate to provide certain services for Covered Entity as described in a Services Agreement with an effective date of January 1, 2020 (the “Engagement”). The Engagement requires Business Associate to be provided with, to have access to, to create, to maintain, and/or to transmit Protected Health Information (“PHI”) that is subject to the Health Insurance Portability and Accountability Act, 42 U.S.C. §1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, 42 U.S.C. §17901 (“HITECH”), and the federal privacy and security regulations issued pursuant to HIPAA and HITECH and codified at Title 45 Parts 160 and 164 of the Code of Federal Regulations, as may be amended from time to time. HIPAA, HITECH, and the regulations issued thereunder from time to time are collectively referred to herein as the “Rules”. Covered Entity hereby acknowledges that it is a Covered Entity and Business Associate acknowledges that it is a Business Associate of Covered Entity.

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

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

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

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

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

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

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

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

- a. Use and Disclose the PHI as reasonably necessary to perform its obligations under the Engagement, provided that such Use or Disclosure would not violate the Rules if done by Covered Entity;
- b. Use the PHI in its possession for Business Associate's proper management and administration and to carry out its legal responsibilities;
- c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out its legal

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responsibilities, provided that: (i) the Disclosures are Required By Law; or (ii) Business Associate obtains reasonable assurances from the third party, in writing, that the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached; and

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

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

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

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

4. TERM AND TERMINATION.

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

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

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

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b. Immediately terminate this Agreement and the Engagement on written notice to Business Associate.

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

5. MISCELLANEOUS.

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

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

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

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

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

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

5.7 Notice. All notices and other communications given or made pursuant hereto will be in writing and will be given (and will be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return receipt requested), or by a nationally recognized courier service to the parties at the following addresses or, if sent by facsimile, to the parties at the facsimile numbers specified below, or to such other address and numbers as a party has furnished to the other by notice given in accordance with this Section 5.7.

To: Business Associate:
UR Medicine EAP
496 White Spruce Boulevard
Rochester, New York 14623
Attention: Director, EAP

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

To:
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

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

TOWN OF BRIGHTON

By: 
Print Name: William W. Moente
Print Title: Supervisor
Date: 11/16/20

UNIVERSITY OF ROCHESTER
UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP

By: 
Print Name: Michael Rotondo, M.D.
Print Title: CEO UR Medical Faculty Group
Date: 1/23/2020

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

5.7 Notice. All notices and other communications given or made pursuant hereto will be in writing and will be given (and will be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return receipt requested), or by a nationally recognized courier service to the parties at the following addresses or, if sent by facsimile, to the parties at the facsimile numbers specified below, or to such other address and numbers as a party has furnished to the other by notice given in accordance with this Section 5.7.

To: Business Associate:
UR Medicine EAP
496 White Spruce Boulevard
Rochester, New York 14623
Attention: Director, EAP

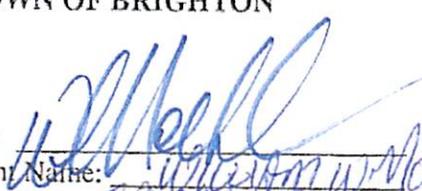
With a copy to:
Chief Privacy Officer
University of Rochester
601 Elmwood Avenue, Box 700
Rochester, New York 14642
Fax number: (585) 784-6163

To:
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

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

TOWN OF BRIGHTON

UNIVERSITY OF ROCHESTER
UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP

By: 
Print Name: William W. Montrose
Print Title: Supervisor
Date: 11/16/20

By: _____
Print Name: Michael Rotondo, M.D.
Print Title: CEO UR Medical Faculty Group
Date: _____

4a

Recreation
Department

Rebecca Cotter
Recreation Director



February 19, 2020

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

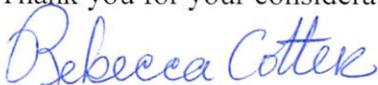
RE: Part Time Permanent & Seasonal Employee Wage Schedule

I respectfully request your permission to authorize Supervisor Moehle amend the existing Part Time Permanent & Seasonal Employee Wage Schedule to accommodate recent changes mandated by Monroe County Civil Service. This amendment will eliminate the Recreation Supervisor Title and the Recreation Leader Titles in all groups which will be replaced with equivalent Recreation Assistant Titles. See attached updated Wage Schedule

This change will not impact any budgets or rates of pay. This is an internal restructure of titles only to be in compliance with Civil Service.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,



Rebecca J. Cotter
Recreation Director
Town of Brighton

Proposed Title Changes for Recreation Season Staff - March 2020

Old Title	New Title	Group
Recreation Leader I	Recreation Assistant I	VII (7)
Recreation Leader II	Recreation Assistant II	VI (6)
Recreation Leader III	Recreation Assistant III	V (5)
Recreation Assistant I	Recreation Assistant IV	IV (4)
Recreation Assistant II	Recreation Assistant V	III (3)
Recreation Assistant III	remove title	was II (2)
Recreation Supervisor	remove title	was VII (7)

Proposed

4c

TOWN OF BRIGHTON
PART-TIME PERMANENT AND SEASONAL EMPLOYEE WAGE SCHEDULE
2020 BUDGET

	Part-Time Seasonal		Part-Time Permanent				
	Step A	Step B	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Group I:</u> Cleaner	N/A	N/A	\$ 12.06	\$ 12.50	\$ 12.93	\$ 13.37	\$ 13.85
<u>Group II:</u> Telephone Operator Court Attendant Animal Control Officer II	N/A	N/A	\$ 13.86	\$ 14.37	\$ 14.88	\$ 15.44	\$ 15.97
<u>Group III:</u> Recreation Assistant V Clerk IV Office Clerk IV Student Intern	N/A	\$ 11.80	\$ 14.98	\$ 15.51	\$ 16.07	\$ 16.63	\$ 17.26
<u>Group IV:</u> Recreation Assistant IV Animal Control Officer I Seasonal Laborer	\$ 11.80	\$ 12.20	\$ 16.05	\$ 16.68	\$ 17.28	\$ 17.87	\$ 18.49
<u>Group V:</u> Recreation Assistant III Clerk III Office Clerk III Account Clerk/Typist	\$ 12.30	\$ 12.70	\$ 17.17	\$ 17.84	\$ 18.43	\$ 19.04	\$ 19.72
<u>Group VI:</u> Lifeguard II Recreation Assistant II	\$ 12.80	\$ 13.20	\$ 18.27	\$ 18.93	\$ 19.58	\$ 20.28	\$ 21.01
<u>Group VII:</u> Recreation Assistant I Supervising Lifeguard Clerk II Deputy Receiver of Taxes Drafting Technician (Seasonal) Payroll Clerk	\$ 13.30	\$ 13.70	\$ 19.70	\$ 20.47	\$ 21.17	\$ 21.89	\$ 22.70
<u>Group VIII:</u> Lifeguard I (WSI)	\$ 13.80	\$ 14.20	\$ 21.03	\$ 21.77	\$ 22.52	\$ 23.33	\$ 24.15
<u>Group IX:</u> Student Intern (Engineering)	\$ 14.30	\$ 14.70					
<u>Group X:</u> Micro Computer Support Technician Senior Payroll Clerk	N/A	N/A	\$ 23.19	\$ 24.38	\$ 25.56	\$ 26.86	\$ 28.22

Note: All clerical and telephone operator on-call positions will be paid at the Entry Step rate (Step 1) for the appropriate title. All other on-call positions for titles listed on this schedule will be paid at the seasonal rate.

This Wage Schedule provides for a 2% wage increase from 2019 for part-time permanent employees.

TOWN OF BRIGHTON
 PART-TIME PERMANENT AND SEASONAL EMPLOYEE WAGE SCHEDULE
 2020 BUDGET

	Part-Time Seasonal		Part-Time Permanent				
	Step A	Step B	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Group I:</u> Cleaner	N/A	N/A	\$ 12.06	\$ 12.50	\$ 12.93	\$ 13.37	\$ 13.85
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<u>Group VII:</u> Recreation Leader I Recreation Supervisor* Supervising Lifeguard Clerk II Deputy Receiver of Taxes Drafting Technician (Seasonal) Payroll Clerk	\$ 13.30	\$ 13.70	\$ 19.70	\$ 20.47	\$ 21.17	\$ 21.89	\$ 22.70
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This Wage Schedule provides for a 2% wage increase from 2019 for part-time permanent employees.



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

Tim Anderson
Deputy Highway
Superintendent

February 27, 2020

Honorable Finance Committee
Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: Transfer of funds: Computer Equipment - Laptop

Dear Chairman Diponzio and Committee Members:

I recommend that a transfer be approved from the following:

Highway – Equipment – Highway Equipment (D. HWY.5130 2.30) in the amount of \$2,815.00

To the following:

Highway – Highway Administration – Computer Equipment (D.HWY.5140 2.13) in the amount of \$2,815.00

The funds are proposed to be used to purchase a rugged laptop that will allow Town mechanics to diagnose Mack trucks mechanical health issues by using Mack vehicle diagnostic software. The vehicle diagnostic software was included in the purchase of a Mack dump/plow truck in 2019. The expenditure was not originally budgeted for 2020. I have identified sufficient appropriations in the D.HWY.5130 2.30 account to permit this. I will be available to answer any questions if needed.

Sincerely,

Timothy J. Anderson
Deputy Highway Superintendent

Cc: B. Monroe
P. Parker
M. Guyon
A. Banker



6
Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

February 26, 2020

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

re: Residential Development Clover St. and Greenaway Rd.
Arborist Reimbursement

Dear Chairman DiPonzio and Committee Members:

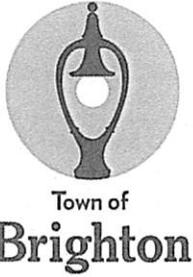
A developer is proposing to construct a single family house at the north end of Clover Street at the intersection of Greenaway Road. The applicant is proposing to utilize the Town of Brighton Right of Way to access the property. The construction of the driveway will require the removal of 3 Town trees which are located within the Town right of way. The Town of Brighton Forestry Plan states, "Upon receiving a request from a homeowner to remove a Town tree, the Commissioner shall require that the homeowner compensate the Town for the cost of a professional arborist to make an independent evaluation of the health, quality and value of the tree.

As discussed above, we have received a request from the homeowner to remove 3 trees from the Town right of way and we obtained a quote of \$720 from the Town Arborist, Arborview, to conduct an independent evaluation of the health, quality and value of these trees. The homeowner has provided a check in the amount of \$720 to reimburse the Town for the cost of the Arborist. Since this revenue and expenditure were unforeseen during the 2020 budget preparation, we are requesting that the 2020 revenues in account A.DPW.8020 2560, (contracted expense reimbursement) be increased by \$720 and the 2020 expenses in account A.DPW.8020 4.49, (contracted services) be increased by \$720.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 3, 2020 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon
Commissioner of Public Works



7
Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

February 27, 2020

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

re: Assignment of Truck #39 and Promotion
Laborer to Motor Equipment Operator, MEO

Dear Chairman DiPonzio and Committee Members:

Brad Giddings was recently promoted from his MEO position to fill the vacant CEO position, thus leaving a vacant MEO position. We received three applications for this position and selected Darrell Roberson to fill the vacancy. Therefore, I am recommending:

- 1) Mr. Darrell Roberson be promoted from laborer to Motor Equipment Operator, MEO, effective March 16, 2020 subject to Town Board action;
- 2) The promotion is subject to a 26-week probationary period effective as of March 16, 2020;
- 3) The other terms of hiring and employment shall also be in accordance with the current CSEA contract as well as other necessary documentation that shall be provided to our Human Resources Department.

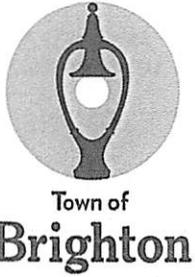
This appointment and position is classified as "noncompetitive" by the Monroe County Civil Service Commission. This position and salary has been accounted for in the 2020 budget. Mr. Roberson is a well-qualified candidate as demonstrated by his experience.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 3, 2020 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon
Commissioner of Public Works

cc: T. Anderson
M. Guyon
P. Parker
B. Monroe
T. Van Putte
K. Gordon
D. Roberson



8

Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

February 20, 2020

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

re: Proposed Promotion
Motor Equipment Operator, MEO, to Construction Equipment Operator, CEO

Dear Chairman DiPonzio and Committee Members:

As you are aware William Haefner was recently promoted from his CEO position to fill the vacant foreman position, thus leaving a vacant CEO position. We interviewed five candidates for this position and selected Brad Giddings to fill the vacancy. Therefore, I am recommending:

- 1) Mr. Brad Giddings be promoted from Motor Equipment Operator, MEO, to Construction Equipment Operator, CEO, effective March 16, 2020 subject to Town Board action;
- 2) The promotion is subject to a 26-week probationary period effective as of March 16, 2020;
- 3) The other terms of hiring and employment shall also be in accordance with the current CSEA contract as well as other necessary documentation that shall be provided to our Human Resources Department.

This appointment and position is classified as "noncompetitive" by the Monroe County Civil Service Commission. This position and salary has been accounted for in the 2020 budget. Mr. Giddings is a well-qualified candidate as demonstrated by his experience.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 3, 2020 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon
Commissioner of Public Works

cc: T. Anderson
M. Guyon
P. Parker
B. Monroe
T. Van Putte
K. Gordon
B. Giddings



Town of
Brighton

9

Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

February 26, 2020

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

Re: Town of Brighton Winter Farmer's Market
Interior Barn Improvements
Construction Bid

Dear Councilperson DiPonzio and Committee Members:

On September 11, 2019 the Town Board authorized an amendment to the May 5, 2015 In.Site Architecture agreement for additional design and bid services related to Phase 2 of the Winter Farmers Market barn renovation. Phase 2 includes interior improvements to the existing Barn. The construction documents are 80% complete and we would like to advance the project to the construction phase. Therefore, I am requesting that the FASC recommend that the Town Board authorize the Department of Public Works to solicit a request for bidders to provide those construction services necessary to renovate the existing block barn at 1435 Westfall Road.

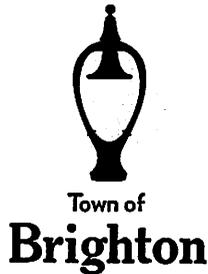
No action as to awarding a contract will be considered without returning to this committee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 3rd meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Michael E. Guyon, P.E.
Department of Public Works

Cc: Paula Parker
Rebecca Cotter
Evert Garcia



10

Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

February 26, 2020

The Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: Authorize Disposal of Equipment
Honorable Members:

I request that one 2009 Ford Crown Victoria Sedan Vin # 2FAHP716X9X140711 be declared surplus and recommend disposed of at either the municipal online auction or the municipal live auction this spring 2020.

This vehicle was previously one of the assigned Fire Marshal pool cars for use by Assistant Fire Marshals and recently supplanted by the generosity of the Police Department. Said vehicle is in need of significant mechanical repairs, most notably the transmission, has an odometer reading of 118,234 and is no longer required for service.

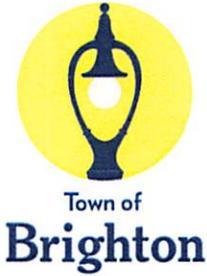
As always, thank you for your consideration. I will be in attendance at your next regularly scheduled meeting in the event that you have any questions regarding this matter.

Sincerely,

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

Cc: P. Parker
T. Anderson
A. Banker

Chad Roscoe
Junior Engineer



2/28/2020

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

Re: Contract Renewal
2020 Town of Brighton Sidewalk Repair Program

Dear Councilperson DiPonzio and Committee Members:

Pursuant to prior authorization, the Town of Brighton Sidewalk Repair Program contract has a one-year term with the option to renew the contract up to four additional twelve-month periods at the sole discretion of the Town of Brighton. Future contract extensions will be presented to FASC prior to authorization. This department would like to renew the current contract with Roman Construction Dev. Corp., for another twelve-month period.

Roman Construction Dev. Corp., proposed a 3% increase to the total cost of sidewalks. This department has had internal discussions regarding the proposed increase and we feel that it is acceptable. Therefore, I am requesting that FASC recommend that the Town Board renew the current contract with **Roman Construction Dev. Corp.**, for a total not to exceed **\$169,200**. The 2020 Sidewalk Replacements include the installation of approximately 1,590 square feet (\$17,100) of Town wide sidewalks and 14,149 square feet (\$152,100) of district sidewalks.

The 2020 sidewalk replacement budget is \$169,200 of which approximately 90% includes repairs within the Consolidated Sidewalk District account and 10% within the Town wide sidewalks account.

Funds are available from the 2020 Budget in the Sidewalk District account (SK.SWLKD.5411.265), \$152,100 and in the Town wide sidewalk account (A.DPW.5410.449), \$17,100.

Change orders to the repair contract would require funding to be reallocated from different accounts. FASC and Town Board approval would be sought prior to the any adjustment to the contract amount.

As always, thank you for your consideration. In the event that you have any questions regarding this matter please contact me.

Respectfully,

Chad J. Roscoe
Town of Brighton

12a

Finance Department

Suzanne Zaso
Director of Finance



Town of
Brighton

March 2, 2020

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

RE: Appropriation/Re-Appropriation of Capital Projects Budgets

Dear Board Members:

As part of our annual accounting for capital projects, I am requesting Town Board authorization of the Finance Department to take the following actions with regards to ongoing capital projects initiated in years prior to 2020 as detailed on the attached capital projects spreadsheet:

- To re-appropriate the balances of estimates for all unrealized revenues and all unexpended, unencumbered appropriations relating to ongoing capital projects initiated in years prior to 2020, and
- To appropriate into each capital project budget any interest earned on project monies through 12/31/2019, thereby providing additional spending authorization and excluding interest earned on borrowed funds (that have been properly transferred to the Debt Service Fund), and
- To direct and empower the Finance Department to make any and all necessary accounting entries to implement the Town Board's intended actions with regard to this matter.

I will 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,

Suzanne Zaso

12b

TOWN OF BRIGHTON			
2020 CAPITAL PROJECT BUDGETS			
Re-Appropriation of Prior-Year Open Capital Projects			
<u>Capital Project Description</u>	<u>Budget Code</u>	<u>Budgeted Expenses</u>	<u>Budgeted Revenues</u>
<u>Farmers Market Building (FMRKT/FMKT)</u>			
NYS Parks Grant	H.PARKS.FMRKT 3895		\$16,038.95
Engineering Fees	H.PARKS.FMRKT.4.52	\$16,170.71	
<u>Highland Crossing Trail Project</u>			
Trail Development	H.PARKS.TPTRL.2.55	\$32.65	
Engineering Fees	H.PARKS.TPTRL.4.52	\$17,268.86	
Engineering Fees (appropriate Interest earned in prior year)	H.PARKS.TPTRL.4.52	\$873.40	
Accounting & Fiscal Advisory Fees	H.PARKS.TPTRL.4.56	\$3,500.00	
<u>Public Safety Wing HVAC</u>			
Transfer to Debt Service Fund	H.PSFTY.HVAC 9.20	\$15,571.57	
<u>Blossom Rd Sewer Valve</u>			
Transfer to Debt Service Fund	H.SEWER.BLOSM 9.20	\$78,680.80	
<u>Highway Truck Purchases - 2018</u>			
Transfer to Debt Service Fund	H.TRUCK.HWY18 9.20	\$2,281.35	
<u>Highway Truck Purchases - 2019</u>			
Transfer to Debt Service Fund	H.TRUCK.HWY19 9.20	\$253.40	
<u>Havens Road Repaving</u>			
Transfer to Debt Service Fund	H.ROADS.HAVEN 9.20	\$91,568.13	