

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

Meeting Date: Wednesday, January 4, 2023

Location: Auditorium, Brighton Town Hall

1. Approval of Minutes – Receive and file minutes of the December 20th, 2022 meeting.
2. Approve the Cyber Insurance Policy renewal at an annual rate of \$15,590 (Town Clerk) - Request from Dan Aman for Town Board action to approve the annual cyber insurance renewal contract and premium of \$15,590 (an increase of \$720 from the 2022 calendar year (see letter from D. Aman).
3. Approve contract with Atlantic Testing Laboratories for an estimated base amount of \$13,355 for inspection and testing services related to the Farmers' Market project (Public Works) – Request from Evert Garcia for Town Board action to award the RFP to Atlantic Testing Laboratories for inspection and laboratory testing services as related to the Farmers' Market Project. The estimated base amount of the contract is \$13,355 however any additional services will be charged at the rates as indicated on the fee schedule included in the contract (see letter from E. Garcia).
4. Authorization to solicit bids as necessary for goods and services as indicated and included in the 2023 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 2023 budget and State, County, City or other bids will be utilized when in the best interest of the Town (see letter from M. Guyon).
5. Authorization to solicit bids as necessary for goods and services for Town Facilities as indicated and included in the 2023 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 2023 budget and State, County, City or other bids will be utilized when in the best interest of the Town (see letter from M. Guyon).
6. Approve Snow & Ice Agreement with Town of Pittsford for Allens Creek Road for the 2022/2023 through 2026/2027 snow seasons (Highway Dept.) – Request from Mike Guyon for Town Board action to approve and authorize the Supervisor to sign the Snow & Ice agreement with the Town of Pittsford for snow & ice removal services for Allens Creek Road for the 2022/2023 – 2026/2027 snow seasons. The Town of Pittsford will reimburse the Town of Brighton at the same rate as Monroe County for snow & ice removal services on Allens Creek Road (see letter from M. Guyon).

7. 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, 2023 in an annual amount not to exceed \$52,000 (no increase from the previous year). Funds are available in the 2023 budget (see letter from B. Monroe).
8. Approve and accept ASL interpreter rates for 2023 (Supervisor's Office) – Request from Bridget Monroe for Town Board action to continue utilizing Interpretek for ASL interpreter services at the 2022 rates for the Town Board meetings (see letter from B. Monroe).

The next regularly scheduled meeting of the FASC will be held on WEDNESDAY, JANUARY 18, 2023 at 8:30 a.m. in the AUDITORIUM of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

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

Brighton Town Board
Finance and Administrative Services Committee
Meeting Notes from the Tuesday, December 20, 2022 Meeting

ATTENDEES

FASC Committee members:

Jason DiPonzio (Chair)
Robin Wilt
William Moehle
Suzanne Zaso (Staff to the Committee)

Other Town Councilmembers:

Christine Corrado

Department Heads/Other attendees:

Pam Post (Town Assessor)

The Town Board's Finance and Administrative Services Committee (the FASC) met at 3:30 p.m. and reviewed a number of contractual, procurement, finance and/or budget, and personnel related matters referred by Town departments and is prepared to make recommendations to the full Town Board as follows:

Approval of Minutes: Approval of Minutes – Receive and file the minutes of the December 6, 2022 meeting.

Town Bid/Proposal Authorizations and Awards:

No matters for this meeting.

Grant Authorizations and Acceptances:

No matters for this meeting.

Contracts and Contract Change Orders:

Contract renewal with Brighton Volunteer Ambulance (Finance Dept.) – The FASC discussed with Suzanne Zaso the request from Paula Parker for Town Board action to approve and authorize the Supervisor to execute a renewal agreement with Brighton Volunteer Ambulance for 2023 to provide emergency medical services in the Town in an amount not to exceed \$360,000. This contract is contingent upon Town Attorney's approval (see letter from P. Parker). FASC recommends the Town Board take favorable action on this matter.

Budget Amendments and Transfers:

No matters for this meeting.

Personnel Matters:

No matters for this meeting.

Other Matters for Action of the Town Board:

Review/Change RPTL Exemption Limits for Senior Citizens and People with Disabilities (Assessor's Dept.) – Request from Pam Post to review memo and options regarding the increase of income limits for this group. There is information regarding what some other municipalities are doing as well as Pam's recommendation (see memo from P. Post).

This item was originally presented to this committee at their 11/1/2022 meeting and then further discussed at the 11/15/2022 and 12/6/2022 meetings, being tabled each time with the following updates:

Pam updated the committee at their 11/15/2022 meeting with the resolution passed by the Rush Henrietta School District increasing limits for this deduction to \$36,000 with a sliding scale to \$44,400

On 12/6/2022 Pam provided an update survey sheet to the committee indicating where other towns in Monroe County are in this process.

At today's meeting (12/20/2022) Bill Moehle gave an update on the plans of Monroe County to act on a resolution in January of 2023 to amend their limit to the \$50,000 with a sliding scale up to the max of \$58,400. The committee discussed the potential impact on the shift in the tax levy if the Town were to adopt the same maximum limits.

The FASC recommends the Town Board take favorable action to extend this exemption limit to the maximum.

Other Matters for Discussion Only:

The 2023 meeting schedule was revisited from the 12/6/2022 discussion. The FASC recommends that ALL meetings in 2023 be held at 8:30 a.m. on Wednesday mornings (inclusive of the first meeting in January to be held on Wednesday, 1/4/2023). The 2023 FASC schedule will be presented at the 12/28/2022 regular Town Board meeting to allow ample time to post the first meeting date of 1/4/2023.

Matters Tabled for Research and/or Discussion:

No matters for this meeting.

Executive Session:

No matters for this meeting.

The meeting was adjourned at 4:00 pm.

The next regularly scheduled meeting of the FASC will be held on

Wednesday, January 4th, 2023 at 8:30 AM

in the AUDITORIUM at Brighton Town Hall.**

All members of the public are invited to attend FASC meetings.

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



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: December 30, 2022
Re: Cyber Insurance Policy Renewal

Our Cyber Insurance policy expires on January 18. I have enclosed the 23-24 Cyber renewal proposal. The annual premium of \$15,590 includes an increase of \$720 from the current policy year.

Thank You,

Daniel Aman
Town Clerk / Receiver of Taxes
Town of Brighton



BEAZLEY BREACH RESPONSE

QUOTE

QUOTE ISSUED: 21-Dec-2022

Renewal of: W31525220101

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 through a non-admitted insurance carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

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 and our Cyber Services.

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,

** New England
Beazley Group

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2023.

| COVERAGE SCHEDULE (Currency in USD) | |
|--|------------------------------------|
| LIMITS | OPTION #1 |
| Breach Response | |
| 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 |
| Additional Breach Response Limit | |
| Additional Breach Response Limit: | \$2,000,000 |
| First Party Loss | |
| 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 |
| Liability | |
| Data & Network Liability: | \$2,000,000 |
| Regulatory Defense & Penalties: | \$2,000,000 |
| Payment Card Liabilities & Costs: | \$2,000,000 |
| Media Liability: | \$2,000,000 |
| eCrime | |
| Fraudulent Instruction: | \$250,000 |
| Funds Transfer Fraud: | \$250,000 |
| Telephone Fraud: | \$250,000 |
| Criminal Reward | |
| Criminal Reward: | \$50,000 |
| RETENTIONS | OPTION #1 |
| Breach Response | |
| Legal, Forensic & Public Relations/Crisis Mgmt: | \$25,000; \$12,500 for Legal |
| Each Incident, Claim, or loss: | \$25,000 |
| PREMIUM | \$15,590 |

TERMS ARE SUBJECT TO NY 3.75% SL TAX AND \$150 FILING FEE
SUBJECTIVITY: A NY TCF AND PART C AFFIDAVIT TO INCLUDE
THREE ADMITTED MARKET DECLINATIONS PROVIDED UPON BINDING



Public Works Department

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

Evert Garcia, P.E.
Town Engineer

December 30, 2022

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

Re: Winter Farmer's Market-Phase 3 Improvements
Special Inspection Services

Dear Chairperson DiPonzio and Committee Members:

Chapter 17 of the NYS Building Code indicates that special inspections are required for materials, installation, fabrication, erection and placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards. Section 1705 of Chapter 17 of the NYS Building Code provides a list of required special inspections and tests. The construction associated with the Phase 3 improvements of the Winter Farmer's Market project meet the special inspection requirements identified in Section 1705.

As a result, Town staff prepared a request for proposals (RFP) seeking a qualified professional firm to provide material testing and construction special inspection services in accordance with the construction documents prepared for the Winter Farmer's Market Phase 3 improvements and the requirements of the NYS Building Code.

The RFP was advertised on December 05, 2022 and responses were received on December 22, 2022. Three (3) firms submitted responses to the RFP but only two of them provided a total estimated cost in their proposal. The third firm, Terracon, opted to submit a rate schedule only for a time and expense cost proposal which makes it difficult to compare to the other two proposals. Table 1 below summarizes the pricing provided by the two firms along with their estimated cost to provide the requested professional services.

Table 1

| Consulting Firm | Estimated Cost |
|---|----------------|
| Atlantic Testing Laboratories | \$ 13,355.00 |
| Ravi Engineering & Land Surveying, P.C. | \$ 19,912.00 |

Town staff reviewed the proposals for completeness and accuracy and determined that Atlantic Testing Laboratories is the lowest priced and qualified firm to perform these services. Although requested in the RFP, all firms expressed trepidation in providing a total estimated cost for the material testing and

construction special inspection services since there are factors outside of the special inspection firm's control. These factors include scheduling conflicts or unanticipated inspections based on construction progress which can affect the final cost of the special inspection services. Town staff will make an effort to minimize additional costs for the special inspection services throughout construction of this project.

We are requesting that FASC recommend that the Town Board authorize the Supervisor to enter into an agreement with Atlantic Testing Laboratories to provide material testing and special inspections for the construction of the Phase 3 improvements to the Winter Farmer's Market project. The estimated cost for these services is \$13,355.00. However, if additional testing and inspection services are needed, they will be charged per the attached fee schedule.

We are also requesting authorization for the Finance Department to complete the necessary budget transfers and amendments to fund these services. The Town currently has DASNY SAM grant funding in the amount of \$1,524,488 available for this project. The Town will use unappropriated general fund balance and/or issue short term bond anticipation notes to finance the shortfall estimated for the overall project scope and pursue additional grant monies to reduce the use of the fund balance and the need to borrow.

I will attend your regularly scheduled meeting on January 4, 2022 to discuss this matter in more detail. As always, your consideration of these matters is greatly appreciated.

Respectfully Submitted,



Evert Garcia
Department of Public Works

Cc: Paula Parker
Mike Guyon, P.E.

Enc: Atlantic Testing Laboratories Proposal



ATLANTIC TESTING LABORATORIES

WBE certified company

Rochester
3495 Winton Place
Building B – Suite 4A
Rochester, NY 14623
585-427-9020 (T)
atlantictesting.com

December 21, 2022

Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Telephone: 585-784-5222
Email: evert.garcia@townofbrighton.org

Attn: Evert Garcia, P.E.

Re: Special Inspection and Construction Materials Engineering and Testing Services
Town of Brighton Barn Addition Project
Rochester, New York
ATL No. RT998-2527-12-22

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Special Inspection and Construction Materials Engineering and Testing Services
- ♦ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Joshua M. Brown
Engineering Assistant

JMB/RAK/me

Enclosures

Albany ♦ Binghamton ♦ Canton ♦ Elmira ♦ Plattsburgh ♦ Poughkeepsie ♦ Syracuse ♦ Utica ♦ Watertown

SCOPE OF SERVICES FOR SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING

Town of Brighton Barn Addition Project, 1435 Westfall Road, Rochester, Monroe County, New York

Based on information provided to ATL by representatives of the Town of Brighton, it is our understanding that the project consists of an addition to the existing barn structure to house a Farmer's Market. It is further understood that the project schedule has yet to be determined.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on the Project plans and specifications and the Statement of Special Inspections.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a **Technician** to perform the following field testing of fill materials:

- ♦ ASTM D 75: Practice for Sampling Aggregates
- ♦ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ♦ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ♦ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

Provide a **Special Inspector** to observe the following items for compliance with the approved geotechnical report, as required in Section 1705.6 and Table 1705.6 of the Building Code of New York State:

- ♦ Type of controlled fill material used
- ♦ Lift thickness of controlled fill material
- ♦ Testing frequency and results of the in-place density testing

Provide an **Engineering Assistant** to observe the following, as required in Section-1705.6 of the Building Code of New York State:

- ♦ Foundation subgrade preparation in accordance with the approved geotechnical report and documents prepared by the Registered Design Professional prior to placement of shallow footings and controlled fill.

2. Concrete:

Provide a **Technician** to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ♦ Report quantity of fresh concrete tested and test results

Provide a **Special Inspector** to observe the following items, as required in Section 1705.3 and Table 1705.3 of the Building Code of New York State:

- ♦ Reinforcing steel and placement
- ♦ Formwork dimensions and general location
- ♦ Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- ♦ Use of required design mix
- ♦ Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- ♦ Placement of concrete

3. **Structural Steel:**

Provide a **Special Inspector** to observe the following shop items, as required in Section 1705.2 of the Building Code of New York State:

- ♦ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application in fabrication
- ♦ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ♦ Tightness of high strength bolted connections
- ♦ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds

The CLIENT, OWNER, and/or contractor are responsible to coordinate and schedule Special Inspection prior to start of shop fabrication.

Provide a **Special Inspector** to observe the following field items, as required in Section 1705.2 of the Building Code of New York State:

- ♦ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection
- ♦ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ♦ High strength bolted connections
- ♦ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- ♦ Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

B. **Laboratory Services:**

1. **Soil:**

- ♦ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ♦ ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ♦ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. **Concrete and Aggregate:**

- ♦ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ♦ ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing

- ♦ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a **Project Manager and/or Professional Engineer** to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare and distribute reports. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, the statement of special inspections, approved material submittals, approved shop drawings, the geotechnical report, and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Coordinate and schedule Steel Special Inspection prior to start of shop fabrication.
4. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil, concrete, aggregate, fireproofing, and hot mix asphalt samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

| Service | Estimated Quantity | Unit Fee | Estimated Cost |
|--|--------------------|---------------------|--------------------|
| Atlantic Testing Laboratories | | | |
| Technical Personnel | | | |
| Engineering Assistant | 4 | \$625.00 / Day | \$2,500.00 |
| Project Manager | 10 | \$99.00 / Hour | \$990.00 |
| Special Inspector - Soil and Concrete - Field | 4 | \$495.00 / Day | \$1,980.00 |
| Special Inspector - Soil and Concrete - Field | 5 | \$320.00 / Half Day | \$1,600.00 |
| Special Inspection : Steel - Field | 6 | \$625.00 / Day | \$3,750.00 |
| Technician - Soil and Concrete | -- | \$415.00 / Day | If Required |
| Technician - Soil and Concrete | 3 | \$265.00 / Half Day | \$795.00 |
| Laboratory Testing | | | |
| Concrete and Aggregate - ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL) | 50 | \$16.00 / Cylinder | \$800.00 |
| Concrete and Aggregate - ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing | -- | \$35.00 / Test | If Required |
| Concrete and Aggregate - ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates | -- | \$60.00 / Test | If Required |
| Soil - ASTM D 1557: Laboratory Compaction Modified Effort | 1 | \$150.00 / Test | \$150.00 |
| Soil - ASTM D 698: Laboratory Compaction Standard Effort | -- | \$150.00 / Test | If Required |
| Soil - ASTM D 422: Particle-Size Analysis without Hydrometer | 1 | \$80.00 / Test | \$80.00 |
| Miscellaneous | | | |
| Density Meter - Day: Nuclear Density Meter | 6 | \$50.00 / Day | \$300.00 |
| Sample Pickup - When no other services are performed | 5 | \$30.00 / Trip | \$150.00 |
| Travel - Includes Labor and Mileage | -- | No Charge | |
| Subtotal Atlantic Testing Laboratories | | | \$13,095.00 |
| ATL Engineering, P.C. | | | |
| Technical Personnel | | | |
| Principal Engineer | -- | \$150.00 / Hour | If Required |
| Professional Engineer | 2 | \$130.00 / Hour | \$260.00 |
| Subtotal ATL Engineering, P.C. | | | \$260.00 |
| Estimated Cost | | | \$13,355.00 |

NOTES TO THE FEE SCHEDULE

The unit fees are valid through December 31, 2023. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. Further, the estimated quantities are based upon ATL's experience with projects of similar size and scope. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

As used in this schedule:

NOTES TO THE FEE SCHEDULE

A standard day is defined as time on-site during a 4- to 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required.

AGREEMENT
SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SERVICES

This AGREEMENT is by and between

Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Town of Brighton Barn Addition Project
1435 Westfall Road
Rochester, Monroe County, New York

- B. **SERVICES:** ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Town of Brighton

Signature

Marijean B. Remington, CEO

Printed Name and Title

Date

Signature

Printed Name and Title

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions



Public Works Department

Mike Guyon, P.E.
Commissioner of Public
Works

December 29, 2022

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

Re: Authorization of Bids for 2023 (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 2021 Budget:

- East Avenue sidewalk construction along north side of East Avenue.
- East Avenue Sidewalk construction from Town of Pittsford town line to Knollwood Drive
- Multiversity Plan
- Tree Maintenance and Removal Services
- 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
- Grouting sanitary sewer
- Equipment and Machinery per the 2023 approved budget
- Procurement of Highway Materials
- Procurement of Pavement and Signage Marking and appurtenances
- Building Repair and Maintenance
- Mowing
- Shredding Services
- GIGP Green Infrastructure Maintenance

Furthermore, it is recommended 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 4, 2023 meeting in the event that you have any questions regarding this matter.

Very truly yours,

Michael E. Guyon, P.E.

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



Public Works Department

Mike Guyon, P.E.
Commissioner of Public
Works

December 28, 2022

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

re: Authorization of Bids/RFQ's for 2023
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 2023 Budget.

Hardware, Cleaning, Landscaping Materials, Hand/Garden Tools, Paint, Electrical, Plumbing, HVAC and Miscellaneous Building Supplies.

Furthermore, it is recommended 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.

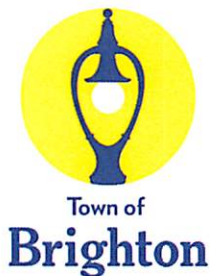
As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 4, 2023 meeting in the event that you have any questions regarding this matter.

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

2300 Elmwood Avenue Rochester, New York 14618 www.townofbrighton.org
Mike.Guyon@townofbrighton.org 585-784-5225



Public Works Department

Mike Guyon, P.E.
Commissioner of Public
Works

December 22, 2022

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

re: Snow and Ice Control of Allens Creek Road
Agreement with the Town of Pittsford
(2022/2023) through (2026/2027) Snow Season

Dear Chairperson DiPonzio and Committee Members:

Each year the Towns of Brighton and Pittsford enter into an IMA for the Town of Brighton to perform snow and ice control upon that portion of Allens Creek Road within the Town of Pittsford. In lieu of renewing the contract each year, the agreement has been amended to extend its term to the 2026/2027 snow season. I am requesting your support to renew the IMA for the 2022/2023 through 2026/2027 snow season. A copy of the IMA is attached for your reference.

This agreement requires that the Town of Pittsford reimburse the Town of Brighton at the same rate that the County reimburses us for the same service upon County Roads. I request that the Finance and Administrative Services Committee recommend that the Supervisor be authorized to execute this document.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 4, 2023 meeting in the event that you have any questions regarding this matter.

Respectfully,

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

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

**Agreement Renewal for Snow and Ice Control
on Allens Creek Road**

**2022/2023 through the 2026/2027
Snow Season**

This Agreement is made, pursuant to General Municipal Law Section 119-o, between the Town of Brighton, a municipal corporation having offices at Town Hall, 2300 Elmwood Avenue, Rochester, New York, 14618, and the Town of Pittsford, a municipal corporation having offices at Town Hall, 11 South Main Street, Pittsford, New York, 14534.

WITNESSETH:

WHEREAS, the parties desire to renew the 2022/2023 through the 2026/2027 agreement for the provision of snow and ice control services, and

WHEREAS, Brighton authorized renewal of such an agreement at a Town Board meeting on _____, 202_.

WHEREAS, Pittsford authorized such an agreement at a Town Board meeting on _____, 202_.

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

1. The highway, on which services are to be performed, is Allens Creek Road from the Brighton town line located just east of Whitestone Lane to the Brighton town line located just west of Brookside Drive, the approximate length being 0.83 miles.
2. The services to be provided by Brighton are: (a) application of salt and abrasives, (b) snow plowing, including winging back, and c) correction of damage to lawns and mailboxes which is the direct result of snow removal operations. The services are more fully defined in the Agreement for the provision of snow and ice control services Monroe County and the respective Towns ("Agreement"), which, only to the extent that it describes the services to be provided, is incorporated herein by reference.
3. The level of service to be provided by Brighton is that equal to the treatment afforded to the County's roads, as defined in the Agreement for the provision of snow and ice control services Monroe County.
4. In consideration of the services by Brighton, Pittsford will pay Brighton a lump sum equal to the product of the length of the road segment times the average, per-two-lane-mile reimbursement to Brighton from Monroe County for the 2022/2023 through the 2026/2027 season. This will be a lump sum payment (subject to any adjustments made by the County), and will be due and payable in February, of each season.
5. The initial term of this agreement shall be from November 1, 2022 until April 30, 2027. This agreement may be extended thereafter by the mutual agreement of the parties.

6. The Town of Pittsford hereby covenants and agrees to indemnify, defend and hold harmless the Town of Brighton, including its officers., agents and employees, from and against any and all claims, liabilities, obligations, damages., losses and expenses, whether contingent or otherwise, including reasonable attorneys' fees and costs of defense, incurred by Brighton as a result of the performance of services under this agreement, excepting only those resulting from the negligence, omission, breach, fault or intentional misconduct of the Town of Brighton in the conduct of the work under this agreement.

7. This agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

8. If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall be valid and enforceable.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 202_

TOWN OF PITTSFORD

BY: William A. Smith, Jr.
William A. Smith, Supervisor

TOWN OF BRIGHTON

BY: _____

William W. Moehle, Supervisor



Office of the Town Supervisor

The Honorable William W. Moehle

Bridget Monroe
Assistant to Town Supervisor

December 29, 2022

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

Re: Agreement with Electronic Field Productions, Inc.

Dear Chairman DiPonzio and Committee Members:

I respectfully request authorization for the Supervisor to enter into a renewal agreement with Electronic Field Productions, Inc. for the provision of video production and cable-television management services for 2023 at an annual cost of \$52,000. This is the same amount as paid in 2022. Funds for this agreement are available in the 2023 budget.

Thank you for your consideration of this matter.

Respectfully Submitted,

Bridget Monroe
Assistant to the Supervisor

AGREEMENT

THIS AGREEMENT, made this 3rd day of January in the year 2023, 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) 2960 Atlantic Avenue, Penfield, NY 14526, 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:

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

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 1301 and 1303, the programming of UltraNexus computer system for cable casting per program schedule, preparation of the program schedule for channels 1301 and 1303, and duplication of Town Board meeting DVDs.

Work with the Brighton School District, which shares airtime of channel 1301 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, 2022 to December 31, 2022. 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.

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: _____

EFP Fed.. ID #: _____



Office of the Town Supervisor

The Honorable William W. Moehle

Bridget Monroe
Assistant to the Supervisor

January 3, 2023

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

Re: American Sign Language Interpreters for Town Board Meetings

Dear Chairman DiPonzio and Committee Members:

I respectfully request authorization for the Supervisor to enter into a fee agreement with Interprettek for the provision of American Sign Language (ASL) services.

Interpretek has provided quality ASL interpreters since we began providing this service at Town Board meetings in 2019. I therefore recommend the continued use of Interprettek for calendar year 2023. Funds are available in the 2023 budget to cover the cost of services.

Thank you for your consideration of this matter.

Respectfully Submitted,

Bridget Monroe
Assistant to the Town Supervisor



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..... | \$85.00/hour |
| 1-2 Hour Appointments | |
| Charged two hours (charged in 30 min increments over 2 hours)..... | \$65.00/hour |
| Legal/Mental Health Appointments | |
| First hour | \$92.00/hour |
| Additional hours..... | \$76.00/hour |
| Rush Fee Rate..... | 25% of total charge |
| 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.
- 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 at 10am must be canceled by 10am the previous Thursday morning.
- An additional 25% charge will be applied for requests made with less than 48 business hour/2 business day advance notice.
- In accordance with professional standards, any request over one hour and/or any technical or intense request 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 request 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

Invoice Recipient Name

Billing Email

Phone Number

Billing Address

Signature

Date

Printed Name

Title