

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

Meeting Date: Wednesday, December 6, 2023 (8:30 a.m.)

Location: Auditorium, Brighton Town Hall

1. Approval of Minutes – Receive and file minutes from November 15, 2023.
2. Authorize the Town Supervisor to direct a budget amendment transferring funds to increase part-time Architect wages for 2023 (Public Works Dept) – Request from Rick DiStefano for Town Board action to authorize Supervisor Moehle to direct a budget amendment transferring funds to add an additional 25 hours for the part-time Architect due to an increase in building permit activity. The amendment request is as follows (see letter from Rick DiStefano):
From: A.DPW.8020.1.10 (FT Wages, Planning Technician 2) = \$1,160.00
To: A.DPW.8020.1.20 (PT Wages) = \$1,160.00
3. Authorize the Town Board to approve a Stipulation agreement for the settlement of Tax Certiorari Case: GRHS Foundation, Inc.; 10 & 30 Hagen Dr., Rochester NY 14625 – Request from Pamela Post for Town Board action to enter into a stipulation agreement for the settlement of an ongoing Article 7 (from 2018 – 2021) between the Town of Brighton and GRHS Foundation, Inc. re 10 + 30 Hagen Drive. In 2018, the Town denied applications for exemption code # 25210 – Not for Profit Hospital Exemptions, but it has since been determined that portions of 10 Hagen Dr and 30 Hagen Dr are in fact entitled to the NP Hospital Exemption. Final numbers for the settlement will be calculated by the County once all parties have approved the stipulation agreement, but the estimated total refund for both properties is between \$150,000 and \$160,000.
4. Authorize the Town Board to approve the renewal of the 2022 & 2023 Employee Assistance Program (EAP) contract with UR Medicine EAP of the University of Rochester Medical Faculty Group. The renewal agreement is for a two-year term beginning on January 1, 2024 and terminating on December 31, 2025 for a proposed contract amount of \$5,300 per year.
5. Authorize the Town Board Supervisor to enter into an agreement with Vialytics for the purchase of their intelligent road management system for a not to exceed price of \$19,000.00 for a 12-month term. This system is designed to automatically assess the condition of our local roads, providing data that will enhance our ability to plan, budget, and execute our annual pavement treatment program.

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, DECEMBER 20, 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****



Building and Planning Department

Commissioner of Public Works – Evert Garcia, P.E.

Rick DiStefano
Senior Planner

November 17, 2023

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

Re: 2023 Budget Transfer for Additional Architect Hours

Dear Honorable Members:

The current part-time Architect for the Town is budgeted to work 1,155 hours per year (an average of 22.2 hours per week). In July, 70 additional hours were made available for the position due to an increase in building permit activity and time spent on development and training needed for implementation of the Building and Planning Department's new computer software system. At this time, the workload has not lessened and I'm again requesting additional hours to cover her existing and projected future workload through the rest of the year. I request that the Finance Committee authorize a transfer of approximately \$1,160.00 from current appropriations within the Building & Planning Department to add an additional 25 hours to this position for 2023.

These funds are available and can be transferred from existing appropriations to fund the unanticipated payout. The transfer requested is as follows:

From: A.DPW.8020 1.10 (full-time wages) \$1,160.00
To: A.DPW.8020 1.20 (part-time wages) \$1,160.00

Thank you for your consideration, I will be happy to respond to any questions or concerns you may have regarding this matter.

Respectfully Submitted,

Rick DiStefano
Senior Planner

Cc: Earl Johnson, Finance Director
Evert Garcia, Commissioner of Public Works



Assessor's Office

Pamela Post
Town Assessor

November 30, 2023

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

Re: Assessor's Office, request to approve a Stipulation agreement for the settlement of Tax Certiorari Case: GRHS Foundation, Inc.; 10 & 30 Hagen Dr., Rochester NY 14625

Dear Honorable Members:

The Assessment Department is requesting approval to enter into a stipulation agreement for the settlement of an ongoing Article 7 (from 2018 – 2021) between the Town of Brighton and GRHS Foundation, Inc. from 10 + 30 Hagen Drive.

The two properties are Professional Medical Buildings in Linden Oaks. The matter originated when the Town denied applications for exemption code # 25210 – Not for Profit Hospital Exemptions.

In 2018, as part of the discovery process, Susan Wentworth the Brighton Assessor inspected each office and measured the 2 Office Buildings. Based upon her calculations, it was determined that 79% of 10 Hagen Dr & 52.4% of 30 Hagen Dr were in fact entitled to the NP Hospital Exemption. Both parties have agreed that these percentages are accurate. For the 2022 and 2023 roll years, exemptions were given and there is no refund for these years. This STIP agreement resolves the years in suit (2018 – 2021).

The building at 30 Hagen Drive is located 60% in the Town of Brighton and 40% in the Town of Penfield. The Town of Penfield and the Penfield School District are included in the suit and are also poised to accept the settlement agreement.

Richard Franco, from Davidson Fink Attorneys at Law has been handling this case on behalf of the Town of Brighton. Based upon his recommendation, I am requesting the Town accepts the settlement agreement for both properties to resolve this case. Thank you for your consideration.

Pamela Post

Pamela Post
Town of Brighton Assessor

STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

In the Matter of the Application for a Review Under
Article 7 of the Real Property Tax Law of a Tax
Assessment by

GRHS FOUNDATION INC.,

Petitioner,

-against-

THE ASSESSOR FOR THE TOWN OF BRIGHTON, THE
BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF
BRIGHTON, THE TOWN OF BRIGHTON IN THE
COUNTY OF MONROE, NEW YORK,

Respondents.

Index Nos.:

E2018005657

E2019006987

E2020005183

E2021007020

Justice Presiding:

Hon. Daniel J. Doyle, J.S.C.

Tax Map Nos.:

138.10-1-56.151 and

138.10-1-45.11

**STIPULATION OF SETTLEMENT
AND ORDER AND JUDGMENT**

WHEREAS, Petitioner is a non-profit entity owning property located in the Town of Brighton (the "Town") at 10 Hagen Drive (S.B.L. No. 138.10-1-56.151) and 30 Hagen Drive (S.B.L. No. 138.10-1-45.11) (collectively, the "Properties"); and

WHEREAS, Petitioner sought the exemption under Real Property Tax Law ("RPTL") § 420-a for the Properties; and

WHEREAS, the Town denied the RPTL § 420-a exemption sought; and

WHEREAS, Petitioner commenced the above-entitled RPTL Article 7 proceedings challenging the denial and seeking the grant of the RPTL § 420-a exemption for the

Properties; and

WHEREAS, the Parties desire to resolve the above-captioned proceedings in their entirety;

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct, and actual authority of their respective clients to do the same, that above-entitled proceedings shall be settled and compromised in the following manner:

1. The total assessed value of the Properties shall not be reduced for the tax years at issue in these proceedings.
2. The Parties agree that the Properties qualified for and should have been deemed partially exempt from real property taxes pursuant to RPTL § 420-a. The RPTL § 420-a exemption shall be granted to Petitioner for the Properties and the amount of the exemption shall be allocated and applied to the Properties as provided for in **Schedule A** attached hereto and made part hereof.
3. The Assessor shall forthwith correct and revise the entries for the Properties on the assessment roll for each of the tax years at issue in a manner consistent with the provisions of this Stipulation.
4. The Town, the Pittsford Central School District (the “School District”), and the County of Monroe (the “County”), and any special district for which taxes are levied based on the assessments made subject to this Stipulation for each tax year at issue, shall forthwith audit

and calculate the amount due and owing to Petitioner for the excess taxes paid by Petitioner, along with statutory interest. Said refunds shall be issued for such overpayments and shall be made payable to Petitioner and provided, along with a calculation sheet, to Petitioner's counsel: Henry A. Zomerfeld, Esq., Hodgson Russ LLP, The Guaranty Building, 140 Pearl Street, Buffalo, New York 14202. Same shall be sent within sixty (60) days of service of notice of entry of this Stipulation being so-ordered by the Court.

5. If applicable, corrected or amended property tax bills shall be furnished to Petitioner by the Town, County, and School District for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this Stipulation.

6. ~~The parties agree that RPTL § 727 shall apply, without regard for revaluation or update, and that such statute shall apply to the total assessed value and the amount of the RPTL § 420-a exemption agreed to herein. For purposes of this paragraph, therefore, any reference to an assessment or increase in assessment in RPTL § 727 shall be deemed to include a reference to the RPTL § 420-a exemption amount or to a decrease in such exemption amount, as applicable. This provision shall not be read to preclude Petitioner from seeking a greater allocation of the exemption should the Properties become used for further exempt purposes that would justify applying the RPTL § 420-a exemption in a greater amount than agreed to in this Stipulation.~~

7.6. This Stipulation will be submitted to the New York State Supreme Court for signature and entry and these proceedings shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof.

~~8.7.~~ The Parties hereto represent that the individuals executing this Stipulation have been fully authorized by their respective clients to enter into this Stipulation with the intent of binding these Parties to the terms of this Stipulation.

~~9.8.~~ This Stipulation is the full, final, and complete Stipulation and supersedes any prior oral or written agreement between the Parties. This Stipulation may not be modified except by a subsequent writing signed by the authorized representatives of the Parties herein, and “So Ordered” by this Court.

~~10.9.~~ This Stipulation may be signed in counterparts with the execution of the Order by all of the parties named herein constituting one original signed Stipulation.

~~11.10.~~ Monroe County Supreme Court shall retain jurisdiction over these proceedings pending the expiration of the periods recited herein and any applications to enforce this Stipulation shall be brought by motion before the Court.

~~12.11.~~ If any term or provision in this Stipulation is stricken, or deemed unenforceable or illegal, the rest of this Stipulation remains in full force and effect and shall be construed as reasonably as possible so to give full effect to the original intent of that term or provision.

~~13.12.~~ In the event Petitioner needs to enforce this Stipulation through judicial intervention, the Town hereby agrees to waive any objection or defense to the enforcement of this Stipulation. This provision shall not preclude Petitioner from commencing any litigation against the Town for any claims not raised in this proceeding or otherwise not resolved by this Stipulation.

14.13. Petitioner shall have the right to seek specific enforcement of this Stipulation by whatever means provided by law.

DATED: _____, 2023

Henry A. Zomerfeld, Esq.
Peter C. Lutz, Esq.
Hodgson Russ LLP
Attorneys for Petitioner
The Guaranty Building
140 Pearl Street, Suite 100
Buffalo, New York 14202
Tel: (716) 856-4000

DATED: _____, 2023

Richard N. Franco, Esq.
Davidson Fink LLP
Attorneys for Respondents
28 East Main Street, Suite 1700
Rochester, New York 14614
Tel: (585) 546-6448

DATED: _____, 2023

Daniel J. Palermo, Esq.
Harris Beach PLLC
Attorneys for Intervenor-Respondent
99 Garnsey Road
Pittsford, New York 14534
Tel: (585) 419-8946

Based upon the above stipulation, it is

ORDERED AND ADJUDGED that:

1. The settlement as set forth in the above stipulation, which is incorporated by reference herein, has been determined to be reasonable, just, and in the best interests of the parties and is hereby approved.

2. The Clerk of this Court is directed to file this Order and Judgment under the

index numbers set forth in the above captions.

SO ORDERED:

DATED: _____, 2023
Rochester, New York

Hon. Daniel J. Doyle, J.S.C.

SCHEDULE A

Allocation of Real Property Tax Law § 420-a Exemption.

10 Hagen Drive (S.B.L. No. 138.10-1-56.151)

Assessment Rolls 2018, 2019, 2020, and 2021

Total Square Footage:		77,792
Subtract Common Area	-	<u>9,300</u>
		68,492

Exemption Square Footage: 53,779

% Exempt = $53,779 / 68,492 = 79\%$

Apply this to common areas: $9,300 \times .79 = 7,347$

The total exempt square footage shall be $53,779 + 7,347 = 61,126$ square feet or 79% of the total assessed value shall be exempt.

<u>Tax Year</u>	<u>Final Assessment</u>	<u>Amount of RPTL § 420-a Exemption as Allocated</u>	<u>Corrected Assessment Based on Exemption as Allocated</u>
<u>2018-2019</u>	<u>\$6,172,700</u>	<u>\$4,876,433</u>	<u>\$1,296,267</u>
<u>2019-2020</u>	<u>\$6,172,700</u>	<u>\$4,876,433</u>	<u>\$1,296,267</u>
<u>2020-2021</u>	<u>\$6,172,700</u>	<u>\$4,876,433</u>	<u>\$1,296,267</u>
<u>2021-2022</u>	<u>\$6,172,700</u>	<u>\$4,876,433</u>	<u>\$1,296,267</u>

30 Hagen Drive (S.B.L. No. 138.10-1-45.11)

Assessment Roll 2018

Total Brighton Square Footage:		31,809
Subtract Common Area	-	<u>2,947</u>
		28,862
Exemption Square Footage:		15,118
Subtract RRH Vein	-	<u>5,440</u>
		9,678

$\% \text{ Exempt} = 9,678 / 28,862 = 33.5\%$

Apply this to common areas: $2,947 \times .335 = 988$

The total exempt square footage shall be $9,678 + 988 = 10,666$ square feet or **33.5% of the total assessed value shall be exempt.**

Assessment Rolls 2019, 2020, 2021
(RRH Vein Center Exempt)

Total Brighton Square Footage:		31,809
Subtract Common Area	-	<u>2,947</u>
		28,862
Brighton Exemption Square Footage:		15,118

$\% \text{ Exempt} = 15,118 / 28,862 = 52.4\%$

Apply this to common areas: $2,947 \times .524 = 1,544$

The total exempt square footage shall be $15,118 + 1,544 = 16,662$ square feet or **52.4% of the total assessed value shall be exempt.**

<u>Tax Year</u>	<u>Final Assessment</u>	<u>Amount of RPTL § 420-a Exemption as Allocated</u>	<u>Corrected Assessment Based on Exemption as Allocated</u>
<u>2018-2019</u>	<u>\$3,271,300</u>	<u>\$1,095,886</u>	<u>\$2,175,414</u>
<u>2019-2020</u>	<u>\$3,271,300</u>	<u>\$1,714,161</u>	<u>\$1,557,139</u>
<u>2020-2021</u>	<u>\$3,271,300</u>	<u>\$1,714,161</u>	<u>\$1,557,139</u>
<u>2021-2022</u>	<u>\$3,271,300</u>	<u>\$1,714,161</u>	<u>\$1,557,139</u>



Finance Department

Director of Finance – Earl Johnson

Marcia Adams

Assistant Director of Finance

December 6, 2023

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

Re: Strong EAP Contract renewal for 2024 & 2025

Dear Honorable Members:

I am requesting that the Town Board approve the renewal of the 2022 & 2023 Employee Assistance Program (EAP) contract with UR Medicine EAP of the University of Rochester Medical Faculty Group. The agreement is for a two-year term beginning on January 1, 2024 and terminating on December 31, 2025. 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 2024 and 2025 is a fixed rate of \$26.50 per employee, based on a total of 200 employees. This represents a 9% increase over the rate of \$24.50 for the 2022-2023 contract. The total contract amount for 2024 and 2025 is proposed at \$5,300 per year or \$10,600.00 for 24 months.

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

Sincerely,

Marcia Adams
Cc: Earl Johnson, Director of Finance

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of December 2023 by and between, **Town of Brighton, 2300 Elmwood Ave, 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 179 Sully’s Trail, Suite 200, Pittsford, NY 14534, 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: Compassion Fatigue, Conflict Resolution Skills, Coping with Work and Family Stress, Dealing with Difficult People, Depression, Developing Resiliency While Moving through Change, Effective Communication Skills, Ensuring Wellness in a Public Health Crisis, Food and Mood, Mindfulness and Meditation, Physical Activity and Mood, Rethinking Work Life Balance, When Substance Abuse Comes to Work, and Self-Esteem. Please see our website for the most updated list of workshops. **Three (3)** 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 **\$250/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 **2 year term and commence on January 1, 2024 and terminate on December 31, 2025.**

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 **\$5,300.00** annually, **\$10,600** for 2 years (**based on 200 employees x \$26.50**), which will be paid by **Town of Brighton** to UR Medicine EAP in two (2) **installment(s)** of **\$5,300.00** each, with the first installment due on the first day of the contract and annually thereafter.

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 Ave, 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, 2024 (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 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
- 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
179 Sully's Trail, Suite 200
Pittsford, NY 14534
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 Ave
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: _____
William Moehle
Town Supervisor

Date: _____

**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**

By: _____
Michael Rotondo, M.D.
CEO UR Medical Faculty Group

Date: _____



Public Works Department

Evert Garcia, P.E.
Commissioner of Public Works

December 1, 2023

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

Re: Purchase of Vialytics Road Management System

Dear Councilperson DiPonzio and Committee Members:

We are seeking authorization for the purchase of Vialytics, an innovative intelligent road management system. This system is designed to automatically assess the condition of our local roads, providing data that will enhance our ability to plan, budget, and execute our annual pavement treatment program.

In 2021, the Department of Public Works launched an initiative to develop a conditions inventory for Town owned roadways based on the Cornell Asset Management Program – Road & Streets (CAMP-RS). This pavement management system assesses the condition of the roadway along with several other criteria to develop a pavement condition index, PCI. Although the data obtained through this system has proven to be valuable, the process used to obtain the data is complex and requires substantial time and effort from staff to complete on an annual basis. The annual collection of this data is important to establish trendlines and historical context of our treatment program.

The purchase of Vialytics will allow our department to speed up the complex pavement condition inventory process with the help of an AI-based evaluation of our roadways. Vialytics is an intelligent road management system that utilizes advanced technologies, including artificial intelligence and data analytics, to automatically evaluate the condition of our local roads. Using sensors and cameras on the provided mobile devices which are mounted to Town fleet vehicles, Vialytics continuously monitors and assesses road surfaces, identifying areas that require attention. Afterwards, the data collected by the software is displayed on a secure web system for review, analysis, and planning purposes. This real-time data allows for proactive planning and targeted interventions to address issues before they escalate, ultimately extending the lifespan of our road infrastructure. This system aligns with our Town's commitment to leveraging technology for better municipal management and ensuring the highest quality of service for our residents. An example of the algorithm in action can be viewed through this link: [US AI Box Edit Clip 1.mp4](#)

Although not specifically budgeted for in 2023, we have identified funds available for this purchase in the D.HWY.5110-Road Repair account. We kindly request that FASC recommends that the Town Board authorize the Supervisor to enter into an agreement with Vialytics for the purchase of their intelligent road management system for a not to exceed price of \$19,000.00 for a 12-month term, subject to the review

2300 Elmwood Avenue Rochester, New York 14618 www.townofbrighton.org
Evert.Garcia@townofbrighton.org 585-784-5222

and approval of the agreement by the Attorney to the Town. Like many modern software solutions, Vialytics operates on an annual subscription model and therefore, if the Town chooses to continue using the system after the initial 12-month term, there would be an annual recurring fee of \$19,000.00. Any increases in annual costs would be communicated to the Town prior to the end of the annual term.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 6, 2023, meeting in the event to answer any questions that you might have regarding this matter.

Sincerely,



Evert Garcia
Commissioner of Public Works

Cc: Steve Zimmer
Earl Johnson
Bridget Monroe
John Mancuso

Enc: Vialytics Price Quote
Metuchen (NJ) White Paper

vialytics Order form

Company Information		Customer Account Payable Information	
Licensee Doing business as Brighton, NY		Purchase Order	
Payment method ACH		AP Software registration required? No	
Primary Billing Contact Name Evert Garcia Email evert.garcia@townofbrighton.org		AP contact Name Name Email	
Shipping Address Street City Zip State		Billing Address Street City Zip State	
Order Summary			
Vialytics Rep name Tom Cummins		Automatic renewal Yes	
Payments Due 30 days after receipt		Start date 12-01-2023	
Term 12 months		End date 11-30-2024	
		Order Number vialytics-Q-74	
		Sales Tax	Applicable Tax will be assessed/ included upon invoicing
Customer Remittance Information			
Payment by wire		Payment by check	
Bank Name: PNC Bank		Address: VIALYTICS AMERICAS INC	
Bank Address: VIALYTICS AMERICAS INC 1483 State Route 24 Suite 4 Kinnelon, NJ 07405		PO Box : 830101 PHILADELPHIA PA 19182-0101	
Routing No.: 031 207 607			
Account No.: 814 168 9258			

Annual Recurring Service Fees

Item Name	List Price/Unit	Quantity	Discount	Net price/Unit	Net price per Year
smartphone rent	\$500.00	2	0%	\$500.00	\$1,000.00
vialytics Core - Main Roads	\$299.00	49	31.75%	\$204.08	\$10,000.00
vialytics Inventory Management - Main Roads	\$129.00	49	36.72%	\$81.63	\$4,000.00
vialytics Maintenance - Main Roads	\$129.00	49	36.72%	\$81.63	\$4,000.00
(US) Free User Accounts	\$0.00	10	0%	\$0.00	0
					\$19,000.00


Onetime Service Fees

Item Name	List Price/Unit	Quantity	Discount	Net price/Unit	Net Price
(US) Web System Setup	\$9,500.00	1	100%	\$0.00	0
Hardware Package	\$250.00	2	100%	\$0.00	0
					0

General Terms and Conditions

The parties agree to be bound by the terms of the vialytics General Terms and Conditions ("GTC") available at <https://www.vialytics.com/gtc>, which is incorporated herein by reference. This Order and the GTC together constitute the entire agreement between vialytics and Licensee governing the products and services referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Order and the GTC, this Order shall govern. The signatory below represents that he or she has the authority to bind Licensee to the terms of this Agreement. The terms of this Order are vialytics confidential information.

Signatures

<div>Place, Date</div> <div>Signature client</div>	<div>Short Hills, 11-07-2023</div> <div>Place, Date</div> <div>  </div> <div>Andreas Kozma President</div>
--	--

Metuchen pioneers Road Management

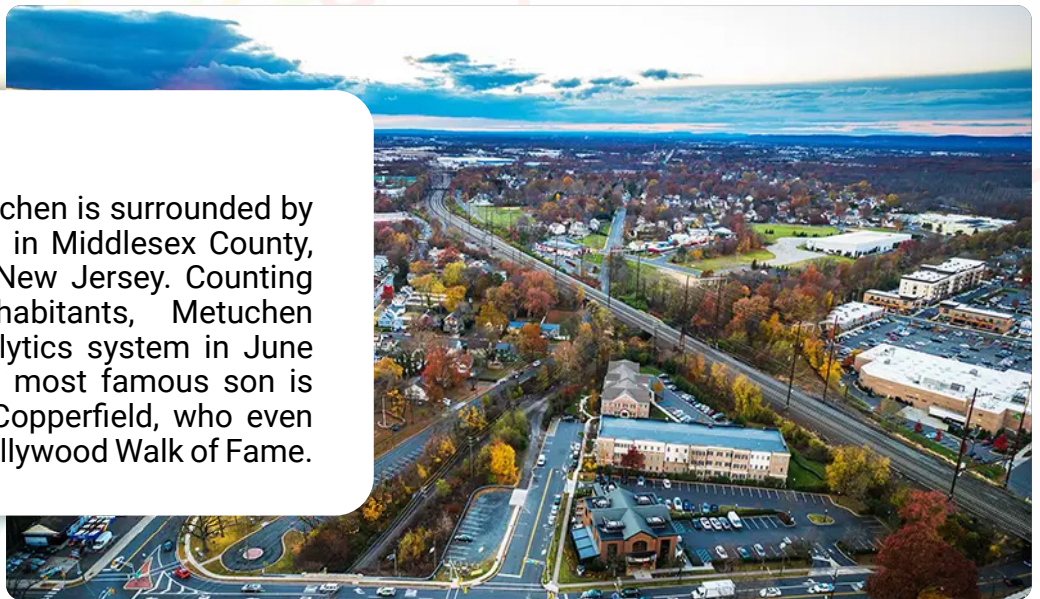
New Jersey, USA | Road network: 44 miles | 15.000 inhabitants

Metuchen (New Jersey) is one of the first US municipalities to manage their road network with the vialytics System. Metuchen's Borough Administrator Melissa Perilstein is responsible for keeping the boroughs road

network in good shape. She shares her insights after the first few months of using the system and highlights the improvements in comparison to prior methods of road management.

Metuchen:

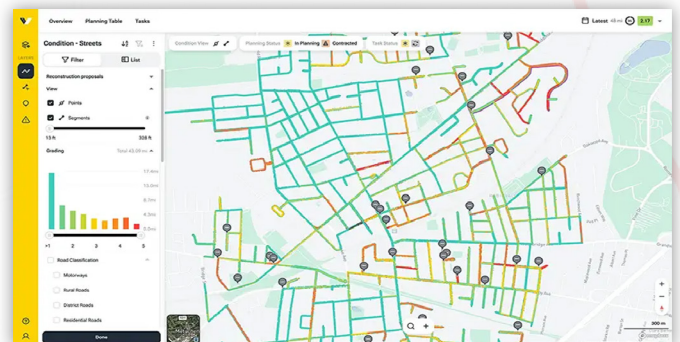
The borough of Metuchen is surrounded by the Edison Township in Middlesex County, in the Northeast of New Jersey. Counting around 15.000 inhabitants, Metuchen implemented the vialytics system in June 2023. The boroughs' most famous son is TV magician David Copperfield, who even owns a star on the Hollywood Walk of Fame.



Past Challenges: "There was no systematic process"

According to Melissa Perilstein, one of Metuchen's main challenges in the past was ensuring a proper methodology for categorizing roadway conditions: "We were looking to take the somewhat subjective component out of the mix and to keep the data up to date. But most of it was based on a compilation of resident complaints, engineering, and DPW evaluations. There was no systematic process."

Keeping up with budgets and regulations while implementing measures can be overwhelming. Many cities and towns struggle with outdated, manual recording



of road conditions, often still done with pen and paper. Time-consuming and subjective evaluation of this data hinders the ability to take quick measures where needed.

The smart solution: All processes in one system

With the vialytics system, data collection, maintenance, and planning go hand-in-hand in one single system. Melissa Perilsteins explains: "Using the vialytics technology has revolutionized our processes! We have real-time data on our roadways in one place where we can identify future tasks for the upcoming budget cycles."

The condition data is recorded via a smartphone mounted on the windshield of any municipal vehicle. While driving along the roads, the system takes a geo-referenced image every 13 feet. The integrated Artificial

Intelligence automatically detects damages on the road surface in 15 different categories.

Afterwards, all data is displayed in the web system and accessible via a secure web browser. Every picture taken and every task created can be viewed seamlessly without having to be on-site. In the map mode, road damage and marked spots are shown in detail and transferred to a planning section to organize long-term maintenance measures or quick repairs.

Melissa Perilstein concludes: "vialytics has been a real game changer."



Patrick Glaser
vialytics CEO and Co-
Founder

"Our unique selling point is the combination of high-precision AI technology and enabling our partner municipalities to get an overview of their road conditions at any time."

Real-time data for better planning



More Efficiency

Save time and personnel
through smart
management with AI



Automated Analysis

Objective data is
processed and
prepared automatically



Easy Prioritization

Never lose track of
dangerous spots and
fix them right away



Your vialytics contact:

Liz Grogan
Customer Success Manager
Mail: l.grogan@vialytics.com
Phone: +1 (917) 612-9289

Scan here:

