

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

Meeting Date: Wednesday, January 17, 2024 (8:30 a.m.)

Location: Auditorium, Brighton Town Hall

1. Approval of Minutes – Receive and file minutes from January 3, 2024.
2. Request for the Town Board to authorize the Town Supervisor to sign the Cyber Insurance Policy renewal at an annual rate of \$15,850 (Town Clerk) - Request from Dan Aman for Town Board action to approve the annual cyber insurance renewal contract and premium of \$15,850 (an increase of 1,5%, or \$260, from the 2023 calendar year (see letter from D. Aman).
3. Request for the Town Board to authorize the Town Supervisor to sign a Service Agreement with Sirness Vending Services to provide Vending Services at mutually agreed upon town locations for 2024 - 2025 (Facilities) – Request from Earl Johnson & Gary Donofrio for Town Board action to authorize the Town Supervisor to sign a vending agreement with Sirness Vending for two years, renewable for another two years with written agreement of each party, and which pays the town \$400.00 annually (see letter from E. Johnson).
4. Request for the Town Board to authorize the Town Supervisor to sign an engagement letter with Mengal Metzgar Barr & Co, LLP for all audit services for 2023 & 2024 (Finance) – Request from Earl Johnson for Town Board action to authorize the Town Supervisor to sign an engagement letter for all audit services with Mengal Metzgar Barr & Coy, LLP for the 2023 & 2024 audits at a 4% increase each year as opposed to the original quote for 2023 at an 8% increase for audit services (see letter from E. Johnson).
5. Request for the Town Board to accept a donation from the United States Tennis Association (Recreation) – Request from Rebecca Cotter for Town Board action to accept a \$977.89 donation from the United States Tennis Association's (USTA) School Youth Tennis Initiative to be used in the development of a tennis program as part of the Recreation Department's Afterschool Program (see letter from R. Cotter).
6. Request for Town Board authorization to declare the Recreation Department's 2008 Chevy Impala LT as surplus and authorize its disposal (Recreation) – Request from Rebecca Cotter for Town Board action to authorize the disposal of the Recreation Department's 2008 Chevy Impala via the next Roy Teitsworth municipal auction (see letter from R. Cotter).

7. Request for the Town Board to authorize the Town Supervisor to sign a Memo of Understanding (MOU) with Nazareth College to allow Graduate Level Art Therapy Students to provide programming (Recreation) – Request from Rebecca Cotter for Town Board action to authorize the Town Supervisor to sign an MOU with Nazareth College to allow Graduate Level Art Therapy Students to provide programming focusing on wellness strategies to Brighton Recreation Program Participants at no cost to the Town of Brighton (see letter from R. Cotter).
8. Request for the Town Board to discuss the scope of work for the Town Hall project and review of the provided documents for consideration (Public Works).

EXECUTIVE SESSION – Discuss employment of a particular person

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, FEBRUARY 17, 2024, 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



Finance Department

Earl Johnson
Director of Finance

January 14, 2024

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

Re: Beazley Group 2024 Cyber Insurance Policy

Dear Honorable Town Board:

The Town of Brighton Town Clerk Dan Aman solicited a renewal quote for town 2024 Cyber Insurance from the Beazley Group. The proposal is for the exact same coverage and a 1.5%, or \$260, increase in cost to \$15,850. It is Dan Aman's recommendation that we accept this quote for our Cyber Insurance coverage as attached.

We are asking the Town Board to authorize the Town Supervisor to sign the renewal for our 2024 Cyber Insurance pending review by the Town Attorney.

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

Sincerely,

Earl Johnson

Earl Johnson
Director of Finance



BEAZLEY BREACH RESPONSE

QUOTE

QUOTE ISSUED: 08-Jan-2024

Renewal of: W31525230201

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,

Beazley Group
30 Batterson Park Rd.
Farmington, CT 06032

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2024.

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	\$15,850

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

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2024.

GENERAL INFORMATION

Quote Effective Until: 18-Jan-2024

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

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

Insurer: Syndicate 3623 at Lloyd's. (Non-Admitted)

POLICY INFORMATION

Policy Period: From: 18-Jan-2024 To: 18-Jan-2025
Both at 12:01 a.m. Local Time at the Named Insured Address

Continuity Date: 18-Jan-2018

Optional Extension Period: 12 Months

Optional Extension Premium: 100% of the Annual Policy Premium

Notified Individuals Threshold: 100 Notified Individuals

Waiting Period: 8 Hours

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

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

ENDORSEMENTS EFFECTIVE AT INCEPTION		
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1.	SCHEDULE	Lloyd's Security Schedule
2.	BSLMUNMA2868	Lloyd's Certificate - No policy language
3.	E14873 062021 ed.	Amend Definition Of Damages Endorsement
4.	E10595 112017 ed.	Asbestos, Pollution, and Contamination Exclusion Endorsement
5.	E11122 012018 ed.	Cap on Losses Arising Out of Certified Acts of Terrorism
6.	E10596 122019 ed.	Choice of Law and Service of Suit <ul style="list-style-type: none"> Agent For Service: <i>Lloyd's America, Inc., Attention: Legal Dept., 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017</i> Choice of Law: <i>New York</i>
7.	E11783 072018 ed.	Computer Hardware Replacement Cost <ul style="list-style-type: none"> Sublimit: <i>\$2,000,000</i>
8.	E10675 012019 ed.	Contingent Bodily Injury With Sublimit Endorsement <ul style="list-style-type: none"> Sublimit: <i>\$250,000</i>
9.	E12968 052019 ed.	CryptoJacking Endorsement <ul style="list-style-type: none"> Sublimit: <i>\$2,000,000</i> Retention: <i>\$25,000</i>
10.	E15627 012023 ed.	First Party Loss Exclusion Amendatory Endorsement
11.	E11848 072018 ed.	Invoice Manipulation Coverage <ul style="list-style-type: none"> Limit: <i>\$100,000</i> Retention: <i>\$25,000</i>
12.	NMA1256	Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
13.	E06928 082020 ed.	Policyholder Disclosure Notice of Terrorism Insurance Coverage
14.	NMA1477	Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
15.	E13038 062019 ed.	Reputation Loss <ul style="list-style-type: none"> Limit: <i>\$2,000,000</i> Retention: <i>\$25,000</i>
16.	E02804 032011 ed.	Sanction Limitation and Exclusion Clause
17.	E15626 012023 ed.	War and Cyber War Exclusion
18.	E12604 012019 ed.	Amend Definition of Data
19.	E07594 112017 ed.	Amend Notified Individuals Threshold
20.	E12698 022019 ed.	Amend Other Insurance Clause – Primary With Respect To Breach Response Services And First Party Loss
21.	E11917 082018 ed.	Amendatory Endorsement <ul style="list-style-type: none"> Broker Name: <i>ARC</i>

INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2024.

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|-----|-------------------|------------------------------------------------------|
| 22. | E15628 012023 ed. | Catastrophic First Party Loss Amendatory Endorsement |
| 23. | E13915 052020 ed. | Employee Device Endorsement |
| 24. | E10944 032019 ed. | Post Breach Remedial Services Endorsement |
| 25. | E13372 092019 ed. | State Consumer Privacy Statutes Endorsement |

Beazley's Cyber Services

With Beazley's 360° approach, cyber & tech policyholders have access to a comprehensive set of solutions created to help protect themselves on all fronts from the dangerous world of cyber risks. These solutions include pre-breach and risk management services offered through Beazley Breach Response (BBR) Services.

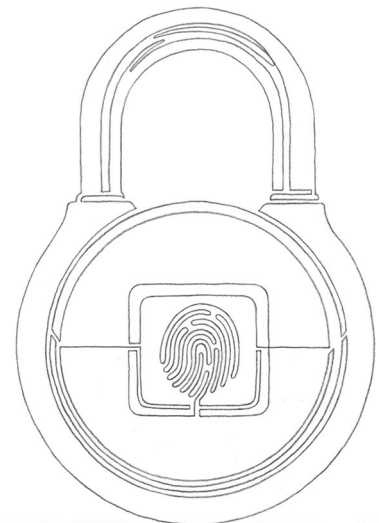
Resources available:

- Beazley's current panel of service providers
- Information on the risk management tools and resources included with your policy, including Beazley's in-house risk management portal, www.beazleybreachsolutions.com
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online
- Online cyber business interruption guide
- Beazley's 360° approach to ransomware protection
- A listing of cyber security vendors through which Beazley cyber & tech policyholders can benefit from discounted rates for anti-phishing tools and training, email security and identity and access management solutions, cyber risk assessment and testing, and other pre-breach services.

To learn more about Beazley's cyber services, visit

www.beazley.com/cyberservices.

The descriptions contained in this communication are for preliminary informational purposes only. The product is available on an admitted basis in some but not all US jurisdictions through Beazley Insurance Company, Inc., and is available on a surplus lines basis through either Beazley Excess and Surplus Insurance or a licensed surplus lines brokers underwritten by Beazley syndicates at Lloyd's. The exact coverage afforded by the product described herein is subject to and governed by the terms and conditions of each policy issued. The publication and delivery of the information contained herein is not intended as a solicitation for the purchase of insurance on any US risk. Beazley USA Services, Inc. is licensed and regulated by insurance regulatory authorities in the respective states of the US and transacts business in the State of California as Beazley Insurance Services (License#: 0G55497).



beazley

Effective date of this Endorsement: 18-Jan-2024

This Endorsement is attached to and forms a part of Policy Number:

LLOYD'S SECURITY SCHEDULE

Syndicate 3623 100%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

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Finance Department

Earl Johnson
Director of Finance

January 13, 2024

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

Re: 2024-2025 Sirness Vending Agreement

Dear Honorable Town Board:

The Town of Brighton has had a two-year contract with Sirness Vending Services to provide vending services as requested at mutually agreed upon town locations in exchange for a \$350 annual payment made to the town. With the contract expiring, Sirness Vending Services has provided a new agreement for 2024-2025 in exchange for a \$400 payment to the town annually. This agreement may be extended for two one-year periods upon written agreement of each party.

I am asking the Town Board to authorize the Town Supervisor to execute these documents with Sirness Vending Services pending review by the Town Attorney.

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

Sincerely,

Earl Johnson

Earl Johnson
Director of Finance



STANDARD SERVICE AGREEMENT

This Agreement is made on **12/20/2023** between **SIRNESS VENDING SERVICES**, located at 3595 Buffalo Road, Rochester, NY 14624, and **TOWN OF BRIGHTON**, whose facilities are located at 2300 Elmwood Ave, Rochester, NY 14618, 220 Idlewood Road, Rochester, NY 14618, and 1941 Elmwood Ave Rochester, NY 14620.

Each Party agrees to the terms set forth below:

Customer does hereby grant SIRNESS VENDING SERVICES exclusive rights to sell and provide coffee, food, beverages, snacks, fruit, ice cream, and related items in automated vending machines and/or micro markets in all mutually agreed upon locations. The term of this agreement shall be for **24 months**, commencing on **01/12/2024**. This agreement shall continue on a month-to-month basis after conclusion of the above stated term, unless notice to terminate is given. This agreement may be renewed for two one-year-terms, upon written agreement of Each Party.

Town of Brighton will receive \$400.00 annually.

SIRNESS VENDING SERVICES at its sole expense agrees to provide the following:

- Install vending, micro market, and coffee equipment at mutually-agreed-upon locations within Customers facilities.
- Repair and Maintenance of Provided Equipment
- Workers' Compensation and Liability Insurance covering equipment, vehicles, and property.
- Quarterly reporting indicating sales and marketing data for each segment of the operations.

CUSTOMER is to provide adequate space, all necessary utilities, and reasonable access to its premises for Sirness Employees as necessary for the operation and maintenance of Provided Equipment.

Termination of this agreement may be made by either party upon sixty days' written notice via registered mail under the following conditions: Customer's right to terminate shall only be exercised in the event that Sirness Vending Services has not fulfilled its obligation to provide proper service and equipment maintenance. Written notification of said failure, with thirty days to correct any deficiency must be given, and if Sirness Vending Services has not made reasonably satisfactory corrections within this time period, termination notice may be served. Sirness Vending Services may terminate with sixty days' notice in the event these services prove to be unprofitable.

If Sirness Vending Services is required to hire an attorney to enforce its rights under this Agreement and should it be successful in whole or in part, Customer shall be responsible for all of Sirness Vending Service's reasonable legal fees and disbursement.

This agreement shall be construed and legal relationships between the parties thereto, shall be determined in accordance with the laws of the State of New York. Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

FOR: _____

FOR: Sirness Vending Services, Inc.

_____ (signature)

_____ (signature)

_____ (print name)

_____ (print name)

_____ (title)

_____ (title)

_____ (date)

_____ (date)



Finance Department

Earl Johnson
Director of Finance

January 5, 2024

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

Re: 2023 Annual Audit Fees
Mengel Metzger Barr & Co., LLP

Dear Honorable Town Board:

Currently, the Town Board has held an Engagement Letter for Accounting Services with Mengel Metzger Barr & Co. Last year their fees increased 5.8% and our initial quote for 2023 services was for an increase of 8.0%. After negotiation, MMB offered a two-year agreement with increases of 4.0% for 2023 and 4.0% for 2024 per the schedules below:

	2022	2023 1 st Quote	2023 2 nd Quote	2024 2 nd Quote
• Regular Audit	\$22,500	\$23,800	\$22,700	\$23,600
• AUD Preparation	1,550	1,675	1,550	1,600
• Special Review	2,000	2,300	2,300	2,400
• Justice	2,800	3,000	3,000	3,125
• Clerk/Receiver	1,825	2,300	2,300	2,400
TOTALS	\$30,625	\$33,075	\$31,850	\$33,125

Therefore, I request the Town Board approve the second of the two agreements for services of the 2023 & 2024 years and that the Supervisor be authorized to sign the associated engagement letters with the lower fee increases of 4.0% for 2023 and 4.0% for 2024 audit services.

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

Sincerely,
Earl Johnson
Earl Johnson
Director of Finance

**TOWN OF BRIGHTON
NEW YORK**

ENGAGEMENT LETTER

For Years Ended December 31, 2023 and 2024



BUSINESS
ADVISORS
AND CPAS



BUSINESS
ADVISORS
AND CPAS

January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

The following represents our understanding of the services we will provide the Town of Brighton, New York (the Town).

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2023 and 2024, and for the years then ended and the related notes, which collectively comprise the Town's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Changes in the Town's Total OPEB Liability and Related Ratio (GASB 75) (Unaudited)

- Schedule of Town's Proportionate Share of the Net Pension Liability (Unaudited)
- Schedule of Town Contributions (Unaudited)
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (Non-GAAP Basis) and Actual – General Fund and Major Funds(Unaudited)

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Balance Sheet – Nonmajor Governmental Funds
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America ;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the Town complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform:

- We will assist in preparing the financial statements of the Town in conformity with U.S. generally accepted accounting principles based on information provided by and approved by you.
- We will data enter the Town Annual Financial Report - Update Document for the years ended December 31, 2023 and 2024 based on the trial balance and budget status reports provided by you. This report will be completed for the Town, for filing with the New York State Department of Audit and Control. If circumstances exist which would preclude the timely filing of this report, you would be notified immediately.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- This engagement is limited to applicable professional services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town with regard to tax positions taken in the preparation of the tax return, but the Town must make all decisions with regard to those matters.
- Our work in connection with the preparation of the annual update document does not include any procedures designed to discover defalcations or other fraud, should any exist. You have the final responsibility for the information returns. Therefore, you should review them carefully before filing.

Reporting

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to *appropriate addressee, e.g., governing body* of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report to those charged with governance and an advisory comment letter, (if applicable), upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

In the event we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate, incomplete, or misleading information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

We will maintain various physical, electronic, policy, and procedural safeguards to guard your information and personal data. We may communicate with you or your personnel and/or store data through e-mail, facsimile, third-party vendor secured portals or cloud environments, or other electronic means. Electronic data that is confidential may be transmitted and/or stored using these methods, and you authorize us to do so.

Notwithstanding the security measures and safeguards employed by us and/or our third-party vendors, you accept that we have no control over the unauthorized interception or breach of communication and/or data. All confidential, proprietary, and personally-identifiable information should be transmitted through secure means which we have available. Information transmitted to you through our secure Engagement Organizer may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our fees to complete the above services for the Town of Brighton as of December 31, 2023 and 2024 will be computed at our regular per diem rates, plus travel and other out-of-pocket costs as follows:

	<u>2023</u>	<u>2024</u>
Regular Audit	\$22,700	\$23,600
Annual Financial Report-Update Document	1,550	1,600
Total	<u>\$24,250</u>	<u>\$25,200</u>

There will be an additional charge associated with meeting with your Board (if requested) that will be billed at \$395 for each meeting.

Mr. Michael DeBadts is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Mengel Metzger Barr & Co., LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Government Auditing standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed non-audit services.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mengel Metzger Barr & Co., LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agent pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Mengel Metzger Barr & Co., LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agent. The regulatory agent may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

We do not charge for any phone consultation throughout the year. If you require accounting assistance which necessitates travel to your location, we will charge an hourly rate and mileage. Our current hourly rates will be as follows:

Partner	\$ 350	Director	\$ 250	Manager	\$ 200-245
Supervisory Staff	\$ 185	Staff	\$110-150		

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Mengel Metzger Barr & Co., LLP



Michael DeBadts, CPA, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Brighton, New York by:

Signature: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

September 17, 2021

To The Partners of Mengel, Metzger, Barr & Co., LLP and the National Peer Review Committee of the AICPA.

We have reviewed the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Mengel, Metzger, Barr & Co., LLP has received a peer review rating of *pass*.

Henderson Hutcherson
& McCullough, PLLC

1200 Market Street, Chattanooga, TN 37402 | T 423.756.7771 | F 423.265.8125

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

TOWN OF BRIGHTON

NEW YORK

PROPOSAL FOR AGREED - UPON PROCEDURES

DECEMBER 31, 2023 and 2024



BUSINESS
ADVISORS
AND CPAS



BUSINESS
ADVISORS
AND CPAS

January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

This letter sets forth our understanding for applying agreed-upon procedures to the Town of Brighton, New York as of or for the periods ended December 31, 2023 and 2024. The Town is responsible for the books and records.

This engagement is solely for the purpose of reporting our findings in regard to the results of the procedures performed as summarized below. This report is intended for use by: Town Board and is expected to be restricted to the use of these specified parties.

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

The procedures we will perform are as follows:

1. For a selected sample, we will examine payroll processing and documentation for the Brighton Memorial Library which retains original "time card" reporting.
2. We will inspect a significant sample of selected cash disbursements for adequacy of documentation prepared by Town departments relating to soliciting competitive pricing for goods and services, including professional services, and to provide reasonable assurance of conformity to the Town's procurement policy.
3. We will inspect the financial related confidential records maintained by the Police Department to ensure appropriate use of Town funds relating specifically to the Police Department Confidential Fund.
4. We will inspect investment transactions and accounting records maintained by the Finance Department for conformity with the Town Board's deposit and investment policy.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the AICPA. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the Town of Brighton, New York and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information to you through a secure Engagement Organizer in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, financial statements, reports to management, fixed asset reports, and tax returns. Information on the Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Mr. Michael DeBadts is the engagement partner for the services specified in this letter. His responsibilities include supervising of Mengel Metzger Barr & Co., LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed \$2,300 for 2023 and \$2,400 for 2024.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,
Mengel Metzger Barr & Co., LLP



Michael DeBadts, CPA, Partner

This letter correctly sets forth our understanding.

Sign: _____ Title: _____

TOWN OF BRIGHTON

NEW YORK

PROPOSAL FOR AGREED - UPON PROCEDURES

TOWN CLERK / RECEIVER OF TAXES

DECEMBER 31, 2023 and 2024





BUSINESS
ADVISORS
AND CPAS

January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

This letter sets forth our understanding for applying agreed-upon procedures on the transactions of the Town Clerk and Receiver of Taxes of the Town of Brighton, New York for the years ended December 31, 2023 and 2024.

This engagement is solely for the purpose of reporting our findings in regards to the results of the procedures performed as summarized below. The procedures we will perform have been agreed to by the Town Board:

For two randomly selected months, the following procedures will be applied to evaluate the Town Clerk/Receiver of Taxes' financial records for the years ended December 31, 2023 and 2024:

Town Clerk

1. We will inspect internal accounting controls and procedures relating to the Town Clerk's office operations.
2. We will inspect two monthly bank reconciliations for completeness and accuracy.
3. We will select two test months and perform the following:
 - a. We will trace daily cash reports to monthly totals ensuring accuracy and proper documentation of any differences.
 - b. We will trace daily totals in sample months to bank deposit slips and original source documentation to ensure accuracy and timeliness.
 - c. We will inspect disbursements to ensure appropriateness and timeliness.

Receiver of Taxes

1. We will inspect internal accounting controls and procedures.
2. We will sample deposit batches for timeliness and agreement.
3. We will sample overpayments/duplicates for proper documentation.
4. We will reconcile payments to town/county/school against approved tax warrant and any reports of uncollectible balances.
5. We will inspect two monthly bank reconciliations for completeness and accuracy.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants and, the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and/or any other standards or requirements to be followed. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. The sufficiency of these procedures is solely the responsibility of the specified parties. Consequently, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose.

The agreed-upon procedures to be performed do not constitute an examination or review of the subject matter. Accordingly, we will not express an opinion or conclusion on the subject matter. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

Our report will list the procedures performed and our findings. Our report will be addressed to the Town of Brighton, New York and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information to you through a secure Engagement Organizer in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, financial statements, reports to management, fixed asset reports, and tax returns. Information on the Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Mr. Michael DeBadts is the engagement partner for the services specified in this letter. His responsibilities include supervising of Mengel Metzger Barr & Co., LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed \$2,300 for 2023 and \$2,400 for 2024.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,
Mengel Metzger Barr & Co., LLP

A handwritten signature in black ink, appearing to read "Michael DeBadts", with a stylized flourish at the end.

Michael DeBadts, CPA, Partner

This letter correctly sets forth our understanding.

Signed By: _____ Title: _____

TOWN OF BRIGHTON

NEW YORK

PROPOSAL FOR AGREED - UPON PROCEDURES

JUSTICE ACCOUNT

DECEMBER 31, 2023 and 2024





BUSINESS
ADVISORS
AND CPAS

January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

This letter sets forth our understanding for applying agreed-upon procedures to the Justice Accounts of the Town of Brighton, New York for the years ended December 31, 2023 and 2024.

This engagement is solely for the purpose of reporting our findings in regards to the results of the procedures performed as compared to the accounting and reporting requirements outlined in the New York State Comptroller's Handbook for Town and Village Justice Accounts. The procedures we will perform have been agreed to by the Town Board:

The procedures we will perform are in accordance with the annual checklist for Review of Justice Court records per NYS Comptroller as follows:

1. We will obtain a summary of cash receipts and cash disbursements for the year, and we will verify the clerical accuracy. We will also examine source documents for a sample of months to verify amounts reported.
2. We will inspect and test bank reconciliations for two random months, and at year end, for the justice fine and bail accounts.
3. For the same two months, above, we will review the monthly report submitted to the New York State Comptroller for the following:
 - a) For a sample of fines, criminal and civil cases, and dismissed charges, we will examine the supporting case file, supporting cash receipt and how it was reported.
 - b) For a sample of bail activity, we will examine the supporting case file and cash receipt, and disbursement documentation.
4. We will inspect outstanding bail at year end against case files and accounting information to verify it is proper outstanding bail.
5. We will inspect a sample of accounts receivable to ensure reporting to DMV is made timely and unpaid/unanswered tickets are properly scofflawed.
6. We will inspect the internal accounting control procedures for the Justice Accounts.

7. Upon completion of the procedures noted above, we will issue a report providing findings and recommendations for procedural improvements.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants and, the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and/or any other standards or requirements to be followed. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. The sufficiency of these procedures is solely the responsibility of the specified parties. Consequently, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose.

The agreed-upon procedures to be performed do not constitute an examination or review of the subject matter. Accordingly, we will not express an opinion or conclusion on the subject matter. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

Our report will list the procedures performed and our findings. Our report will be addressed to the Town of Brighton, New York and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information to you through a secure Engagement Organizer in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, financial statements, reports to management, fixed asset reports, and tax returns. Information on the Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Mr. Michael DeBadts is the engagement partner for the services specified in this letter. His responsibilities include supervising of Mengel Metzger Barr & Co., LLP services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed \$3,000 for 2023 and \$3,125 for 2024.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,
Mengel Metzger Barr & Co., LLP

A handwritten signature in black ink, appearing to read "Michael DeBadts", written over a horizontal line.

Michael DeBadts, CPA, Partner

This letter correctly sets forth our understanding.

Signed: _____ Title: _____



Recreation Department

Rebecca Cotter
Recreation Director

January 8, 2024

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

RE: USTA Eastern Grant Acceptance

I respectfully request your permission to authorize Supervisor Moehle to accept grant money from United States Tennis Association (USTA) School Youth Tennis Initiative in the amount of \$977.89 to be used in the development of a Tennis Program as part of the Recreation Department Afterschool Program. I further request the authorization of any necessary budget amendments as needed due to the award of this grant.

Dispersal of these grant monies will be used for the training of staff, and the purchase of tennis equipment.

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

Thank you for your consideration,

Rebecca J. Cotter

Rebecca J. Cotter
Recreation Director
Town of Brighton

Dec. 15, 2023

RECEIVED
DEC 26 2023

Dear Rebecca,

Congratulations! On behalf of USTA Eastern, it is my pleasure to congratulate Town of Brighton on the School Youth Tennis Initiative grant award. A check in the amount of \$977.89 will be sent to the address you listed on the W9 for the work at growing more tennis opportunity with instruction to the school students. Please note that this funding is for equipment as you outlined in your budget.

You will be receiving a notification to submit the follow-up form through our grant portal. Therefore, maintain a record and account for the use of the School Youth Tennis Initiative grant to submit that to our office through the [USTA Eastern Grant portal](#). Also, we would appreciate you sharing any press coverage, photos or social media posts related to your grant funded program. You can share that information directly with a member of the [Community Tennis Department at USTA Eastern](#). Please continue to communicate with them on the progress of your program.

Thank you for all you do for the game and for the schools in your area.

Sincerely,

Jocelyn Cruz-Alfalla

Jocelyn Cruz-Alfalla
Director, Schools & Community Tennis



Recreation Department

Rebecca Cotter
Recreation Director

January 9, 2024

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

Dear Board Members:

I respectfully request your permission to declare the Recreation Department's, 2008 Chevy Impala LT (VIN#: 2G1WS583681334705) as surplus and authorize the disposal of the same via the next Roy Teitsworth municipal auction.

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

Thank you for your consideration,

Rebecca J. Cotter
Recreation Director
Town of Brighton

cc: Steve Zimmer, Deputy Commissioner of Public Works



Recreation Department

Rebecca Cotter
Recreation Director

January 2, 2024

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

Re: MOU with Nazareth College

Dear Honorable Members:

I am requesting that your Honorable Town Board authorize Supervisor Moehle to review and sign a Memo of Understanding with Nazareth College to allow Graduate Level Art Therapy Students to provide programming focusing on wellness strategies through art for Brighton Recreation Program Participants at no cost to the Town.

The MOU has been reviewed by the Attorney to the Town and will include any noted revisions before being signed by Supervisor Moehle.

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

Sincerely,

Rebecca J. Cotter
Recreation Director
Town of Brighton



Public Works Department

Evert Garcia, P.E.
Commissioner of Public Works

January 12, 2024

Heather Landis
InEx Architecture PC
133 S. Fitzhugh Street
Rochester, New York 14608

RE: Town Hall Renovation Project
Phase 2.0
Architectural Services and Construction Administration

Dear Ms. Landis,

We are formally requesting a proposal for additional professional services to complete the Architectural Design and Construction Administration for the Town of Brighton Town Hall Renovation Project. These services will include Comprehensive Architectural and Engineering services, including structural, mechanical, plumbing, fire protection, electrical, civil engineering, and such other specialty services, including IT and AV services necessary to complete the "First Priority Project" of the Town Hall Renovation project as outlined in the Task C Report previously provided by your firm. The breakdown of the scope of services is included below in more detail:

1. Design Development Phase

- 1.1. Detailed design of the First Priority Project as outlined in the Task C Report and attached herein.
 - 1.1.1. Prepare and submit the following at two stages, 50% and 90%, Project Building and Site Design Drawings and Preliminary Specifications;
 - 1.1.1.1. Plans, sections, elevations, typical construction details
 - 1.1.1.2. Diagrams or layouts of building systems along with efficiency calculations
 - 1.1.1.3. Establishment of the architectural, structural, mechanical, and electrical systems
 - 1.1.1.4. Technical specifications that outline types and quality of materials and system types.
 - 1.1.1.5. Review and confirm that the current ADA rules and code requirements are incorporated into the building renovations and site plans.
 - 1.1.2. Prepare and submit at two stages, 50% and 90%, comprehensive budgets, including hard and soft costs for construction, and special inspections. The Town of Brighton is subject to prevailing wage requirements in accordance with New York State Law.
 - 1.1.3. Prepare and submit a detailed Proposed Schedule of Construction.
- 1.2. Architect shall meet with the Town to present final plans for review and comment. Architect shall incorporate appropriate Town comments into the project design and prepare 100% complete plans and specifications.

- 1.3. The Architect shall prepare and submit the appropriate documentation to obtain permits for all jurisdictional agencies. We anticipate that permits will be required from the following agencies: Monroe County Department of Transportation (MCDOT), Monroe County Water Authority (MCWA), and the Monroe County Department of Health (MCDOH).

2. Construction Document Phase

- 2.1. Prepare complete Construction Documents and Specifications in conformance with the requirements of the approved Design Plans, in such detail as to allow for detailed bidding by trade contractors.
- 2.2. Submit Construction Documents for review at 50%, 90%, and 100% stages of completion. Advise the Town of any changes in the Comprehensive Budget at each review stage.
- 2.3. Revise plans as required to reflect issues noted by review at each stage.
- 2.4. Prepare adjusted Final Comprehensive Budget.
- 2.5. Prepare adjusted Final Proposed Schedule of Construction.

3. Bid Phase

- 3.1. Preparation of complete bid documents, specifications, and RFP for construction, suitable for public bidding and conduct a pre-bid conference. It is anticipated that bids for this project will exceed the threshold for New York State's Wick's Law. Therefore, the project specifications shall be developed in accordance with Wick's Law for multiple prime contracts for General Construction, Plumbing/Fire Protection, Electrical, and HVAC systems. It is anticipated that the Town will hire a Project Coordinator to manage and oversee the multiple prime contracts for this project. The Architect shall work in conjunction with the Project Coordinator to ensure a successful project.
- 3.2. Identify special inspections necessary for the various improvements included in the scope of work.
- 3.3. Respond in writing to questions from bidders and prepare addenda as necessary.
- 3.4. Distribute plans and bid documents to interested bidders and keep a record of plan holder's list.
- 3.5. Evaluation of bids based upon bidders' qualifications, compliance with RFP requirements and price, and make a recommendation of award.

4. Town Hall Construction Administration Phase

It is anticipated that the Architect's obligation during the Construction Phase will involve traditional Construction Administration services including but not limited to plan and specification interpretation and clarification as necessary, submittal review, attendance at job meetings, assistance in compliance throughout construction, assistance in the coordination of special inspections, review of materials testing, inspection of work performed by contractor(s), conduct inspections as necessary to determine progress and completion of work, review of change order requests and pay applications, and advise the Town in determining final acceptance and completion of work. The Architect will work in conjunction with a Project Coordinator who the Town will hire to manage the multiple prime contracts on this project.

- 4.1. Attend a Pre-Construction meeting and regular construction progress meetings that will be coordinated by the Project Coordinator. The meetings shall include a review of project management, project schedule, and project progress.
- 4.2. Review and approval of shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.)
- 4.3. Review and approve all Requests for Payment, Change Orders, etc., and assist the Project Coordinator in maintaining a log of all such documents.
- 4.4. Review and respond to Request for Information (RFIs) questions and concerns from the contractor in resolution of problems.

- 4.5. Review of special inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.
- 4.6. Assist the Project Coordinator in the Substantial Completion Inspection, assist in the coordination and preparation of punch list, substantiate that items noted are completed, and issuance of Substantial Completion Certificate.
- 4.7. Upon completion of the Project, Architect will be responsible for certifying that, to the best of their professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

5. Timeline

The Town of Brighton is seeking to have bidding for the construction of the Project in August 2024 and the start of construction in September 2024.

6. Price Proposal

The price proposal should set forth the fees for services and method of calculating rates for the additional professional services scope of work. Please provide a firm fixed “not to exceed” price for the services to be provided. The price proposal shall include printing, overhead and miscellaneous expense costs.

If you have any questions or would like clarification on the requested scope of work, please feel free to contact me.

Sincerely,

Evert Garcia
Department of Public Works

Town of Brighton Town Hall Evaluation

FIRST PRIORTIY PROJECT PLANS - REVIEW
JANUARY 10, 2023

PUBLIC WORKS COMMITTEE



Agenda:

1. Review Phase One Plan
2. Review Alternatives

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The “First Priority Project”

1. HVAC Improvements
 - Per existing conditions plus accessible/unisex bathroom + mother’s room
 - Structural work for rooftop units
2. Full Building Asbestos Removal (Abatement)
3. Accessibility (ADA-compliance)
 - Front entry build-out of stairs, landing, and (2) entry ramps.
 - First Floor accessible restroom & mother’s room.
 - (3) new service counters for both accessibility and security upgrades
4. Security
 - Cameras and fobbed entries per existing layout
5. Finishes
 - As required to accommodate mechanical & remediation disturbances
 - Finish upgrades to Auditorium

FIRST PRIORITY PROJECT						
AREA	CONTRACTS					TOTAL COST
	GC	FP	PL	MC	EC	
RENOVATIONS	\$ 1,869,346	\$ -	\$ 30,558	\$ 2,177,873	\$ 623,533	\$ 4,701,311
RAMP, STEPS AND ASSOCIATED SITE WORK	\$ 781,265	\$ -	\$ -	\$ -	\$ 27,911	\$ 809,175
BASE BID TOTAL PROJECT CONSTRUCTION COST	\$ 2,650,610	\$ -	\$ 30,558	\$ 2,177,873	\$ 651,444	\$ 5,510,486

ALTERNATES						
AREA	CONTRACTS					TOTAL COST
	GC	FP	PL	MC	EC	
ALT #1 - ADD DPW AREA RENOVATIONS	\$ 785,412	\$ -	\$ 63,692	\$ 52,235	\$ 134,346	\$ 1,035,684
ALT #2 - ADD ALL OTHER RENOVATIONS	\$ 1,190,994	\$ -	\$ 335,686	\$ 130,840	\$ 1,036,822	\$ 2,694,342
ALT #3 - ADD PAVING / STORM	\$ 1,505,367	\$ -	\$ -	\$ -	\$ -	\$ 1,505,367
ALT #4 - ADDITION	\$ 468,301	\$ -	\$ 18,660	\$ 14,620	\$ 31,432	\$ 533,014
ALT # 5 - ADD SNOW MELT SYSTEM	\$ -	\$ -	\$ -	\$ 146,932	\$ 12,856	\$ 159,788
ALT #6 - DEDUCT HVAC VALUE ENGINEERING	\$ -	\$ -	\$ -	\$ (437,923)	\$ (29,690)	\$ (467,612)
ALT #7 - DEDUCT ABATEMENT ONLY AS REQUIRED FOR FIRST PRIORITY PROJECT	\$ (292,610)	\$ -	\$ -	\$ -	\$ -	\$ (292,610)
ALTERNATES TOTALS	\$ 3,657,464	\$ -	\$ 418,038	\$ (93,296)	\$ 1,185,767	\$ 5,167,973
TOTAL PROJECT CONSTRUCTION COST WITH ALTERNATES	\$ 6,308,074	\$ -	\$ 448,597	\$ 2,084,577	\$ 1,837,211	\$ 10,678,459

(-) 760,222

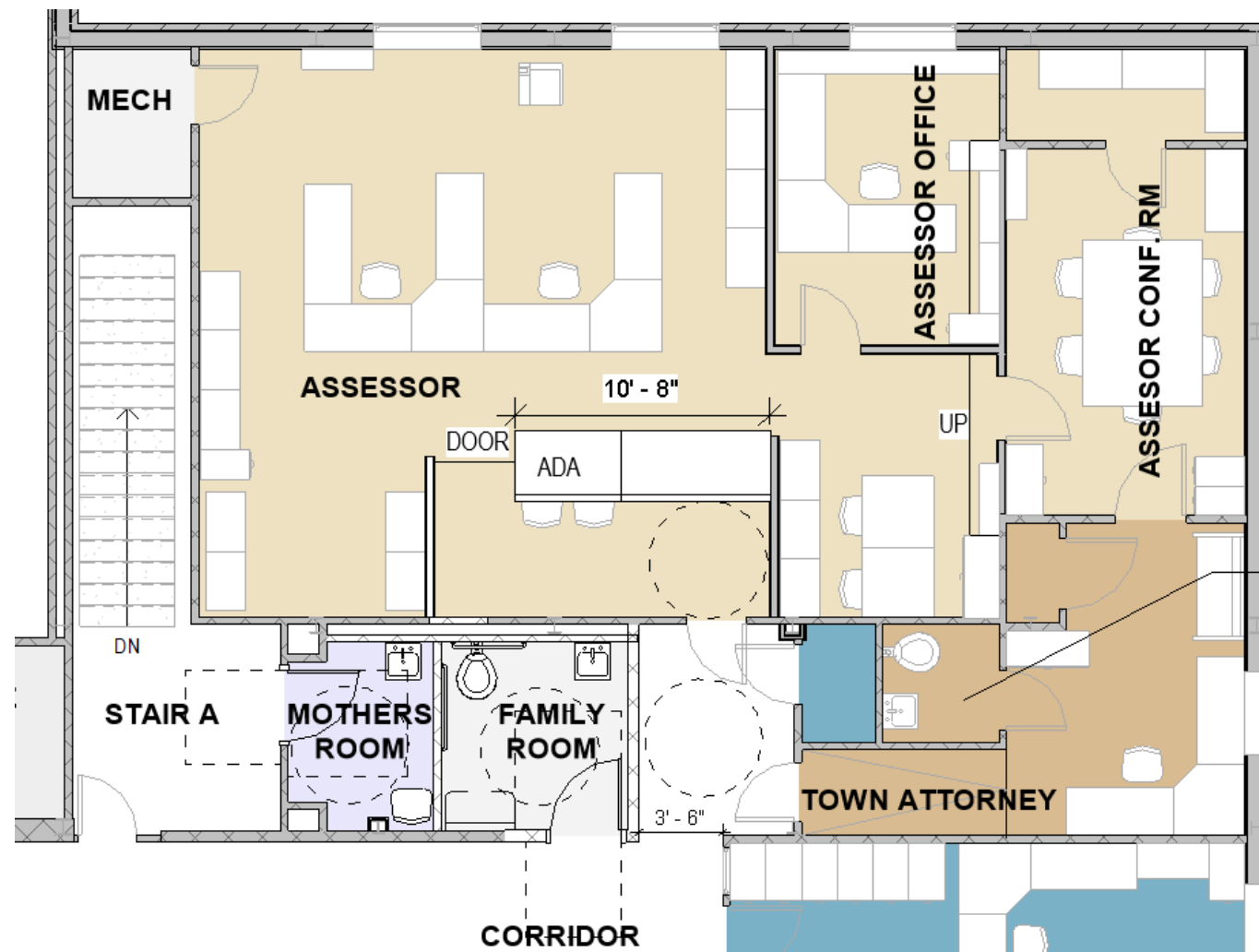
balance from
"original" project

RELOCATION ESTIMATE	\$ 380,000
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- MEP UPGRADES
- ABATEMENT
- UNI-SEX/ FAMILY + MOTHERS
- ACCESSIBLE COUNTERS
- SECURITY

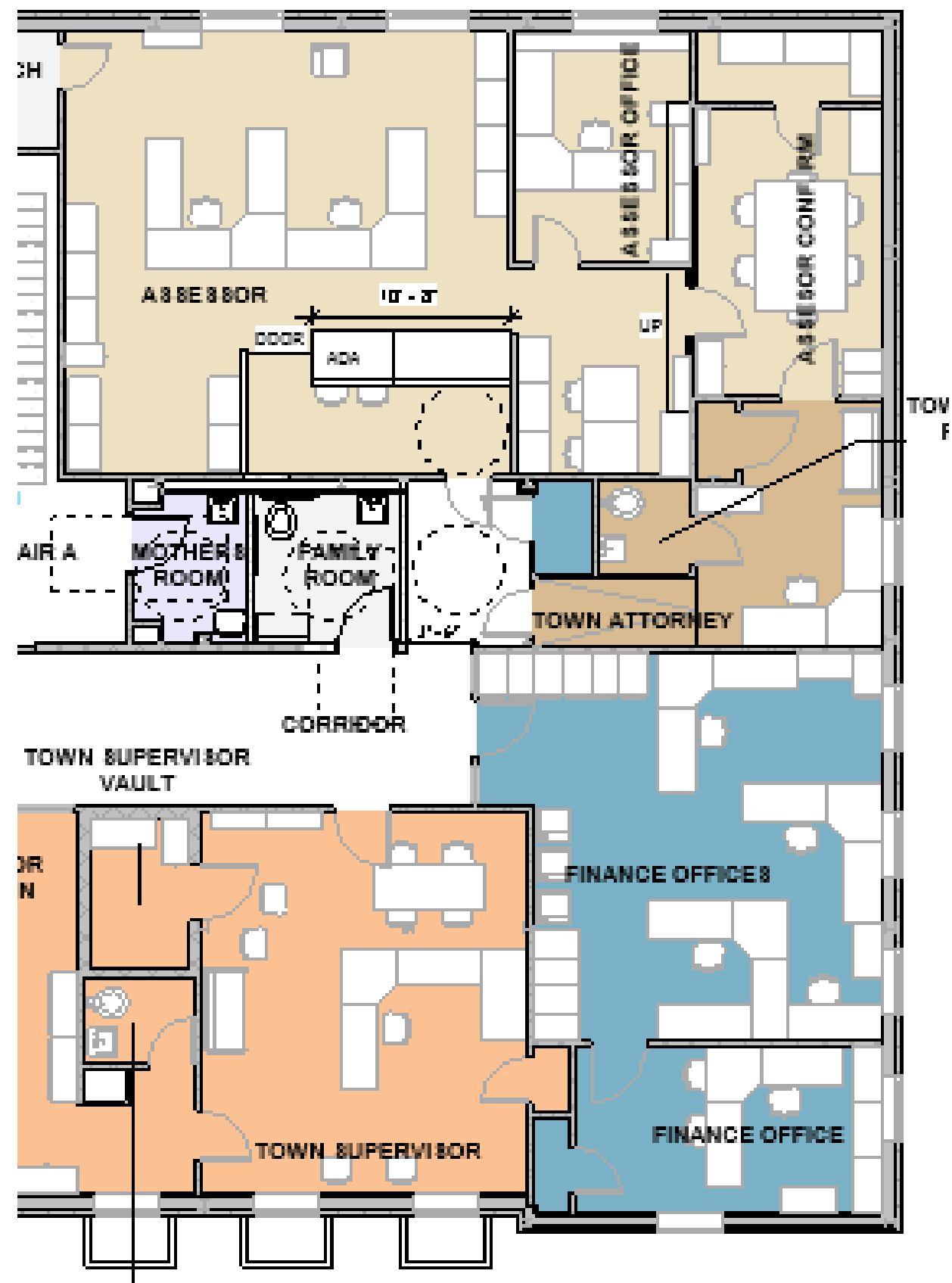
- RAMPS, STAIRS, ENTRY
- RELOCATION ESTIMATE



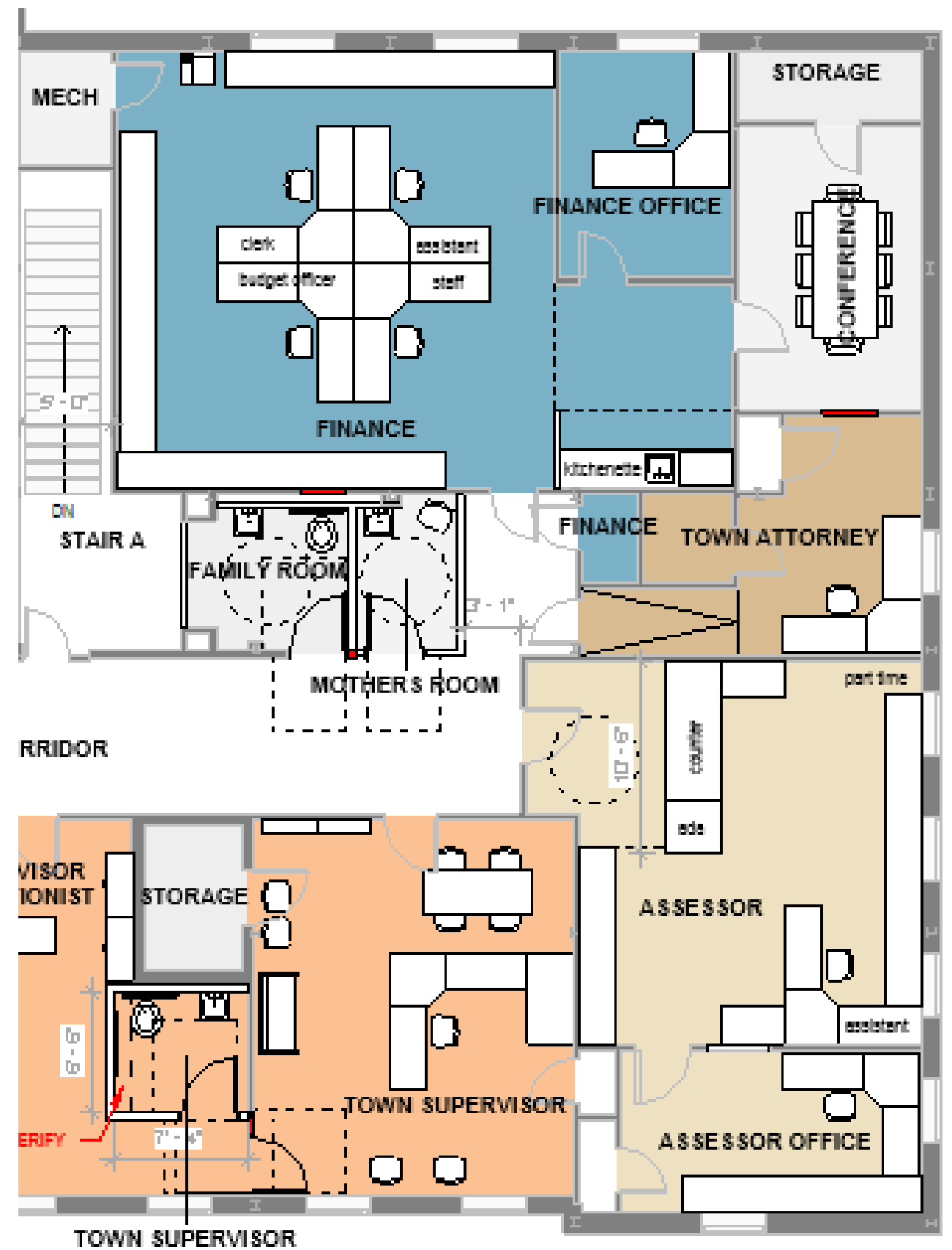
- **MEP UPGRADES**
 - PER EXISTING PLANS + MOTHERS AND FAMILY RM
 - REMOVED FIRE PROTECTION (REDUCED SCOPE)
- **ABATEMENT**
 - FULL ENVIORNMENTAL REMEDIATION
- **UNI-SEX / FAMILY + MOTHERS**
 - ADJUSTED ASSESSOR SPACE AND DOOR TO MOTHERS
- **ACCESSIBLE COUNTERS**
 - BASIS OF DESIGN PER DIAGRAM AND AS SHOWN ON PLAN
 - COUNTERS CONFIGURED IN EXISTING CONDITION
- **SECURITY**
 - INCLUDES (10) FOBBED DOORS
 - VIDEO SURVELLIANCE
- **FINISHES**
 - ONLY WHERE DEMO'D FOR ABATEMENT AND/OR MECHANICAL
= MOST CEILINGS & LIGTHING, SOME FLOORS
 - UPGRADES TO AUDITORIUM



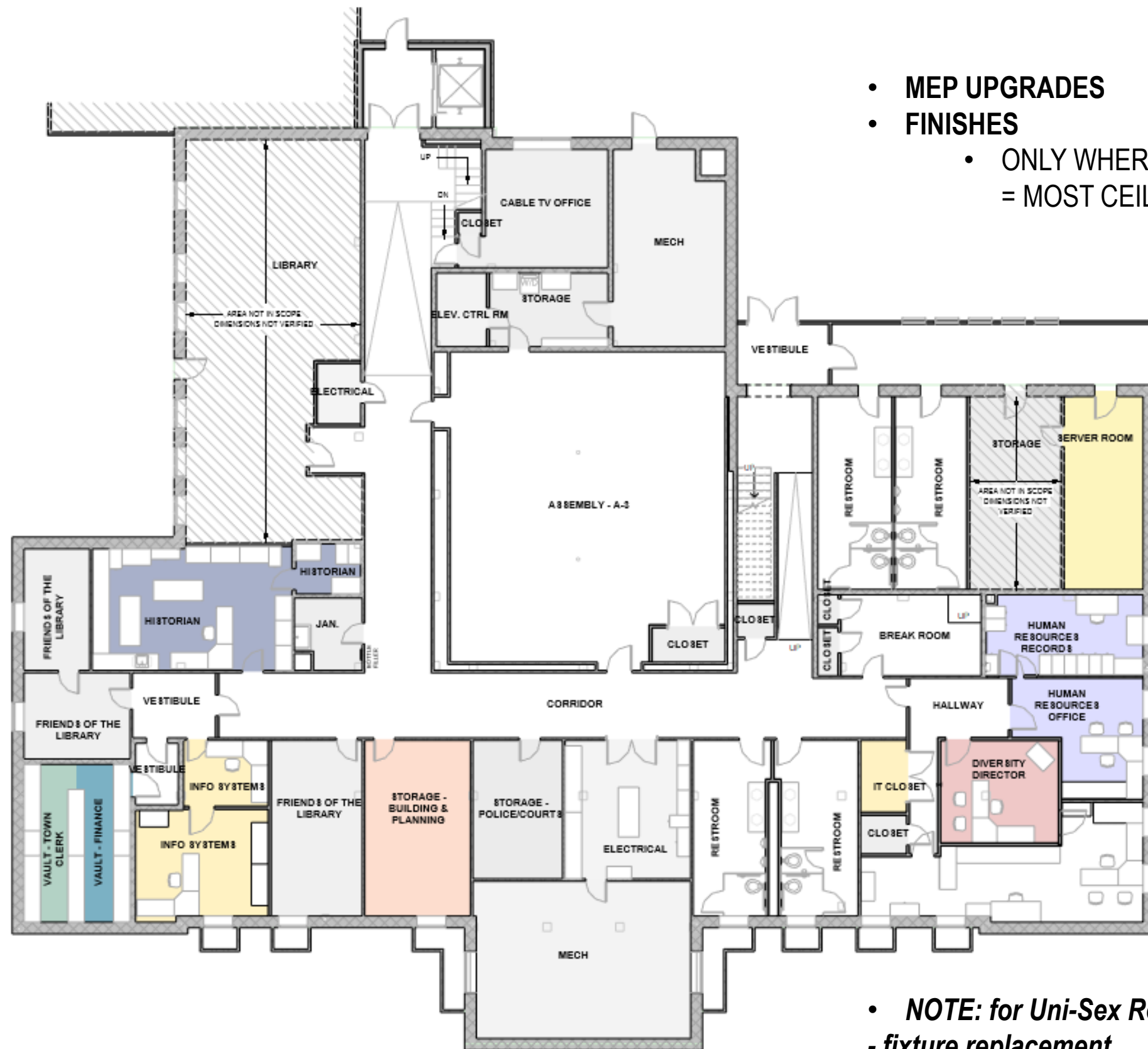
- --- DOES NOT INCLUDE ---
- BRICK AND PARAPET REPAIRS
- WOOD WINDOW REFURBISHMENT



PROPOSED "PHASE ONE"



PREVIOUS MASTER PLAN

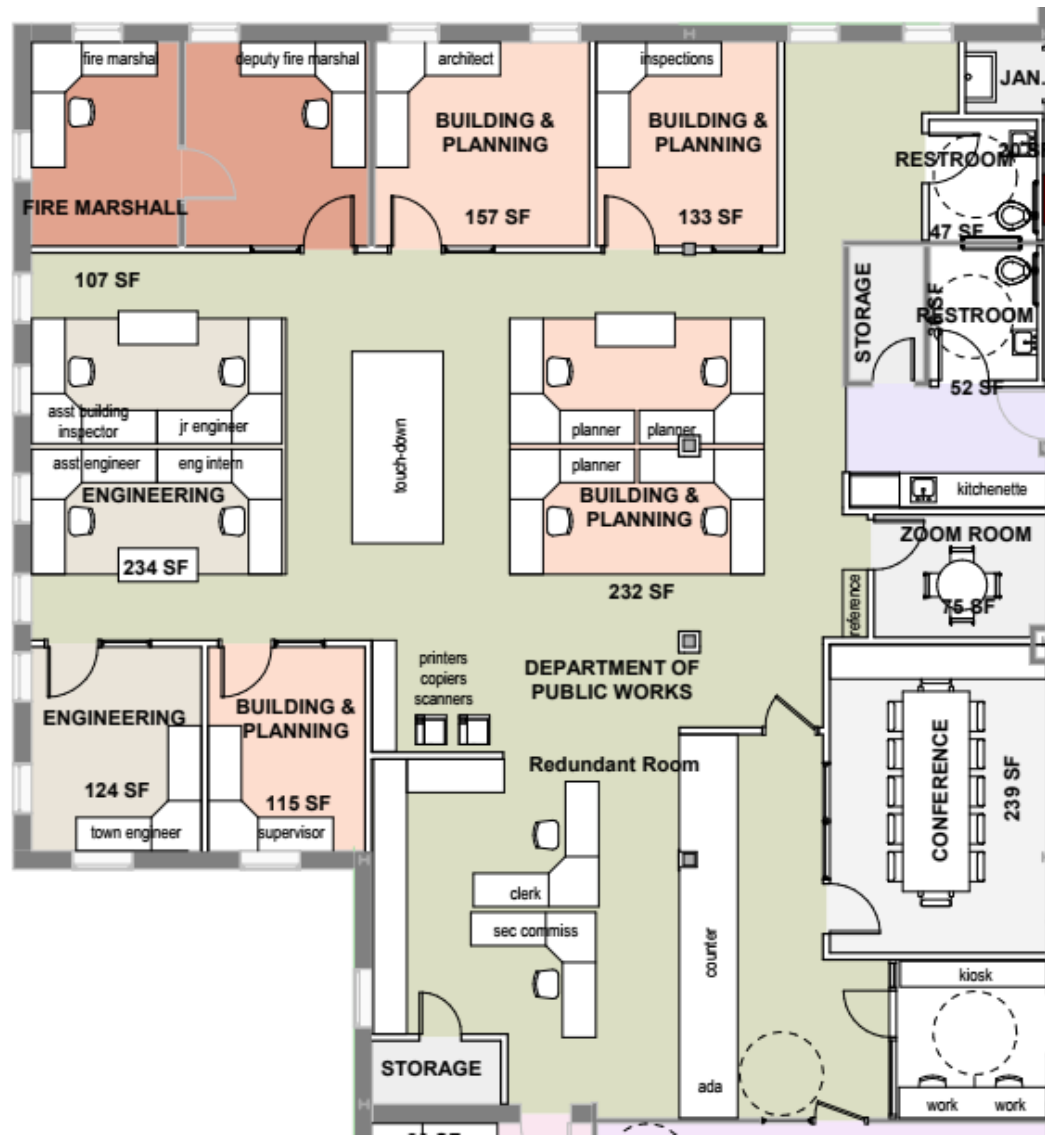


- MEP UPGRADES
- FINISHES
 - ONLY WHERE DEMO'D FOR ABATEMENT AND/OR MECHANICAL
= MOST CEILINGS & LIGHTING, SOME FLOORS

- **NOTE: for Uni-Sex Restrooms, minimum recommendation:**
 - fixture replacement
 - full height stalls

Agenda:

1. Review Phase One Plan
2. Review Alternatives



- | ALTERNATES | | | | | | |
|-----------------------------------------------------------------------|---------------------|-------------|-------------------|--------------------|---------------------|---------------------|
| AREA | CONTRACTS | | | | | TOTAL COST |
| | GC | FP | PL | MC | EC | |
| ALT #1 - ADD DPW AREA RENOVATIONS | \$ 785,412 | \$ - | \$ 63,692 | \$ 52,235 | \$ 134,346 | \$ 1,035,684 |
| ALT #2 - ADD ALL OTHER RENOVATIONS | \$ 1,190,994 | \$ - | \$ 335,686 | \$ 130,840 | \$ 1,036,822 | \$ 2,694,342 |
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| ALT # 5 - ADD SNOW MELT SYSTEM | \$ - | \$ - | \$ - | \$ 146,932 | \$ 12,856 | \$ 159,788 |
| ALT #6 - DEDUCT HVAC VALUE ENGINEERING | \$ - | \$ - | \$ - | \$ (437,923) | \$ (29,690) | \$ (467,612) |
| ALT #7 - DEDUCT ABATEMENT ONLY AS REQUIRED FOR FIRST PRIORITY PROJECT | \$ (292,610) | \$ - | \$ - | \$ - | \$ - | \$ (292,610) |
| ALTERNATES TOTALS | \$ 3,657,464 | \$ - | \$ 418,038 | \$ (93,296) | \$ 1,185,767 | \$ 5,167,973 |