

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

**Meeting Date: Wednesday, October 16, 2024 (8:30 a.m.)
Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes from October 2, 2024.
2. Authorize the Town Supervisor to direct a budget amendment transferring funds to increase part-time Architect wages for 2024 (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 200 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, Clerk III) = \$9,700.00
To: A.DPW.8020.1.20 (PT Wages) = \$9,700.00
3. Request for Town Board to give permission to declare two police vehicles as surplus and prepare them for auction (Police) – Request from Chief Catholdi for the Town Board to give permission to the Chief of Police to declare the listed vehicles as surplus and prepare them for auction; if appropriate one vehicle may be repurposed to another town department (see letter from D Catholdi).
4. Request for the Town Board to authorize the Town Supervisor to sign an agreement with Iron Mountain to supply record storage, relocation and retrieval services as described (Public Works) – Request from Ken Hurley for Town Board action to authorize the Town Supervisor to sign an agreement with Iron Mountain to supply record storage, relocation and retrieval services at an amount not to exceed \$48,240.32 and that the Town Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price (\$4,824.03) (see letter from K Hurley).
5. Presentation of the Supervisor's 2024 Town Budget Report for the Nine-month Period Ended September 30, 2024 (E Johnson, Director of Finance).

EXECUTIVE SESSION – Discuss employment of a particular person

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, November 6, 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****



Town of
Brighton

Building and Planning Department

Commissioner of Public Works – James P. Sprague, P.E.

Rick DiStefano
Senior Planner

October 8, 2024

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

Re: 2024 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). Due to an increase of building permit activity and time spent on diligently working on the Town Hall renovation project she has been averaging 24 +/- hours a week and will eclipse the budgeted 1,155 hours within the next few weeks. For that reason, I'm requesting additional hours to cover her existing and projected future workload. I request the Finance Committee authorize a transfer of \$9,700.00 from current appropriations within the Building & Planning Department to add an additional 200 hours (8 weeks at 25 hrs per week) to this position for 2024.

These funds 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, Clerk II) \$9,700.00
To: A.DPW.8020 1.20 (part-time wages) \$9,700.00

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
Jim Sprague, Commissioner of Public Works



Town of
Brighton

Brighton Police Department

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



MEMORANDUM

David Catholdi
Chief of Police

To: Chief Catholdi

From: Lt. K.E. Woodard

Subject: Surplus Vehicle Request

Date: 10/1/2024

I am requesting permission to declare the following police vehicles are surplus and prepare them for auction.

1. 2018 Dodge Charger. The VIN# is 2C3CDXKT7JH303974 and the control number is 127. The vehicle has 93,233 miles. It is in need of a costly repair to the engine and it is at the end of its life as a police fleet vehicle.
2. 2020 Ford Explorer. The VIN# is 1FM5K8AW9LGA29778 and the control number is 135. The vehicle has 92,558 miles. It has reached the end of its life as a police vehicle.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Keith Woodard".

Lt. Keith Woodard

CC Captain Caraballo
Administrative Analyst J.P. O'Brien



Town of
Brighton

Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

Ken Hurley, P.E.
Town Engineer

October 15, 2024

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

Re: Town Hall Renovation -
Secure Storage Services Agreement

Dear Councilperson Salzman and Committee Members:

The Town Hall Renovation project will require the temporary relocation and secure, environmentally controlled storage, shredding services for Town Hall records and documents during the Town Hall renovated process until completion. One key element for this service is that the Town, upon request, would be able to temporarily retrieve and return documents as needed during our relocation. Scanning services would be beneficial to the Town and would be considered once the overall construction budgeting was determined.

Over the last few months, we have reached out to four separate providers of this type of service. We had contacted and sent out Requests for Proposals (RFPs) to these providers. Upon discussions and receipt of proposals, we found the following: the first provider (Records Nation (Buffalo Office)) was located in Buffalo and would not be able to provide readily accessible document retrieval, the second provider contacted (Records Nation – National Network was contacted) was a nationwide provider and could not provide a location of one of their networked storage facilities that was local or would be able to provide readily available retrieval services and responded that they would not be able to provide service for the Town, the third provider (Eco Green Park), while local, indicated that a responsive records retrieval time was not available and could take up to a week or greater to retrieve documents. We currently contract with Eco Green Park for document shredding services and Town staff have indicated that they've experienced several previous coordination and billing issues that have led to continued problems and stated that they would not recommend Eco Green Park to provide this service. The fourth service vendor contacted was Iron Mountain. Iron Mountain provided the most responsible proposal, which broke down costs into one (1) time services and monthly storage fees. Iron Mountain also provides record and map scanning services. The Iron Mountain proposal has been attached for reference.

Individual record retrieval costs have been provided by Iron Mountain, but we cannot determine how many records will need to be retrieved and or how many FOILs may be required while we are temporarily relocated. I would recommend anticipating a \$7,500 cost for record retrieval to be added to the anticipated price cost.

Iron Mountain provided an estimated storage cost based on 727.2 cubic feet of box storage. We will not know exactly how many boxes and storage will be needed until everything is packed and moved, so I would recommend that 1,000 cubic feet of storage should be anticipated. With the unit cost per square foot provided, the monthly storage fee for 1,000 cubic feet and administration fee would be \$1,013.95. I would recommend that a 24-month storage duration be anticipated for budgeting, so the overall storage fee would be \$24,334.80.

The pricing schedule provided for services and supplies has an estimated total of \$16,405.52.

The proposal costs for the anticipated storage, retrieval, and pricing schedule fees as indicated above have a total cost of \$48,240.32.

I am requesting that the FASC recommend that the Town Board authorize the supervisor to endorse an agreement with Iron Mountain to provide secure document storage services associated with the Brighton Town Hall Renovation project for a cost not to exceed \$48,240.32. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price (\$4,824.03).

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 16, 2024, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,



Ken Hurley, P.E.

Department of Public Works

Cc: Jim Sprague
Gary Donofrio



This Statement of Work ("SOW") is a proposal by Iron Mountain information Management, LLC ("Iron Mountain", "IRM" or "IM") to perform the services described herein, including the pricing, assumptions, and terms and conditions that will apply to a contract resulting from this SOW.

Throughout this SOW, certain provisions have been selected for incorporation herein either by (i) check of a clause(s) that is presented in full, or (ii) check of a link to static, dated clause or clauses incorporated by reference. In both instances (i) and (ii), such provisions are material to this SOW and applicable to a contract resulting from this SOW.

Customer Information ("Customer"):

Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618
Jeremy Lutz

Town of Brighton_RM	Date of SOW: 10/14/24
IMGS/SLED Number: SLED0004451	Project #: PR-008903

Proposal Validity Period: The terms and fees quoted under this SOW will only remain valid for acceptance by Customer until 90 days from the date of the proposal. Thereafter, Iron Mountain may modify the fees or terms and require a modified SOW.

Iron Mountain Contacts:

Kenya Brooks CSM kenya.brooks@ironmountain.com	Jason Lavery Project Solutions Specialist jason.lavery@ironmountain.com
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CONFIDENTIALITY

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Section 1

Introduction and Technical Statement of Work/ Performance Schedule

Records Storage & Services

Iron Mountain provides customers full services for all facets of records storage, including retrieval, transportation and processing. Iron Mountain's solution is cost effective and provides customers with quick and easy access to records in storage.

Project Scope and Workflow

Collection, transport and shredding services for an estimated 100 cartons. Cartons are currently located at Customer location 2300 Elmwood Avenue, Rochester, NY 14618.

Collection, transport, transmittal preparation, and receipt of an estimated 410 cartons (360- 1.2 and 50- 3.6) and 2 pallets (727.20 cubic feet) of Customer records located at 2300 Elmwood Avenue, Rochester, NY 14618.

Cartons will be transferred to an Iron Mountain facility in Rochester.

Upon receipt of signed Statement of Work, Iron Mountain will contact Customer to schedule execution of the workflow described herein.

Unless otherwise stated, Iron Mountain will follow standard operating procedures for all standard workflows including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. All work associated with this SOW will take place during standard Iron Mountain operating hours, 8AM – 5PM Monday through Friday (local time – excluding Iron Mountain holidays), unless otherwise specified and mutually agreed upon. These services will be executed in a mutually agreed upon service window based on the availability of Iron Mountain project teams while accommodating any service restrictions noted by Customer.

Upon arrival at the Customer's location, Iron Mountain will provide identification and ask for the designated Manager on Duty (MOD) or other specified Customer contact. The Customer will be required to escort Iron Mountain to the location of the records requiring service. In the event the location is not ready for service, an additional, billable service visit may be required. The Iron Mountain project team will pack the records into standard Iron Mountain RFID ready storage cartons. If a Customer chooses to use non-RFID ready cartons, separately purchased Iron Mountain RFID labels will be applied to the face of each storage carton to ensure proper disposition and chain of custody.

Customer expects the following fields to be captured, if applicable:

Major Description / Minor Description / Date Range / Alpha Range / Destruction Date

During the pickup process, the Iron Mountain courier will confirm receipt of each carton by scanning the barcode label associated to each carton. Cartons will be staged for transport and, prior to departure, the Iron Mountain courier will require the Customer MOD or designated Customer contact to confirm the carton quantity and provide signature to release the inventory. Upon arrival at the Iron Mountain record center, each carton will be processed following the established, Iron Mountain, standard operating procedure for receipt and entry. In the event that a carton arrives without RFID labels, a RFID label will be affixed, by Iron Mountain, at the customer's billable rate. Upon inbound completion, each carton will be placed into archival inventory through the putaway process.

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Prior to the scheduled service date Customer will prepare the records for transportation and shred. If using cartons, each carton must be in adequate condition to securely contain the records and withstand the rigors of transportation. Customer will clearly designate each carton marked for destruction, to ensure proper disposition.

Cartons will be prepared for transport and prior to departure Iron Mountain will require Customer MOD or designated Customer employee to sign confirming the carton quantity. Any cartons that are not clearly designated for destruction will not be picked up and will require a second service. The collected records will be transported to Iron Mountain to be shred. Unless otherwise stated, Iron Mountain will follow standard operating procedures for secure shredding.

Out of Scope Work

Any and all services not described under “Project Scope and Workflow” above are excluded from the scope of this SOW.

Customer Obligations

- Customer shall not store with Iron Mountain (or place in shredding bins) any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials.
- Customer shall not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value.
- Customer shall only place paper-based materials in the shredding bins.
- Customer warrants and covenants that its premises where Iron Mountain employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous materials.

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General Assumptions

This SOW is based on the following General assumptions.

- Unless otherwise stated, Iron Mountain will follow standard operating procedures for all standard workflows including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. Notwithstanding anything in any contract between Customer and Iron Mountain to the contrary, Customer acknowledges and expressly agrees that Iron Mountain's procedures involve (i) automated metadata extraction, (ii) temporary storage of such metadata in a cloud-hosted environment located in United States hosted by Google and exclusively managed by Iron Mountain; and (iii) quality control performed by Iron Mountain personnel located in India, Iron Mountain Services Private Limited.
- All work associated with this SOW will take place during standard Iron Mountain operating hours, 8AM-5PM Monday through Friday (local time – excluding Iron Mountain holidays), unless otherwise specified and mutually agreed upon.
- The services will be executed in a mutually agreed upon service window based on the availability of Iron Mountain project teams while accommodating any service restrictions noted by Customer.
- Projects requiring timeline acceleration are subject to additional charges.
- The total charges are an estimate only and will be determined based on actual services provided.

Should any of the assumptions above prove incorrect, the parties acknowledge that this will likely affect the project duration, price and/or quality.

Section 1 (continued)

(Checked statement applies to this SOW)

- ☒ NIST-800-171 or NIST-800-53 is not in scope of this proposal. If the Customer elects to add NIST SP 800-171 or NIST SP 800-53 requirements, it will be a change under the Changes clause of the applicable terms and conditions incorporated herein, for which IM will be entitled to an equitable adjustment.
- ☒ **Period of Performance:** The term of this order shall commence on the Effective Date of this SOW and shall continue for one (1) year after commencement.

Section 2

Pricing and Assumptions

Records Storage & Services

Pricing

Price (excluding taxes): \$16,405.52

Bill Code	Bill Code Description	Quantity	Rate	Extended Price
497	RFID Labels	412	\$1.140	\$469.68
220	Carton- Transportation Handling	727.2	\$4.560	\$3,316.03
4255	Supply- 1.2 Standard Carton	360	\$4.320	\$1,555.20
216	Trip Charge- Records Management	3	\$47.590	\$142.77
850	Carton- Receiving & Entry	727.2	\$4.040	\$2,937.89
840	Carton- Transmittal Preparation	412	\$2.780	\$1,145.36
2044	1.2 Standard Carton- Shred	100	\$10.930	\$1,093.00
216	Trip Charge- Shred	1	\$47.590	\$47.59
3370	Hourly Labor	50	\$101.060	\$5,053.00
4330	Supply- 3.6 Carton	50	\$12.900	\$645.00

PRICE ESTIMATE FOR: monthly storage					
PRICING INFORMATION					
BILL CODE	DESCRIPTION	Rate	CF	Quantity	Price
890	STORAGE, REGULAR	\$0.929	cf	727.2	\$675.56
318	ADMINISTRATION FEE	\$84.95	ea	1	\$84.95
PROPOSED ESTIMATED TOTAL PRICE					\$760.51

Section 2 (continued)

(Checked statement applies to this SOW)



Firm Fixed Unit Pricing and Firm Fixed Price Labor Task:

For the avoidance of doubt, Iron Mountain will perform services and will invoice non-hourly labor tasks monthly on a Firm Fixed Unit Price per task basis for actual quantities of tasks performed. For tasks identified as hourly labor, Iron Mountain will perform and invoice firm fixed-priced labor tasks at the total rate for the completed task irrespective of actual labor hours incurred to perform the completed task.



Taxes:

Customer will be invoiced and will pay all sales, use, property, ad valorem, value added, or similar taxes imposed as a result of the services, except for any corporate business taxes, franchise taxes, taxes based on Iron Mountain's income and/or gross receipts, withholding taxes, and personnel-related taxes. If Customer is exempt from a tax noted on an invoice, Customer will provide Iron Mountain with a valid exemption certificate.

Section 3

Terms and Conditions

Note: Linked terms and conditions are dated for version control and dated linked versions remain static. At the request of the Customer, hard copies of the checked terms and conditions will be attached to this SOW for ease of reference.

Checked Terms and Conditions are applicable to this SOW and the Contract resulting from it.

General Terms and Conditions

- IMGS 001- [General Terms and Conditions-All Services \(2023\)](#)
- IMGS 014- [Special Terms and Conditions- Secured Shred Services \(2023\)](#)

Negotiation Thresholds. Unless Iron Mountain and Customer have previously negotiated and currently have an agreement in place for the services described in Section 1 hereof, Iron Mountain will not negotiate terms and conditions for a contract resulting from this SOW for a contract or modification valued at less than \$25,000 (\$10,000 if, in Iron Mountain's sole discretion, the Customer's operational/technical/compliance requirements are materially different from those of the Customer's current agreement.)

Changes. Requests by Customer for changes in specifications, place or time of performance, or other performance or delivery requirements, including without limitation the assumptions upon which pricing is based, must be accepted by Iron Mountain, and will entitle Iron Mountain to an equitable adjustment in the price or performance schedule or both.

Order of Precedence. In the event of inconsistency or conflict, the terms of this SOW, including those incorporated by reference, will have precedence over the terms and conditions of a Purchase Order, Task Order or other Customer documentation related to the subject matter of this SOW.

Section 4

Acknowledgement/ Acceptance

(Checked statement applies to this SOW)

State or Local Government, or Higher Education Customer

Customer and Iron Mountain through their respective authorized representative, signify their agreement to and acceptance of this SOW by their signatures below, effective as of the later date of execution (the "Effective Date").

Customer: Town of Brighton	Iron Mountain
Authorized Signature:	Authorized Signature:
Name of Individual Signing (Print):	Name of Individual Signing (Print): Michelle Schreiber
Title:	Title: Public Sector Contracts Administrator
Signing Date:	Signing Date: 10/14/24

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Supervisor's Report 2024 Town Budget

For the ninth-month period
ending 9-30-2024



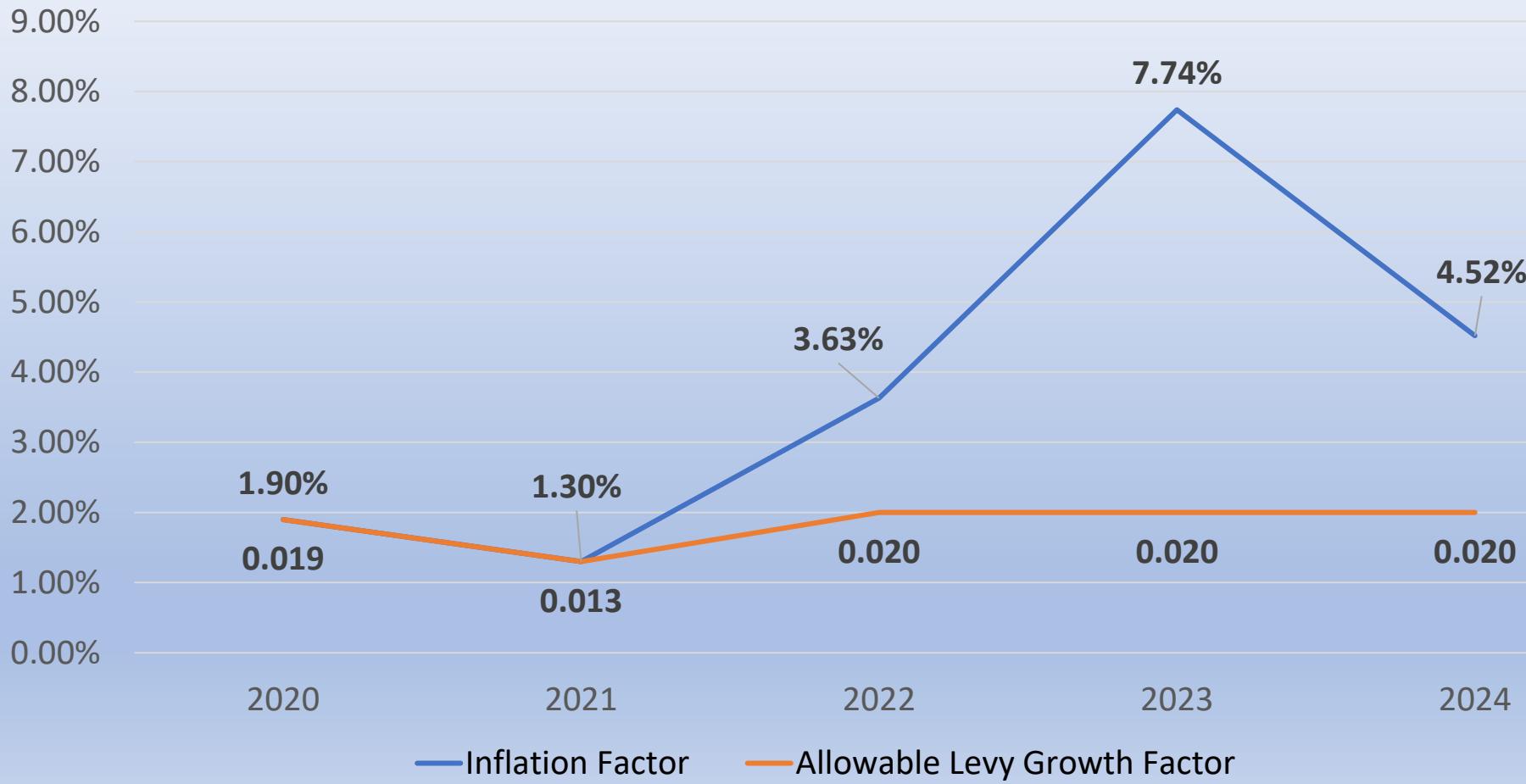
TOWN OF BRIGHTON

2024 AFTER AMENDMENT FOR ADOPTED TOWN LEVY (10/25/2023)

SUMMARY OF TOWN BUDGET, "NET" BUDGETED SPENDING, AND PROPERTY TAX LEVY

Town Fund	Authorized Appropriations	Estimated Revenues	Appropriated Fund Balance	Appropriated Reserved Fund Balance*	Amount to be Raised in Taxes
A - General Fund	\$21,727,290	\$9,646,735	\$1,864,000	\$47,000	\$10,169,555
D - Highway Fund	\$6,682,405	\$1,523,645	\$375,000	\$0	\$4,783,760
L - Library Fund	\$2,493,155	\$85,905	\$90,000	\$0	\$2,317,250
V - Debt Service Fund	\$89,600	\$0	\$89,600	\$0	\$0
Total All Town Funds	\$30,992,450	\$11,256,285	\$2,418,600	\$47,000	\$17,270,565
<u>Less Interfund Transfers to/from:</u>					
- Highway Fund	(\$127,610)	(\$127,610)	\$0	\$0	\$0
- Debt Service Fund	(\$89,600)	\$0	(\$89,600)	\$0	\$0
Net Town Funds Budget	\$30,775,240	\$11,128,675	\$2,329,000	\$47,000	\$17,270,565
"NET" BUDGETED SPENDING	\$30,775,240	\$29,778,005	7.6% Appropriated Fund Balance		

Inflation Factors and Allowable Levy Growth Factors by Fiscal Year



Revenue and Expenditure Comparisons

Revenue #	2024 Budget	2024 % of Budget	2023 % of Budget
Sales Tax*	\$ 5,450,000	57.6%	50.7%
Mortgage Tax**	\$ 750,000	68.3%	35.1%
PILOT	\$ 607,305	100.2%	106.3%
Use of Money	\$ 658,905	161.9%	255.0%
Dept Income	\$ 685,465	67.7%	85.9%
Total Rev	\$ 28,526,850	87.3%	87.8%

* Receive in Nov 2024
** Accrue Dec 2024
Less unbudgeted grants

Expenditures #	2024 Budget	2024 % of Budget	2023 % of Budget
Wages^^	\$ 14,606,155	66.1%	66.9%
Overtime	\$ 500,625	73.2%	61.8%
Benefits	\$ 7,759,995	58.8%	57.2%
Equipment	\$ 749,690	135.3%	132.5%
Contractual Exp^	\$ 5,186,205	86.6%	90.3%
Principal & Int	\$ 1,123,700	73.9%	93.8%
Utilities^	\$ 530,950	50.8%	54.5%
Commercial Ins	\$ 445,530	95.9%	100.0%
Total Exp	\$ 30,902,850	69.9%	71.9%

^ incl encumbrances
^^ Through 13 Pay Periods
Less unbudgeted grants

3rd Quarter Conclusions

Town of Brighton

1. At the 3rd quarter of 2024 revenue collections and trends remain consistent with 2023 year-to-date percentages, which was a successful fiscal year for the Town
2. Finance will be actively monitoring department expenses for the 2024 fiscal year to ensure they remain sufficiently under budget
3. Inflation remains the biggest threat to fiscal performance for the remainder of 2024 and for the 2025 fiscal year, especially with regard to employee benefits
4. Finance continues to maximize earned interest in an attempt to offset some inflation pressures, although rates have begun to decline
5. Sales & Mortgage tax revenues remain important variables that are difficult to predict; final installments are not received from Monroe County until 2025; payments in 2024 were good