

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

Meeting Date: Wednesday, December 4, 2024 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from November 20, 2024.
2. Request for the Town Board to approve a two-year contract with New York State Municipal Workers' Compensation Alliance effective January 1, 2025 (Finance) – Request from Earl Johnson for Town Board action to approve a new/renewal contract with New York State Municipal Workers' Compensation Alliance for two years effective January 1, 2025, and ending on December 31, 2026. The total cost of the contract for the two-year period is \$362,752 (\$181,376 annually). This new contract is slightly less than the prior two-year contract despite an increase of payroll over the period of 12% (see letter from E Johnson).
3. Request for the Town Board to extend the current agreement with NYS Department of Transportation (NYSDOT) to provide snow and ice services for local New York State roads (Highway) – Request from William Haefner for Town Board action to approve and authorize the Supervisor to execute a renewal agreement with the NYS Department of Transportation (NYSDOT) to provide snow and ice services for New York State roads which was first contracted in 2019 and allows for three, five-year renewals with no changes in funding or costs at this time (see letter from W Haefner).
4. Authorize the Town Supervisor to extend the consulting services agreement with former Assistant Finance Director Suzanne Zaso (Finance) – Request from Tricia Van Putte for Town Board action to authorize the Town Supervisor to extend the agreement at the rate of \$72.00 per hour on an as needed basis through June 30, 2024 (see letter from T Van Putte).
5. Request for the Town Board to authorize the Facilities Department to declare selected town hall furniture as surplus and available for disposal (Facilities) – Request from Gary Donofrio for the Town Board to authorize the Facilities Department, in conjunction with Vargas Associates, to dispose of the town hall furniture marked as fair and poor while storing furniture assessed as still in good condition for reuse after the renovation (see letter from G Donofrio).

6. Request for the Town Board to set 202-B Public Hearing for Sewer District Improvements/Equipment purchases for December 11, 2024 at 7:00 pm (Sewer) – Request from Earl Johnson for Town Board action to set a 202-B hearing for the Sewer District's purchase of consisting of (i) the purchase (one-third of the cost) of Vehicle Inspection Platforms to be shared with the Highway Department in an amount not to exceed \$6,600 and (ii) the design for Allen's Creek Road Sanitary Sewer project in an amount not to exceed \$175,000 (collectively, the "Projects"); Funds were approved to be appropriated by the Town Board at their November 13, 2024, meeting when the Special District Budgets were approved and no bonding will be necessary (see letter from E Johnson).
7. Request for the Town Board to approve transferring funds from the Special Revenue Amenity Payment Fund to cover the Farmer's Market Capital Project's non-reimbursable costs from the very beginning of the project through Sept 30, 2024 (Finance) – Request from Earl Johnson for Town Board action to approve the transfer of Special Revenue Amenity Payment Funds to the Farmer's Market Capital Project Fund in order to cover project costs that are non-reimbursable from 2015 through September 30, 2024 to bring the project into balance through that date (see letter from E Johnson).
8. Request for the Town Board to approve a budget amendment to allocate funds for the purpose of encumbering ARPA funds obligated for the Town Hall Relocation Project as directed by the Town Board through signed contracts (Finance) – Request from Earl Johnson for Town Board action to approve a budget amendment to transfer funds for the purpose of encumbering ARPA funds obligated for the Town Hall Relocation Project as directed by the Town Board through signed contracts as required by ARPA legal requirements directing funds be obligated by December 31, 2024 (see letter from E Johnson).
9. Request for the Town Board to approve a Town Hall Renovation Capital Budget for the purpose of budgeting funds for the Town Hall Renovation Project as directed by the Town Board through signed contracts (Finance) – Request from Earl Johnson for Town Board action to approve a Town Hall Renovation Capital Budget for the purpose of budgeting funds for the Town Hall Renovation and encumbering ARPA funds obligated for the Town Hall Renovation Project as directed by the Town Board through signed contracts as required by ARPA legal requirements directing funds be obligated by December 31, 2024 (see letter from E Johnson).

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, December 18, 2024, at 8:30 a.m.**

in ROOM #159 at Empire State University, 680 Westfall Road.

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

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



Finance Department

Earl Johnson
Director of Finance

November 21, 2024

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

Re: New York State Municipal Workers' Compensation Alliance Contracts
Two-year contract for 2024 – 2025

Dear Honorable Town Board Members:

Once again, the Town's Insurance Agent, Paris-Kirwan, solicited quotes from New York State Municipal Workers' Compensation Alliance for the 2025 calendar year. The Town has been covered through Comp Alliance since 2019. In 2022 the Town entered into a two-year option for 2023 through 2024 totaling \$363,440 (\$181,720 annually) exclusive of the NYS Assessments.

Paris-Kirwan has presented the Town with the renewal options from New York State Municipal Workers' Compensation Alliance for the 2025 – 2026 calendar years in the amount of \$362,752 (\$181,376 annually). The renewal contract with Comp Alliance will decrease the contract premium from \$181,720 to \$181,376 annually with all other terms and conditions remaining the same. This is despite an increase in payroll over the period of 12%.

As in the previous contract, not included in this renewal quote is the additional amount of the NYS Workers' Compensation Assessment fees which are paid separately, based on the New York State Worker's Compensation Assessment rules and are in addition to the base amount of the contract. These amounts are estimated and will be in addition to the contract premiums.

I recommend that the Town of Brighton enter into a two-year contract renewal with New York State Compensation Alliance for calendar years 2025 and 2026.

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



New York State
Municipal Workers'
Compensation Alliance

Member Participation Agreement

Member:

Agent:

Participation Period: January 1, 2025 – December 31, 2026

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: Aaron Reader
866-697-7665

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665

C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665



New York State
Municipal Workers'
Compensation Alliance

E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member:

Policy Period: January 1, 2025 - December 31, 2026

Date: _____

By: _____

Name: _____

Title: _____

Comp Alliance

Date: January 1, 2025

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano

516-750-9376

Member Services: Aaron Reader

866-697-7665



November 26, 2024

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

re: Snow and Ice Control Agreement Extension
with the New York State Department of Transportation (NYSDOT)

Dear Chairperson Salzman and Committee Members:

The Town of Brighton provides snow and ice control for local New York State roads via an agreement with the New York State Department of Transportation (NYSDOT). At this time, I am requesting that said agreement with the NYSDOT be extended for a period of 5 years per the attached documentation from the State and recommend that the Supervisor be authorized to execute these documents. The original 5-year agreement was signed in 2019 and expired on June 30th, 2024, it allows for (3) 5 year extensions for a total of 20 years. This is the first extension, and it will expire on June 30th, 2029. There are no changes in funding or costs at this time and any future changes will be done with a supplemental agreement for your approval.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 4th, 2024, meeting in the event that you have any questions regarding this matter.

Sincerely,

Wm. Haefner

William Haefner
Deputy Commissioner of Public Works

attachments

cc: J. Sprague
E. Johnson
A. Banker
B. Monroe
J. Mancuso

Contract #	Municipality	Region #
D014786	Town of Brighton/Monroe County	4

MUNICIPAL SNOW AND ICE AGREEMENT

IMPORTANT: Please check ONLY ONE of the reimbursement options below:

- ☐ Time and Materials (Conventional)
 ☐ Fixed Lump Sum
 ☒ Indexed Lump Sum

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the Supervisor of _____ of _____

the Town of Brighton (hereinafter referred to as "MUNICIPALITY") as follows:
Town, Village, City or County Municipality

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

- The term of this Agreement shall be for five years commencing **July 1, 2019 and ending June 30, 2024**. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.
- The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, as published on the NYSDOT website at the time of contract execution and are incorporated herein by reference. This document is located at: <https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice>
- In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER'S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER'S judgment, shall be for the best interest of the public.

4. The MUNICIPALITY may enter into a contract with another municipality for the performance of the work of said control of snow and ice as a subcontractor of the MUNICIPALITY, provided that such MUNICIPALITY shall first obtain the consent therefor from the COMMISSIONER. The MUNICIPALITY, as an agent of the State in performing the function herein delegated to it by the State, shall clear such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the COMMISSIONER to be in the best interest of the public, such terms, guidelines, policies and procedures (a) having been submitted to and examined by the governing body of said MUNICIPALITY, prior to or simultaneously with the execution and delivery of this Agreement are hereby made part hereof, and (b) being subject to change or modification from time to time by the COMMISSIONER after consultation and negotiation with the municipality as the COMMISSIONER deems it necessary for the best interest of the public, it being understood by the parties hereto that notice of any such change or modification shall be mailed by the COMMISSIONER to the MUNICIPALITY and shall, according to the provisions hereof, be deemed to be thereupon accepted by the MUNICIPALITY and made a part hereof, except that in the event the MUNICIPALITY does not concur with the modification, the MUNICIPALITY may submit a letter of dispute to the COMMISSIONER within 10 business days after receipt of the notice, setting forth the reason for the non-concurrence. The COMMISSIONER shall then, within 10 business days, arrange for a meeting between representatives of the COMMISSIONER and the MUNICIPALITY to be held as soon as practicable to resolve the matter. In the event the matter cannot be resolved, the COMMISSIONER may unilaterally impose the modification, and the MUNICIPALITY shall comply. In that event, the MUNICIPALITY may, if it so elects, notify the COMMISSIONER that this Agreement is terminated, effective not less than one year after the date of receipt of the notice by the COMMISSIONER. The COMMISSIONER may, however, shorten this period to not less than 30 days, if the COMMISSIONER deems it in the public interest.
5. In the event that snow fence installation and removal is part of the agreement, the MUNICIPALITY shall obtain necessary permission from the landowners affected and shall erect snow fences at suitable locations on such highways where designated by the COMMISSIONER and shall also remove such snow fences pursuant to said guidelines, policies and procedures.
6. The MUNICIPALITY shall (a) designate and hereby does designate the Superintendent of Highways of the MUNICIPALITY as the representative of the MUNICIPALITY who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement, (b) provide the necessary machinery, tools, materials and equipment to perform the terms of this Agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, and (d) furnish abrasives, chemicals or other similar materials at such locations as may be designated by the COMMISSIONER and in such quantities as may be necessary for the performance of this Agreement, to be applied in the manner and in such quantity as may be directed by the COMMISSIONER, provided, however, the COMMISSIONER with the concurrence of the municipality may furnish for use under this Agreement such snow fence, materials, chemicals and abrasives as he may deem desirable and in the best public interest, and he shall notify the MUNICIPALITY on or before August 1 of each year as to the kind and amount of such items as are to be furnished for the following winter season.
7. The COMMISSIONER shall furnish the MUNICIPALITY with a suitable map which shall delineate the State Highways within and in the vicinity of the boundaries of the MUNICIPALITY and shall show distinctively, the State Highways or parts thereof that are affected by this Agreement. For each year of the term of the Agreement, or for any extended term thereof, the maps shall be modified to show the changes, if any, to the State Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the COMMISSIONER and the MUNICIPALITY.
8. Whenever directed by the COMMISSIONER, the MUNICIPALITY shall include in the work delegated to be performed under this Agreement any bridges or highways that cross into an adjacent municipality or municipalities after consultation with the effected municipalities.
9. In consideration of the performance of the MUNICIPALITY, the STATE agrees to pay the MUNICIPALITY each year during the term of this agreement \$ \$225,527.83 for 41.0 lane miles for each average season. This figure shall be known as the estimated expenditure. This estimated expenditure may be adjusted annually by the COMMISSIONER under this Agreement based upon demonstrated increases or decreases in the cost of performing the work or due to increases or decreases in lane miles on which work is performed. Such adjustments will require an Amendment to this Agreement. **The total contract value for the term of this agreement is \$1,127,639.15.** The COMMISSIONER, however, reserves the right to reduce the amount of the estimated expenditure set forth herein if the monies available to the Department for control of snow and ice are not sufficient to meet the anticipated expenditures for this program. In the event of such an occurrence, the COMMISSIONER shall notify the

MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. **This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts:** The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: **Labor 46.80%, Materials 28.10% and Equipment 25.10%**. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/negotiation with the MUNICIPALITY in writing, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.
11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).
12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.
14. Below is a listing of all documents forming this agreement:
 - a. Agreement Form – this document titled “Municipal Snow and Ice Agreement”
 - b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
 - c. Appendix “A” – New York State Standard Clauses for New York State Contracts
 - d. Appendix “A-1” – Supplemental Title VI Provisions (Civil Rights Act)
 - e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
 - f. Attachment Map – defining the municipality’s work limits that satisfies the requirements in Section 7 of this Agreement

IN WITNESS WHEREOF, This Agreement has been executed by the STATE, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

BY _____
for Commissioner of Transportation

Dated _____

MUNICIPALITY Town of Brighton
BY [Signature] SUPERVISOR

Dated 12/13/19

ATTORNEY GENERAL'S SIGNATURE

Dated _____

NYS COMPTROLLER'S SIGNATURE

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Monroe)

On the 13 day of DECEMBER in the year 2019 before me personally came
WILLIAM MOEHLE to me known who, being by me duly sworn, did depose and
say that he resides in BRIGHTON, New York; that he is the
SUPERVISOR of BRIGHTON the municipality described in and which executed the
above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a
resolution which was duly adopted on NOVEMBER 13 2019; a certified copy of such resolution attached
hereto and made a part hereof.

[Signature]
Notary Public

DANIEL E. AMAN
Notary Public - State of New York
Monroe County - 01AM6303724
Commission Expires: May 19, 2022

AGREEMENT CALCULATION/ADJUSTMENT WORKSHEETS

19/20 Snow & Ice Season

New Contract # D014786

Contract Period: 7/1/2019 to 6/30/2024

PREVIOUS CONTRACT INFORMATION

Municipality	Town of Brighton	Contract	D012050
County	Monroe	Region	4

2016/17 Season's Estimated Expenditure	\$201,694.24
2016/17 Actual Paid*	\$176,616.02

2017/18 Season's Estimated Expenditure	\$221,323.33
2017/18 Actual Paid*	\$269,723.11

2018/19 Season's Estimated Expenditure	\$227,731.90
2018/19 Actual Paid*	\$212,473.86

3-Year Average (based on Actual Paid)	\$219,604.33
---------------------------------------	--------------

**Actual Paid amounts include any adjustment payments beyond the estimated expenditure made during or after that season's end (i.e, index adjustments for winter severity, reasonableness review adjustments, etc).*

NEW CONTRACT INFORMATION

CONTRACT # D014786

3-Year Averages					\$219,604.33	
%	Labor	47.12%	Materials	28.04%	Equipment	24.84%
Value	\$ 103,470.24		\$ 61,584.37		\$ 54,549.72	

LABOR*

Labor Portion of 3-Year Average	\$ 103,470.24
% Labor Increase/Decrease for 2019/20 Season	x 2.0 %
Additional/Less Labor Costs for 2019/20	\$ 2,069.40
Labor Portion of 2019/20 Season's Estimated Expenditure	\$ 105,539.64

* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 3-Year Average \$ 61,584.37

	% Materials	2018/19 Total Material \$	I. Proportionate \$ Amount	Current Price Per Unit	2018/19 Extension Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100%	\$ 61,584.37	\$ 61,584.37	\$50.52	\$49.09	\$1.43	2.91%	\$1,792.11
Sand								
Other								
Materials Total								\$63,376.49

Materials Portion of 2019/20 Season's Estimated Expenditure	\$63,376.49
--	--------------------

EQUIPMENT

Equipment Portion of 3-Year Average \$ 54,549.72

% Equipment Increase/Decrease for 2019/20 Season x 3.78%

Additional/Less Equipment Costs for 2019/20 \$2,061.98

Equipment Portion of 2019/20 Extension's Estimated Expenditure	\$56,611.70
---	--------------------

SUMMARY OF COSTS

2019/2020 Estimated Expenditure Breakdown						
%	Labor	46.80%	Materials	28.10%	Equipment	25.10
Value	\$ 105,539.64		\$63,376.49		\$56,611.70	

2019/20 SEASON ESTIMATE (Labor + Materials + Equipment)	\$225,527.83
Total Base Estimate for Contract (Total Contract Value) (19/20 estimate multiplied by 5)	\$1,127,639.15

Recommended by: _____ Approved by: _____
Resident Engineer
S&I Program Manager

FOR NEW/CONTINUING INDEXED LUMP SUM AGREEMENTS ONLY

Indexed lump sum snow and ice contracts require the use of a “permanent divisor,” or PD. This number is the average of the number of miles plowed (also known as J-miles) over the previous 3 years by the NYSDOT Residency that would otherwise be responsible for plowing the roads being contracted to the municipality in this agreement. The PD number would, for the purposes of this agreement, constitute an “average” winter for the entire life of this agreement (20 years maximum), only being reset when a new contract is established.

At the end of each winter, the actual total of J-miles plowed would be compared against the PD to determine a winter severity index. An index of less than 0.67 would be considered a light winter, 0.671 to 1.000 more toward average, and greater than 1 would be considered a severe winter. More details can be found in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, Section 4.5.

For these agreements, J-mile totals are calculated by the following formula:
J01 Miles + J02 Miles + (J03 Miles multiplied by 2)

If the prior contract was an index lump sum contract, the information below indicates the J-mile totals NYSDOT Main Office has on record for the previous 3 seasons, with a suggested new Permanent Divisor. Also, for purposes of calculating the winter severity index, the number of Lane Miles the appropriate NYSDOT residency is responsible for needs to be known. Please verify the numbers for accuracy. If the prior contract was not an index lump sum contract, please write down the values where indicated.

16/17 J-Mile Total	108,796	16/17 Lane Miles	424
17/18 J-Mile Total	165,031	17/18 Lane Miles	424
18/19 J-Mile Total	127,143	18/19 Lane Miles	424
3-Year Average (New Permanent Divisor)	133,657	19/20 Lane Miles (not an average)	

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



Personnel Department

Tricia Van Putte
Director of Personnel

December 3, 2024

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

Re: Extension of Suzanne Zaso Consulting Agreement

Dear Finance and Administrative Services Committee & Town Board Members:

In June of 2024 an agreement was signed with Suzanne Zaso, Former Assistant Director of Finance, for consulting services through December 31, 2024.

I am requesting that the consulting services agreement date be extended through June 30, 2024. Extending the date will allow for assistance with updating the new employment handbook and assisting departments as needed (Suzanne recently has assisted the Brighton Memorial Library cover for unfilled positions and has trained newly hired staff).

From July 1 to November 30, 2024, Suzanne Zaso has billed 135.00 total hours for services (2.00 Finance, 3.00 Personnel and 130.00 Library).

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

Sincerely,

Tricia VanPutte

Tricia VanPutte
Director of Personnel

Cc: Earl Johnson, Director of Finance

AGREEMENT

THIS AGREEMENT, made this ____ day of December, in the year 2024, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618 and, temporarily, 680 Westfall Road, Rochester, New York 14620, hereinafter referred to as the "Town", and Suzanne Zaso, residing at 22 Coyote Run, Spencerport, New York 14559 hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the Town of Brighton: Provide telephone and electronic consultation, special project work, advice, support, training, analysis, and in person meetings to support the Town Director of Personnel, or other Town staff on an as needed basis to be determined by the Town.

2. The term of this agreement shall be from January 1, 2025 to June 30, 2025. This contract may be terminated by either party immediately upon written notice to the other party, and may be extended upon the mutual consent of the parties hereto. The number of hours that Contractor shall devote to providing services hereunder shall be determined by mutual consent of the Contractor and the Town.

3. The Town hereby agrees to pay the Contractor at a rate of Seventy-two and 00/100 Dollars (\$72.00) per hour, in full satisfaction of all expenses and compensation due the Contractor. If the Contractor is requested to attend in person

meetings or other matters at Town Hall, Contractor shall be entitled to a minimum charge of four hours. The Town will provide the Contractor with the use of her current Town provided laptop computer, access to the Town computer network and e-mail address and privileges.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Director of Finance, or by his/her designee, audited by the Director or Acting Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid based on the hours satisfactorily worked by Contractor prior to termination of this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds available therefor.

6. The Contractor agrees that she will not assign, transfer, convey, sublet or otherwise dispose of this contract or her right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that she will conduct herself consistent with its status, said status being that of an independent contractor, and that she will not hold herself out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out her activities under the terms of this agreement that she shall not discriminate against any person due to such person's race, color, creed, sex, sexual orientation or national origin, and that at all times she will abide by the applicable provisions of the Human Rights Law of the

State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Town agrees to indemnify, defend and hold the Contractor harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Contractor arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement other than claims arising from acts constituting gross negligence or willful or intentional injury to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF BRIGHTON

By: _____
William M. Moehle
Supervisor

Dated: _____

CONTRACTOR

Suzanne Zaso

Dated: _____



Facilities Department

Gary Donofrio
Facilities Manager

December 3, 2024

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

Dear Board Members:

The Town has contracted with Vargas Associates for move management services for the Town Hall renovation project. As part of their services, they have assessed the Town Hall furniture and put each into 3 categories good, fair, and poor. Chief of Staff Sara Krusenstjerna and myself have assessed each piece of furniture together, with each department and also with Dan Bezek with Vargas Associates. Please see attached assessment from Vargas Associates. Also pictures of each piece of furniture are available if needed.

I am asking for Town Board to approve Vargas Associates recommendation to dispose of fair and poor condition furniture. Good condition furniture to be stored and reused unless Town Board decides otherwise.

I would be happy to respond to any questions that the Town Board may have regarding this matter.

Sincerely,

Gary Donofrio



Finance Department

Earl Johnson
Director of Finance

November 29, 2024

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

Re: 202-b Hearing Request

Dear Honorable Town Board Members:

As part of the Town Capital Improvement Plan and the 2025 Adopted Town Budget, there were no projects or purchases identified for funding in 2025 through the issuance of bonds. However, there were several Sewer District projects and purchases approved that will require a 202-b hearing to purchase. Therefore, I am recommending that the Town Board schedule a public hearing at their December 30, 2024 meeting, in accordance to section 202-b of the Town Law to consider authorizing the expenditure of Consolidated Sewer District funds for the following:

1. the purchase (one-third of the cost) of Vehicle Inspection Platforms to be shared with the Highway Department in an amount not to exceed \$6,600; and
2. the design for Allen's Creek Road Sanitary Sewer project in an amount not to exceed \$175,000); (collectively, the "Projects").

Since this purchase is for a special district, the Board must set a Town Law Section 202-b public hearing regarding the equipment and improvements to be funded.

I am requesting the public hearing be scheduled for December 30, 2024. If adopted, the resolution is subject to a thirty-day permissive referendum period. Funds were approved to be appropriated by the Town Board at their November 13, 2024 meeting when the Special District Budgets were approved. This will allow the purchases to move forward as needed without the need to issue serial bonds.

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

At a regular meeting of the Town Board of the Town of Brighton, Monroe County, New York, duly held at the Empire State University, Room #159, 680 Westfall Road, Rochester, New York 14620 at 7:00 p.m. on December 11, 2024.

PRESENT: WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
JASON S. DIPONZIO
ROBIN R. WILT
CHRISTINE E. CORRADO,
Councilmembers

The following resolution was offered by _____,
who moved its adoption, seconded by _____, to-wit:

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON,
MONROE COUNTY, NEW YORK (THE “TOWN”) (I) CALLING FOR A
PUBLIC HEARING IN ACCORDANCE TO SECTION 202-b OF THE
TOWN LAW TO CONSIDER AUTHORIZING IMPROVEMENTS TO THE
TOWN OF BRIGHTON CONSOLIDATED SEWER DISTRICT; AND (II)
DETERMINING THAT SUCH IMPROVEMENTS CONSTITUTE A TYPE
II ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW
ACT**

WHEREAS, the Town Board (the “Town Board”) of the Town of Brighton, Monroe County, New York (the “Town”) is considering authorizing certain improvements to the Town of Brighton Consolidated Sewer District (the “District”) consisting of (i) the purchase (one-third of the cost) of Vehicle Inspection Platforms to be shared with the Highway Department in an amount not to exceed \$6,600 for the Sewer Fund and (ii) the design for Allen’s Creek Road Sanitary Sewer project in an amount not to exceed \$175,000 (collectively, the “Projects”); funds were approved to be appropriated by the Town Board at their November 13, 2024, meeting when the Special District Budgets were approved and bonding will not be necessary; and

WHEREAS, the Town’s engineers have estimated that the maximum cost of undertaking these Projects is \$181,600; and

WHEREAS, the Town Board now intends to conduct a public hearing in accordance with Section 202-b of the Town Law with respect to undertaking the Projects at such estimated maximum cost.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby calls for a public hearing to be held at a public meeting of the Town Board to be held at the Town Of Brighton

Empire State University, Room #159, 680 Westfall Road, Rochester, New York 14620, on December 30, 2024 at 12:00 p.m. to consider if it is in the public interest to undertake the Projects at a maximum cost of \$181,600 and to hear all persons interested in the subject thereof; and it is

FURTHER RESOLVED, that the Town Clerk is hereby directed to cause notice of such public hearing to be published and posted in the manner prescribed by law; and it is

FURTHER RESOLVED, is hereby determined that the Project constitutes a “Type II” Action under of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation promulgated thereunder (collectively “SEQRA”) and no further action need be taken under SEQRA by this Board in connection with the Projects or the Town Board’s consideration thereof.

This resolution shall take effect immediately.

The following vote was taken and recorded in the public or open session of said meeting:

AYE

NAY

Date: December 11, 2024

**NOTICE OF PUBLIC HEARING
TOWN OF BRIGHTON'S CONSOLIDATED SEWER DISTRICT IMPROVEMENTS**

PLEASE TAKE NOTICE that the Town Board of the Town of Brighton, Monroe County, New York, by resolution dated December 11, 2024, ordered that a public hearing be conducted at a meeting of said Town Board to be held on December 30, 2024 at 12:00 p.m. at Empire State University, Room #159, 680 Westfall Road, Rochester, New York 14620 to consider whether it is in the public interest to approve the hereinafter described projects:

The Town Board is considering authorizing certain improvements to the Town of Brighton Consolidated Sewer District consisting of (i) the purchase (one-third of the cost) of Vehicle Inspection Platforms to be shared with the Highway Department in an amount not to exceed \$6,600 for the Sewer Fund and (ii) the design for Allen's Creek Road Sanitary Sewer project in an amount not to exceed \$175,000 (collectively, the "Projects"); funds were approved to be appropriated by the Town Board at their November 13, 2024, meeting when the Special District Budgets were approved and bonding will not be necessary, all at a maximum estimated cost of \$181,600.

All persons interested in the aforementioned projects, and the subject matter thereof, are invited to attend.

Daniel Aman, Town Clerk
Dated: December 11, 2024



Finance Department

Earl Johnson
Director of Finance

November 29, 2024

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

Re: University of Rochester Amenity Interfund Transfer/Use

Dear Honorable Town Board Members:

On May 27, 2015, a resolution was passed by the Town of Brighton Board approving the rezoning and conditions leading to the acceptance of an Amenity agreement signed between the Town of Brighton and the University of Rochester on June 10, 2015. This agreement outlined the payment of amenities and their acceptable uses that assist in the physical, cultural and social policies of the Comprehensive Plan as listed on the following page.

One of the town's goals is to develop the Indoor Farmers Market site for use during the winter, and eventually, year-round as well as prepare the area for future development. This year the town was awarded two grants to close-out the third phase of this project which began in 2015. The first 2024 grant was from Member of Assembly Sarah Clark for \$500,000 and the second from Senator Jeremy Cooney for \$550,000 bringing the grant total to \$3.4M over the life of the project. As of 9/30/2024 there will remain \$50,577.52 of non-reimbursable costs over the life of the project to be funded by the town. This proposal would transfer those funds from the University of Rochester Amenity Fund in order to balance the project as of this date and create the corresponding budget amendment.

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

At a Town Board Meeting, of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 27th day of May, 2015

PRESENT:

WILLIAM W. MOEHLE, Supervisor

JAMES R. VOGEL

LOUISE NOVROS

CHRISTOPHER K. WERNER

JASON S. DIPONZIO

Councilpersons

9. The Incentive Zoning/Rezoning Application together with the Proposed Amenities will assist the Town to implement the specific physical, cultural and social policies of the Comprehensive Plan including:
- a) Meeting Open Space and Recreation Community Goals by providing for the passive recreational needs of current and future town residents, preserving in their natural state, open space areas with significant natural value, ensuring that acquisition of open space areas is done in a way that is responsive to the fiscal implications thereof, protect sensitive environmental areas, including wetlands and woodlots and enhance pedestrian linkages among parks, trails and neighborhoods.
 - b) Meeting Land Use goals by preserving open space, permit quality development that will help produce a sound economic base for the town without compromising other community goals and promote development that protects sensitive environmental areas and creates quality open space areas.
 - c) Meeting Regional Coordination goals by participating in efforts to improve the overall environmental and economic health of the Rochester Metropolitan Region.
 - d) Meeting Natural Environment goals by protecting sensitive environmental areas, particularly those within and adjacent to new development.
 - e) Meeting Town Services goals by facilitating the continued provision of a high standard of service to town property owners while containing service costs to control tax impacts.
 - f) Meeting Town Housing goals by providing a balance in the type and cost of residential development in Brighton.
 - g) Meeting Town Transportation goals by encouraging an efficient, safe and convenient transportation system, including roads, trails and public transit, to serve the needs of existing and projected development within the town and provide travel modes that present alternatives to the automobile.

H.PARKS.FMRKT

[illegible]



Finance Department

Earl Johnson
Director of Finance

December 2, 2024

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

Re: Town Hall Relocation ARPA Budget Amendment

Dear Honorable Town Board Members:

In anticipation of the Town Hall Renovation there will be certain expenses incurred for the Town Hall Relocation during the 18-24 months of construction. The board plan for covering those relocation expenses has been to use ARPA funds which must be obligated by December 31, 2024, and spent by December 31, 2026. We are asking the Town Board to pass a resolution detailing how those funds have been obligated by December 31, 2024. These funds have been either spent or obligated through a signed contract by both parties by December 31, 2024. Per our auditing firm, MMB, ARPA funds will be recognized as revenue during the year they are spent which will be prior to December 31, 2026. An estimate for the use of ARPA funds for the entire project is attached and the total proposed Town Hall Relocation Budget Amendment follows (Finance will make the appropriate budget amendment annually):

A.UNDST.1911.2.12	Office Furniture	\$ 11,000
A.UNDST.1911.2.13	Computer Equipment	\$151,000
A.UNDST.1911.4.12	Internet Service	\$ 12,000
A.UNDST.1911.4.48	Other Contract Services (IT)	\$ 70,000
A.UNDST.1911.4.11	Maintenance Supplies	\$ 2,500
A.UNDST.1911.4.12	Office Supplies	\$ 4,000
A.UNDST.1911.4.48	Rental of Office Space	\$554,000
A.UNDST.1911.4.49	Contract Services (Iron Mountain)	\$ 53,000
A.UNDST.1911.4.49	Contract Services (Vargus Move & Store)	\$177,500
A.UNDST.1911.4.49	Contract Services (EFP)	\$104,000
A.UNDST.1911.4.83	Printing/Copy Supplies	\$ 1,000
A.UNDST.4289	Federal Aid – Other (ARPA)	\$1,140,000

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

BRIGHTON TOWN HALL ARPA FUNDING RECAP

NOVEMBER 30, 2024

Must encumber through contract by Dec 31, 2024

Must make payments by Dec 31, 2026

TOTAL FUNDS AWARDED		A.688.ARPA				\$ 3,684,912.00
		Actual	Actual	Actual	Budgeted	
		April 2022 -	April 2023 -	April 2024 -	April 2024 -	Total Earned Rev
		March 2023	March 2024	March 2025	December 2026	
REVENUE						
	5010 TRANSFER FROM GEN FUND					
	ARPA GRANT (2022 Res01-12-22-03)	116,660.00	(3,346.94)	-	-	113,313.06
	ARPA GRANT (2023 Res05-24-23-01)		13,510.00	-	-	13,510.00
	ARPA GRANT			26,361.80	2,962,671.20	2,989,033.00
		\$ 116,660.00	\$ 10,163.06	\$ 26,361.80	\$ 2,962,671.20	\$ 3,115,856.06
EXPENSE	<u>Renovation (H.THALL.HVAC)</u>					Total Exp
	2.63 BUILDING IMP	-	-	-	-	-
	4.49 OTHER CONTRACT SERVICES	-	-	25,900.00	900,000.00	925,900.00
	4.52 ENGINEERING	85,359.68	41,463.38	-	922,671.20	1,049,494.26
	4.56 ACCT'G & FISCAL ADVISOR FEES	-	-	411.80	-	411.80
	4.89 MISCELLANEOUS EXPENSES	-	-	50.00	-	50.00
		\$ 85,359.68	\$ 41,463.38	\$ 26,361.80	\$ 1,822,671.20	\$ 1,975,856.06
EXPENSE	<u>Relocation (A.UNDST.1911)</u>					Total Exp
	2.11 OFFICE EQUIP	-	-	-	-	-
	2.12 OFFICE FURNITURE	-	-	-	-	-
	2.13 COMPUTER EQUIP	-	-	-	151,000.00	151,000.00
	2.14 AUDIO/VISUAL EQUIP	-	-	-	-	-
	4.11 MAINT SUPPLIES	-	-	-	-	-
	4.12 OFFICE SUPPLIES	-	-	-	18,500.00	18,500.00
	4.15 COMPUTER S/W/SUPPLIES	-	-	-	-	-
	4.22 INTERNET SERVICE	-	-	-	12,000.00	12,000.00
	4.48 RENTAL OF OFFICE SPACE	-	-	-	554,000.00	554,000.00
	4.48 OTHER CONTRACT SERVICES	-	-	-	404,500.00	404,500.00
	4.83 PRINTING/COPY CHARGES	-	-	-	-	-
		\$ -	\$ -	\$ -	\$ 1,140,000.00	\$ 1,140,000.00
TOTAL REMAINING FUNDS		A.688.ARPA				\$ 2,962,671.20
						\$ 569,055.94
Invoice	Details					
293	IN/EX ARCHITECTURE P.C.	08/05/2022	15,210.00		Ck	20290
320	IN/EX ARCHITECTURE P.C.	12/22/2022	70,149.68		Ck	20960
340	IN/EX ARCHITECTURE P.C.	05/31/2023		27,953.38	Ck	21902
385	IN/EX ARCHITECTURE P.C.	02/24/2024		13,510.00	Ck	23299
14468	Alternative Carbon Energy Systems	04/02/2024		25,900.00	Ck	23483
20806	Municipal Solutions	05/15/2024		411.80	Ck	23755
224	Karsten Solberg	05/30/2024		50.00	Ck	23857
TBD	Lu Engineers	TBD				19,959.50
TBD	IN/EX ARCHITECTURE P.C.	TBD				258,687.00
TBD	IN/EX ARCHITECTURE P.C.	TBD				644,024.70
TBD	EFP (Other Contract Services)	TBD				104,000.00
TBD	Space Rental	TBD				554,000.00
TBD	Computer Equip (Various)	TBD				151,000.00
TBD	Internet Service	TBD				12,000.00
TBD	Other Contract Services (IT Relocation)	TBD				70,000.00
TBD	Move Management Services	TBD				59,500.00
TBD	Moving Services (out)	TBD				33,800.00
TBD	Moving Services (back)	TBD				24,200.00
TBD	Storage of Furniture	TBD				60,000.00
TBD	Storage of Town Documents	10/23/2024				53,000.00
TBD	Clerk of the Works/Inspections	TBD				900,000.00
TBD	Supplies & Small Equip/Etc	TBD				18,500.00
			85,359.68	41,463.38	26,361.80	2,962,671.20
						3,115,856.06



Finance Department

Earl Johnson
Director of Finance

December 2, 2024

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

Re: Town Hall Renovation Capital Project Budget & ARPA Obligation

Dear Honorable Town Board Members:

A Capital Budget has been developed for the Town Hall Renovation over these next 18-24 months of construction. Part of the board plan for covering renovation costs has been to use ARPA funds which must be obligated by December 31, 2024, and spent by December 31, 2026. We are asking the Town Board to pass a resolution detailing how those funds have been obligated by December 31, 2024 as part of the overall Town Hall Renovation capital Budget. These funds have been either spent or obligated through a signed contract by both parties by December 31, 2024. Per our auditing firm, MMB, the ARPA funds will be recognized as revenue during the year they are spent which will be prior to December 31, 2026. An estimate for the use of ARPA funds for the entire project is attached and the proposed Town Hall Renovation Capital Project Budget is:

H.THALL.HVAC.2.60	Facility Improvements	\$11,933,530
H.THALL.HVAC.4.52	Engineering Fees	\$ 922,671
H.THALL.HVAC.4.53	Attorney Fees	\$ 25,000
H.THALL.HVAC.4.56	Advisor Fees, Rating Fees	\$ 25,000
H.THALL.HVAC.4.89	Misc Exp/Interest	\$ 450,000
	TOTAL	\$13,356,201
H.THALL.HVAC.3089	NYS Aid – Other General	\$ 675,000
H.THALL.HVAC.3910	Federal Aid – Energy Cons	\$ 900,000
H.THALL.HVAC.4289	Federal Aid – Other (ARPA)	\$ 2,392,201
H.THALL.HVAC.5710	Serial Bonds	\$ 9,389,000
	TOTAL	\$13,356,201

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

Brighton Town Hall Budgeted Renovation Costs

Expenses:

Town Hall Renovation Construction Costs (Contracts 1 -5 Bid Total)**	\$11,033,530
Town Hall Renovation - Design Consultants (Design Contract Total)*	\$902,712
Town Hall Renovation - Abatement Design Services (Contract Total)*	\$19,960
Town Hall Renovation - Clerk of Works/Construction Inspection	\$900,000
Town Hall Renovation - BAN Interest/Borrowing Fees, etc	\$500,000
Total	\$13,356,201

* = Include contingency and unit cost allowance

^ = Corresponds to Bond Res with project total of \$11,790,000

ARPA Funded

Revenues:

Town Hall Renovation - ARPA Funds (Design and Clerk of Works/CI)	\$1,822,671
Town Hall Renovation - ARPA Funds (Remaining from TH Relocation Budget)	\$569,530
Town Hall Renovation - CEC Grant	\$175,000
Town Hall Renovation - SAM Grant	\$500,000
Town Hall Renovation - IRA Grant (30% of \$3,000,000)	\$900,000
Town Hall Renovation - Estimated Project Bond \$10,750,000 max	\$9,389,000
Total	\$13,356,201