

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

Meeting Date: Wednesday, December 18, 2024 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from December 4, 2024.
2. Request for the Town Board to approve a budget amendment to allocate funds for the purpose of making year-end IT purchases slated to replace aging equipment (Finance) – Request from Earl Johnson for Town Board action to approve a budget amendment to allocate funds for the purpose of making year-end purchases of Desktops, Laptops and Monitors in 2024 with identified additional revenues. (see letter from E Johnson).
3. Request for the Town Board to authorize the Town Supervisor to Execute a professional services contract with Municipal Solutions, Inc. for financial and disclosure filings with EMMA with fees set forth in the contact (Finance) – Request from Earl Johnson for Town Board action to approve a professional services contract with Municipal Solutions, Inc. for services related to the filing of the financial statements/budgets (\$235 per filing) and any material event filings (\$235 per filing) effective beginning January 1, 2025 and the agreement can be cancelled at any time by either party (see letter from E Johnson).
4. Request for the Town Board to authorize the Town Supervisor to Execute a professional services contract with Electric Field Productions (EFP) to continue to provide cablecast and video production services for \$52,000 annually for 2025 & 2026 as set forth in the contact (Finance) – Request from Earl Johnson for Town Board action to approve a professional services contract with Electric Field Productions (EFP) to continue to provide cablecast and video production services for \$52,000 annually as set forth in the contact effective beginning January 1, 2025 through December 31, 2026 under the condition that the agreement can be cancelled at any time by the Town of Brighton upon written notice to the contractor (see letter from E Johnson).
5. Request for Town Board to approve disposal of fixed asset items per town policy for IT items that have no remaining value (IT) – Request from Jeremy Lutz for Town Board action to dispose of fixed assets per town policy as detailed because they are no longer needed to support departmental operations (see letter from J. Lutz).

EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
THURSDAY, January 2, 2025, 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

December 14, 2024

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

Re: Year-End IT Budget Amendment

Dear Honorable Town Board Members:

Per discussion with the IT Director, additional equipment has been identified for purchase in 2024. This equipment was originally budgeted for purchase in 2025 so it does not change the overall approved IT Department spending plan. There are additional 2024 revenues to cover the listed items for purchase which will replace old equipment:

A.INFO: 8 Desktops; 3 Laptops w/docks; 14 24" Monitors

A.POLCE: 9 Desktops; 6 24" Monitors

D.HWY: 4 Desktops; 8 24" Monitors

Budget Amendment:

A.INFO.1620.2.13	Computer Equipment	\$17,750
A.POLCE.3120.2.13	Computer Equipment	\$12,250
A.UNDST.2401	Interest Earnings	\$30,000
D.HWY.5140.2.13	Computer Equipment	\$ 6,500
D.HWY.2401	Interest Earnings	\$ 6,500

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



Finance Department

Earl Johnson
Director of Finance

December 14, 2024

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

Re: Professional Service Agreement with Municipal Solutions, Inc

Dear Honorable Town Board Members:

I am recommending that the Town Board authorize the Supervisor to execute the following agreement with Municipal Solutions, Inc.

Professional services in connection with disclosure filings and regulations pursuant to the provisions of Securities and Exchange Commission (SEC) Rule 15c33-12

This agreement is for required disclosure filings on the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system of annual financial data and filing of material event notices. There is a fee of \$235 per filing for Financial Statements and Budgets; and a fee of \$235 of the filing of any Material Events Notices.

This agreement will be in effect as of January 1, 2025, and can be cancelled by either party at any time.

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

January 1, 2025

William W. Moehle, Town Supervisor
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Supervisor Moehle:

When the Town of Brighton issued certain bonds and notes with an Official Statement, it agreed to disclose information on a periodic and continuing basis to the investing public for the life of the issue, pursuant to the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12, as amended (the "Rule"). This information is described in the Disclosure Undertaking section of the issue's Official Statement.

Municipal Solutions, Inc. is submitting this proposal to the Town to assist with Continuing Disclosure filings and regulations pursuant to the Rule, which supersedes any prior disclosure filing currently in place. This information must be disclosed through filings on the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system, the Nationally Recognized Municipal Securities Information Repository (NRMSIR), in the following manners:

- **Limited Disclosure** – Annual Financial Statement filings are required for original Serial Bond issues over \$1,000,000 sold with an Official Statement.
- **Material Event Notice** – Filings are required anytime a material event occurs for any Note or Serial Bond issue sold with an Official Statement, whether over or under \$1,000,000. A listing of such Material Events can be found in each issue's Official Statement. These filings **MUST** occur within ten (10) days of such event per the Rule.
- **Full Disclosure** – Statements of Annual Financial Information and Operating Data are required to be prepared and filed for original bond issues over \$1,000,000 prepared with an Official Statement, if at the time of issuance, the Town had \$10,000,000 or more of outstanding debt.

If a municipality fails to complete the required filings on the MSRB EMMA website, it is very unlikely that underwriters will bid on any future borrowings due to potential fines by the Securities Exchange Commission.

The following filings can be completed by Municipal Solutions, Inc. as needed. Please review and indicate your preferences as to whether or not you wish Municipal Solutions, Inc. to post the required filings to EMMA on your behalf.

Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors

I. Transmission and electronic filing in a word searchable pdf format of the Town's **Limited Disclosure of Annual Financial Statements and adopted budgets, if required, to EMMA.**

The Town will provide full and complete copies of the annual adopted budget, annual update documents and/or audited annual financial statements to Municipal Solutions, Inc. within six (6) months of the subsequent fiscal year. If audited financial statements are prepared, but not available within the six (6) month period, the Town agrees to provide a copy of the annual update document to be filed within the six (6) month period, and to provide a copy of the audit within sixty days from the date of its receipt, but in no event, not later than the end of its next fiscal year.

The filing fee is \$235 per filing.

☐ Yes, please file Annual Financial Statements and budgets on EMMA on our behalf.

☐ No, we will file our own Annual Financial Statements on EMMA.

II. Preparation and filing of **Material Event Notices on the MSRB EMMA website, including bond insurer downgrades, will be filed within 10 days of each event per the Rule.**

The Town will notify Municipal Solutions, Inc. immediately upon the occurrence or immediately upon the Town's knowledge of an occurrence of each Event or noncompliance with the Rule, and will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

The Town shall review and provide approval of the content and form of all material event notices, with the exception of the following: bond or note calls, defeasances, rating changes and other required material event notices required to meet timely notice requirements. These exceptions will be filed automatically on the Town's behalf, unless the Town has notified Municipal Solutions, Inc. otherwise in writing.

The filing fee is \$235 per filing.

☐ Yes, please prepare and file Material Event Notices on EMMA on our behalf.

☐ No, we will file our own Material Event Notice on EMMA.

III. Preparation and filing of Statements of Annual Financial Information and Operating Data for those towns subject to **Full Disclosure. The statements will be prepared and filed on EMMA within six (6) months of the end of the fiscal year per the Rule.**

In addition to the filings of the Annual Financial Statements included in Section I. above, the Town agrees to provide to Municipal Solutions, Inc. all information required for preparation of each Statement of Annual Financial Information and Operating Data no later than 30 days prior to the due date of each statement.

The Town shall have the sole responsibility for determining the disclosure to be made in all cases. The Town shall review and provide approval of the content and form of all the information contained within the Statement of Annual Financial Information and Operating Data.

A Full Disclosure filing is NOT required by the Town at this time.

[n/a] Yes, please prepare and file Statements of Annual Financial Information and Operating Data on EMMA on our behalf.

[n/a] No, we will file our own Statements of Annual Financial Information and Operating Data on EMMA.

If there are services performed beyond the scope of this contract, or if the contract is terminated for any reason, an invoice for work completed will be due at the current hourly rate plus expenses.

IV. Conflicts of Interest and Other Required Disclosures

The Town agrees to hold harmless and to indemnify Municipal Solutions, Inc. and its employees from any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney's fees and expenses) which Municipal Solutions, Inc. may incur by reason of, or in connection with, disclosure information and the distribution of such information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs and expenses results directly from Municipal Solutions, Inc.'s willful misconduct or gross negligence in the distribution of such information.

Municipal Solutions, Inc. is registered as a recognized municipal advisor with the Securities and Exchange Commission (MS ID #867-00383) and the Municipal Securities Rule Making Board (MS ID #K0173) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act).

Rule G-42 of the Municipal Securities Rulemaking Board requires us to provide you with certain disclosures regarding conflicts of interest and other required disclosures (the "Disclosures"). Those Disclosures are attached hereto in Appendix A. We further covenant and agree to provide to the Town updated Disclosures as required by Municipal Securities Rulemaking Board Rule G-42 to the extent any arise after the date of this letter. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this letter to the same extent as if set forth herein.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves on our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

The fees may be adjusted annually based on the U.S. Bureau of Labor and Statistics Consumer Price Index – All Urban Consumers.

Invoices will be submitted periodically. Payment is due within 45 days of the invoice date.

V. Miscellaneous

Upon acceptance of this proposal, please execute and return one copy to our LeRoy office located at 62 Main Street, LeRoy, New York 14482 following the next Board meeting. The terms set forth above are subject to change if we do not receive a signed contract within 30 days. This contract will remain in effect until terminated by either party. You have the right to terminate this contract for any reason at any time.

We agree to promptly amend or supplement this letter to reflect any material changes or additions to the agreement evidenced by this letter.

If you should have any questions concerning this proposal, please do not hesitate to contact me. We look forward to our continued working relationship with the Town.

Sincerely,



Theresa K. Smith, CEO

TKS/amp

**Town of Brighton, New York
Contract Dated January 1, 2025
MSRB Continuing Disclosure Updates
and EMMA Filings
Accepted by:**

Signature: _____

Name/Title: _____

Date: _____

APPENDIX A

TOWN OF BRIGHTON, NEW YORK Contract Dated January 1, 2025 MSRB Continuing Disclosure Updates and EMMA Filings

DISCLOSURE OF CONFLICTS OF INTEREST

Municipal Securities Rulemaking Board Rule G-42 requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

We have determined, after exercising reasonable diligence, that we have no known material conflicts of interest that would impair our ability to provide advice to the Town in accordance with our fiduciary duty to municipal entity clients. The attached paragraphs outline areas of potential conflicts of interest we have reviewed to make this no material conflict of interest determination.

FORMS OF COMPENSATION AS POTENTIAL CONFLICTS

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement - Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds). This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.

From time to time, Municipal Solutions, Inc. does provide municipal advisory assistance to surrounding municipalities including, but not limited to, the Town of Pittsford, the Village of Scottsville, the Town of Webster, and the Wheatland-Chili Central School District. Municipal Solutions, Inc. is not aware of any material conflicts of interest that this relationship would bring to our fiduciary responsibility to the Town as of the date of this Agreement. If Municipal Solutions, Inc. becomes aware of any conflict of interest that could interfere with our fiduciary obligations to the Town, Municipal Solutions, Inc. will notify the Town that a conflict has been identified and we will meet with the Town to discuss the impacts of the conflict and possible methods to resolve the identified conflict areas.

RELIANCE ON OUTSIDE INFORMATION

In formulating our recommendations as it comes to the issuance of municipal securities, we often have to rely on information provided by outside sources such as engineering firms, architectural firms, CPAs, attorneys, and other professional entities, as well as the municipality itself. We must rely on the expertise and professional knowledge of these entities in that the information they are providing is reasonable and correct. As part of our fiduciary duty to our clients, we will do our best to make sure this is the case. If we feel that the information provided to us is inaccurate, inconsistent, or incomplete, we will ensure to tell you before providing any recommendations based on the material.

LEGAL OR DISCIPLINARY EVENTS

Municipal Solutions, Inc. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). As part of this registration, we are required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Municipal Solutions, Inc. Pursuant to MSRB Rule G-42, Municipal Solutions, Inc. is required to disclose any legal or disciplinary event that is material to the Town’s evaluation of Municipal Solutions, Inc. or the integrity of its management or advisory personnel.

We have determined that no such event exists.

Copies of Municipal Solutions, Inc. filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC’s EDGAR Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Municipal Solutions, Inc. or for our CIK number which is 0001612999.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

APPENDIX B

TOWN OF BRIGHTON, NEW YORK Contract Dated January 1, 2025

MATERIAL EVENTS

Events that ALWAYS must be disclosed:

- **Principal and interest payment delinquencies (even if 1 day late)**
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements (ex. bond insurance) reflecting financial difficulties
- Substitutions of credit or liquidity providers (ex. Bond insurers), or their failure to perform
- IRS issuance of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB)
- Tender offers
- Defeasances
- **Rating changes (including insured rating changes)**
- Bankruptcy, insolvency, receivership or similar event of your municipality
- Default, event of acceleration, termination event, modification of terms or other similar events under a financial obligation of your municipality, if any such event reflects financial difficulties (effective February 27, 2019)

Events that must be disclosed IF MATERIAL:

- Adverse IRS tax opinions or other material notices of determination by the IRS with respect to the tax status of the Notes or Bonds (unless as described above) or other material events affecting the tax status of the Notes or Bonds
- Modifications to the rights of the Note or Bond holders
- Optional, unscheduled or contingent **Note or Bond calls**
- Release, substitution or sale of property securing repayment of the Notes or Bonds.
- Non-payment related defaults
- The consummation of a merger, consolidation or acquisition involving your municipality, or the sale of substantially of your municipality's assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions
- The consummation of a merger, consolidation or acquisition involving your municipality, or the sale of substantially of your municipality's assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions
- Appointment of a successor or additional trustee, or the change of name of a trustee
- **Incurrence of a financial obligation or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financing obligation, any of which affect Note or Bond holders. This most likely means any bank loans, NYS Environmental Facilities Corporation loans, USDA Rural Development loans, installment purchase contracts, or energy performance contract leases your municipality issues (effective February 27, 2019).**



Finance Department

Earl Johnson
Director of Finance

December 16, 2024

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

Re: Electronic Field Production (EFP) Contract Renewal 2025-2026

Dear Honorable Town Board Members:

Electronic Field Production has provided the Town of Brighton with cablecast and video production services for several years and has assisted the Town of Brighton with the relocation of meetings during the Town Hall renovation. Based upon their professional services and knowledge of Town of Brighton cablecast and video production needs the supervisor's office proposes approval of a contract for 2025 & 2026. In addition, given the nature of services, the oversight for this relationship for these two years will be the Town's IT Department.

As in the previous contract, the annual cost of these services will be \$52,000/year, or \$4,333.00 paid monthly. Please authorize the Town Supervisor to execute this agreement which begins on January 1, 2025, and expires on December 31, 2026. This contract may be terminated at any time by the Town of Brighton upon written notice to the Contractor.

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

AGREEMENT

THIS AGREEMENT, made this First January of ____ in the year 2025, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York, 14618, hereinafter referred to as the "Town", and Electronic Field Productions, Inc., with offices at (or residing at) 2960 Atlantic Avenue, Penfield, NY 14526, hereinafter referred to as the "Contractor".

WITNESSETH

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

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

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

1. The Contractor hereby agrees to perform the following services for the Town of Brighton:

A. Live cablecast of Brighton Town Board Meetings

Brighton Town Board Meetings are typically the second and fourth Wednesday of each month at 7:00 PM (some exceptions may occur).

Set up and operate video equipment owned by the Town for live streaming of Town Board meetings (utilizing YouTube/Zoom/Teams or similar providers), provide technicians including director/technical director, remote camera operator, audio technician, provide archived recordings as required by Town supervisor and/or other authorized representative/s of same.

Maintain video archive library of Town Board meetings.

Maintain storage backup systems.

Provide and manage all media endeavors that support the open Government methodology.

B. Location Video Production

Provide additional video and audio recording services for Town events, up to ten (10) times per year.

Utilize the equipment for events in the Town Hall auditorium (temporary location at Empire State University) and utilize Contractor's equipment for events in other locations.

Additional events may include, but not be limited to: East and West Brighton Town Meetings; MLK Jr Day; Juneteenth; Pride Celebration; and celebrations for Black History Month, Asian American and Pacific Islander Heritage Month, Hispanic Heritage Month, Native American Heritage Month.

2. The term of this agreement shall be from January 1, 2025 to December 31, 2026. This contract may be terminated by the Town of Brighton upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed fifty-two thousand dollars (\$52,000.00) per annum. Said sum shall be paid as follows: monthly Installments of \$4,333.00; invoices payable within 30 days.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Assistant to the Supervisor, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to section two, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

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

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

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

7. Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an Independent Contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Laws of the State of New York as set forth in Section 290 - 301 of the Executive Law of the State of New York.

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from ^{acts of negligence} ~~and against~~ any claims or causes of action, which may be asserted against the Town or any of its officers and/or employees, ~~and arising out of this agreement or out~~ of services which the Contractor may perform for the Town pursuant to this agreement. *ndf 12/13/24*

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

Town of Brighton

By: _____ Date: _____

William W. Moehle, Supervisor

By: *Donna DelMundo* Date: *12/13/2024*

Electronic Field Productions

EFP Fed. ID # 16-1460510



Information Systems

Jeremy Lutz
IT Director

MEMORANDUM

To: Finance Department
Subject: Recommended Disposal of Certain Fixed Assets

From: Jeremy Lutz, IT Director

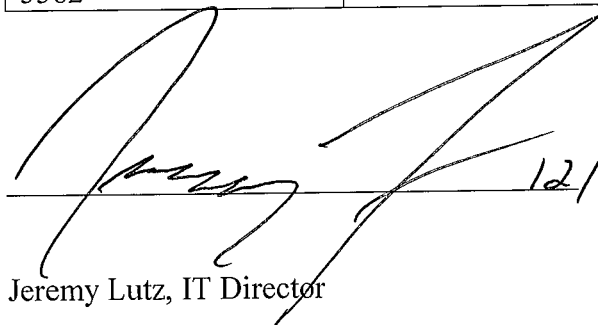
Date: December 16, 2024

In accordance with the Town Board's Fixed Asset Policy and Procedures (as amended), I am requesting that the Finance Department authorize the disposal of certain fixed asset items in my care and custody as listed on the attached Fixed Assets/Inventory Update Sheet(s). The item(s) listed are no longer needed or available to support departmental operations.

In this instance: the item(s) listed have no remaining value, are not serviceable, and should be recycled. These pieces of equipment are all antiquated from a technological perspective and are niche to television broadcasting making the possibility of resale non-viable. All equipment listed will be sent to an electronics recycling firm to be disposed of safely.

The formal action being requested of the finance department is the declaration as surplus or junk (as indicated above) of the item(s) listed below. As the department head responsible for the care and custody of the item(s) listed, I would be happy to respond to any questions the finance department may have.

ASSET TAG	ITEM	YEAR PURCHASED	PURCHASE Price
3423	Video Tech Wave Form	1990	\$1600
4833	Remote Control Unit	2001	\$1722
4834	Remote Control Unit	2001	\$1722
5562	Stream Encoder	2011	\$3445


12/6/24
Jeremy Lutz, IT Director