

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

Meeting Date: Wednesday, February 5, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from January 15, 2025.
2. Request for the Town Board to approve a purchase from sole source vendors Traditional Concrete and Magniflood Lighting to repair two recently damaged streetlight poles and one light fixture on Elmwood Avenue (DPW) – Request from Brendan Ryan for Town Board action to approve a purchase from sole source vendors Traditional Concrete and Magniflood Lighting to repair two recently damaged streetlight poles and one light fixture on Elmwood Avenue near 12 Corners and for the Finance Department to make the necessary budget amendment including the reimbursement from an insurance claim (see letter from B Ryan).
3. Request for the Town Board to authorize the Town Supervisor to enter into an agreement with the County of Monroe to accept STOP-DWI funding (Police) – Request from Chief Catholdi for the Town Board to authorize the Town Supervisor to enter into STOP-DWI agreements with the County of Monroe for the 2025 High Visibility Campaign for \$5,500.00 and 2025 Enhanced Enforcement for \$8,801.00 and accept any additional STOP-DWI funding for the remainder of 2025 (see letter from D Catholdi).
4. Request for the Town Board to authorize the Town Supervisor to enroll in the Carfax Police Crash Assistance Program for the Brighton Police Department (Police) – Request from Chief Catholdi for the Town Board to authorize the Town Supervisor to enroll in the Carfax Police Crash Assistance Program for the Brighton Police Department allowing the public to access accident reports 24 hours a day and approve setting the convenience fee at \$10.00 per accident report (see letter from D Catholdi).
5. Request for the Town Board to authorize the Town Supervisor to accept an award from the Monroe County Legislature for Sidewalk Funding and enter into a Intermunicipal Agreement (DPW) – Request from Chad Roscoe for the Town Board to authorize the Town Supervisor to accept an award from the Monroe County Legislature for Sidewalk Funding for approximately 200 LF on Edgewood Avenue, 800 LF on Allens Creek Road, 2,450 LF on Elmwood Avenue, 2,850 LF on Westfall Road in the amount of \$893,500 and enter into a Intermunicipal Agreement with Monroe County (see letter from C Roscoe).

6. Discuss a request for the Town Board to authorize the Recreation Department to issue an RFP, if it is determined that Senior Dining is to be offered in 2025 as part of the approved Intermunicipal Agreement with Monroe County for Senior and Youth Congregate Programming (Recreation) – Request from Rebecca Cotter for the Town Board to authorize the Recreation Department to issue an RFP for Senior Dining for the already approved resolution to participate in the Monroe County Senior and Youth Congregate Programming award for \$406,524.18 approved on November 13, 2024
7. Discuss the schedule of the next FASC Meeting which has been publicly noticed to be held on Thursday, February 20th.

**The next regularly scheduled meeting of the FASC will be held on
THURSDAY, February 20, 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****



Public Works Department

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

Brendan Ryan
Assistant Engineer

February 3, 2025

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

Re: Streetlight Poles Elmwood Avenue

Dear Councilperson Salzman and Committee Members:

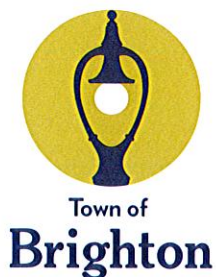
A motor vehicle crash recently damaged two streetlight poles along Elmwood Avenue east of 12 Corners. These two light poles need replacement along with one of the light fixtures (one was able to be salvaged). Exactly two light poles are available for purchase from Traditional Concrete, Inc. and they are a sole source vendor due to the older and custom nature of these poles. The total cost to acquire these poles is \$5970. The light fixtures are available for purchase for \$2215 each from Magniflood Lighting, also a sole source vendor (an order for 18 of these fixtures was approved at the previous FASC meeting, so this purchase could be an add-on to that contract. It is anticipated that the expense of repairing/replacing these poles and fixtures will be reimbursed to the Town from insurance claims related to the motor vehicle crash.

Town staff is requesting authorization to complete a purchase order with Traditional Concrete, Inc. for an amount of \$5970 and with Magniflood Lighting for an amount of \$2215, and for the Finance Department to make any necessary amendments to the budget to complete payment for these materials.

I will be in attendance at your scheduled February 5, 2025 meeting in the event that you have any questions related to this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Brendan Ryan
Department of Public Works



Brighton Police Department

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



David Catholdi
Chief of Police

January 24, 2025

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

RE: STOP-DWI Enhanced Enforcement
STOP-DWI High Visibility Engagement Campaign

Dear Board Members:

I hereby request that the Supervisor be authorized to enter into an agreement with the County of Monroe to accept the following funding:

2025 STOP-DWI Enhanced Enforcement	\$8,801.00
2025 STOP-DWI High Visibility Campaign	<u>\$5,500.00</u>
	\$14,301.00

I am also requesting the Supervisor be authorized to accept any additional funds from STOP-DWI due to more funding from the New York State STOP-DWI Foundation, Inc. later in the year.

Sincerely,

David Catholdi
Chief of Police

C: Earl Johnson
Captain Jose Caraballo
Captain Tim Karch
Mr. John O'Brien

CDC:JP



Public Works Department

Chad Roscoe
Junior Engineer

January 21, 2025

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

Re: Intermunicipal Agreement
Monroe County Municipal Sidewalk Funding Application

Dear Councilperson Salzman and Committee Members:

The Town of Brighton submitted a Monroe County Municipal Sidewalk Funding Application back in July of 2024 for the installation of sidewalks at the following locations:

1. 800± LF on Allens Creek Road,
2. 2450 LF on Elmwood Avenue,
3. ±200 LF on Edgewood Avenue,
4. ±2850 LF on Westfall Road

I am pleased to announce that the Monroe County Legislature approved funding for the Project(s) not to exceed \$893,500 pursuant to Resolution 266 of 2024 and authorized the execution of the attached IMA.

I am requesting that the FASC approve and accept the funding to the Town Board and, provided the resolution is passed by the Town Board, authorize the Supervisor to sign the Intermunicipal Agreement between the County and the Town regarding the Grant funding.

Sincerely,

Chad Roscoe
Junior Engineer, DPW

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“IMA”) made as of the last date executed below, by and between **MONROE COUNTY**, a New York municipal corporation with offices at 39 West Main Street, Rochester, New York 14614 (the “County”) and the **TOWN OF BRIGHTON**, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, NY 14618 (the “Municipality”).

WHEREAS, pursuant to Resolution 197 of 2023, the County committed general fund unassigned funds in the amount of \$10,000,000 to fund town incentives to install sidewalks on County roads; and

WHEREAS, the Municipality submitted a Monroe County Municipal Sidewalk Funding Application to 800± LF of sidewalk on Allens Creek Road, 2450 LF of sidewalk on Elmwood Avenue, ±200 LF of sidewalk on Edgewood Avenue and ±2850 LF of sidewalk on Westfall Road (the Project”); and

WHEREAS, the Monroe County Legislature approved funding for the Project not to exceed \$893,500 pursuant to Resolution 266 of 2024 and authorized the execution of this IMA; and

WHEREAS the Town Board of BRIGHTON, by Resolution No. ____ of 202__, effective _____, 202__, authorized the Municipality to enter into this IMA; and

NOW, THEREFORE, in consideration of the covenants, agreements, and conditions hereinafter expressed, the parties hereby mutually agree as follows:

1. **MUNICIPALITY RESPONSIBILITIES.** The Municipality shall:
 - a. Obtain public input on the Project prior to final design and construction.
 - b. Design the Project and submit the construction plans to the Monroe County Department of Transportation (“MCDOT”) for its review and approval (the “Approved Plans”).
 - c. Construct and install the Project in accordance with the Approved Plans. Any deviations from the Approved Plans must be submitted to MCDOT for its review and approval prior to the commencement of such work.
 - d. Appropriate all funding necessary to complete the Project in accordance with the terms of this IMA.
 - e. Obtain all required permits for the Project, including a 136 Highway Work Permit from the Monroe County Department of Transportation.
 - f. Acquire any right-of-way, easements, and/or fee interest, if necessary or desirable for the construction and maintenance of the Project. Any such real property rights shall be held in the name of the Municipality, not the County.
 - g. After completion of the Project, submit paid invoices and/or proof of costs for self-performance by the Municipality to MCDOT for the actual construction costs associated with the Project. For the purposes of clarity, Construction costs may include: utility relocation (storm, sanitary, water only), survey and stakeout, construction supervision, and inspection costs, maintenance and protection of traffic

(MPOT/WZTC), excavation, concrete, retaining walls, curb/gutter, surface restoration, signage, pavement markings. Other site work related features may be included, at the discretion of the Highway Superintendent when approved during plan review during the permitting phase. In no event shall construction costs include, nor shall the County reimburse the Municipality for: design costs, costs associated with the acquisition of property rights, permit fees, insurance, maintenance equipment, and ongoing maintenance and repair, overhead or underground utility relocations fees not mentioned above, replacement of existing sidewalk (concrete, asphalt or other), repair of existing sidewalk (asphalt, concrete or other), landscaping features other than lawn restoration (trees, shrubs, mulch or other ground cover), natural resource mitigation (i.e. wetlands, floodplain), and installation or relocation of lighting/light pole/roadway lighting appurtenances. Costs associated with rectangular rapid flashing beacons ("RRFB"), pedestrian crossing signage and crosswalk markings will not be included if the crossing does not meet MCDOT RRFB and Crosswalk Policies (these items, if not meeting MCDOT policy, can be installed and maintained at the Town's cost, via separate IMA).

- h. Maintain, repair, and, if necessary, replace the sidewalk(s), including snow and ice removal, in perpetuity. This provision shall survive the expiration of this IMA.

2. **COUNTY RESPONSIBILITIES.** The County shall:

- a. Review the Municipality's construction plans and either approve the plans or provide the Municipality with required changes necessary in order for the MCDOT to approve.
- b. After completion of the Project and upon submission of paid invoices and/or proof of costs for self-performance by the Municipality, reimburse the Municipality for up to 50% of its construction costs, in an amount not to exceed \$893,500.

3. **TERM.** The term of this IMA shall commence as of the last date executed below (the "Commencement Date") and expire upon the earlier of: (1) completion of the Project, or (2) five years after the Commencement Date.

4. **INDEMNIFICATION.** The Municipality hereby covenants and agrees to indemnify, defend, and hold harmless the County and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the County as a result of the negligence, omission, breach, fault, or intentional misconduct of the Municipality in the conduct of work under this IMA. This provision shall survive the termination or expiration of this IMA.

5. **INSURANCE AND COMPLIANCE WITH ALL LAWS.** The County shall be named as additional insured on all insurance policies required of the contractor as part of its construction contract for the performance of work identified herein. The Municipality and its agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules, and regulations applicable to the Project.

6. **ENTIRE AGREEMENT.** This IMA constitutes the entire and integrated agreement between the parties, and supersedes any and all prior proposals, negotiations, and agreement, whether written

or oral. Any modification or amendment to this IMA shall be void unless it is in writing and subscribed by the party against whom the modification or amendment is sought to be enforced.

7. **CHOICE OF LAW.** This IMA shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

8. **COUNTERPARTS.** This IMA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this IMA may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

9. **NON-DISCRIMINATION.** The County and Municipality agree that in carrying out its activities under the terms of the IMA that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they 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.

10. **SEVERABILITY.** If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall be valid and enforceable.

11. **RELATIONSHIP OF THE PARTIES.** The County shall perform the services under this agreement as an independent contractor. Neither the County nor any of its officers, agents or employees shall present themselves as officers or employees of the Town. Neither the County nor the Town shall be deemed to be the agent of the other, except as specifically set forth herein.

IN WITNESS WHEREOF the parties hereto have caused this IMA to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

MONROE COUNTY

TOWN OF BRIGHTON

By: _____ **By:** _____

Name: Adam J. Bello **Name:** _____

Title: Monroe County Executive **Title:** _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

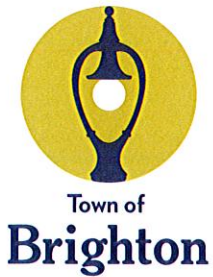
On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Adam J. Bello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary



Brighton Police Department

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



David Catholdi
Chief of Police

February 4, 2025

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

RE: Carfax for Police Crash Assistance Program

Dear Board Members:

I recommend that the Police Department enroll in the Carfax Police Crash Assistance Program, a free service that helps law enforcement manage crash reports and is designed to improve efficiency in investigations and public safety efforts.

This system would also allow members of the public to access their accident reports via an online portal 24 hours a day and would not be restricted to the Police Department's hours of operation. Additionally, it would streamline bulk requests from insurance companies, reducing the need for Freedom of Information Law (FOIL) requests.

I recommend setting the convenience fee at \$10.00 per accident report.

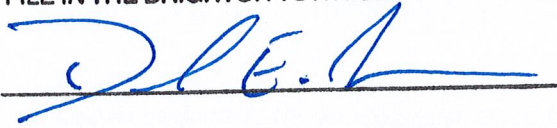
Thank you for your consideration and I would be happy to answer any questions you may have regarding this request.

Sincerely,

David Catholdi
Chief of Police

c: Town Clerk Dan Aman

CERTIFIED TO BE A TRUE COPY OF A RECORD ON
FILE IN THE BRIGHTON TOWN CLERK'S OFFICE



At a Town Board Meeting of the Town of
Brighton, Monroe County, New York, held on
the 13th day of November 2024 at Brighton
Town Hall, 2300 Elmwood Avenue in the Town
of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

CHRISTOPHER K. WERNER

ROBIN R. WILT

NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated November 4, 2024 from
Recreation Director Rebecca Cotter regarding a request to authorize the
Supervisor to enter into an Intermunicipal Agreement with Monroe County to
accept funding in support of the Senior and Youth Congregate Programming in
the amount of \$406,524.18, and sign any related documents associated with
acceptance of these funds as required by Monroe County, and to authorize the
Finance Director to make any necessary budget amendments related to said
agreement, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter
into an Intermunicipal Agreement with Monroe County to accept funding in
support of the Senior and Youth Congregate Programming in the amount of
\$406,524.18 and sign any related documents associated with acceptance of
these funds as required by Monroe County; and it is further

RESOLVED, that the Town Board authorizes the Finance Director to make
any necessary budget amendments related to said agreement.

Dated: November 13, 2024

William W. Moehle, Supervisor

Voting

Y

Christopher K. Werner, Councilmember

Voting

Y

Robin R. Wilt, Councilmember

Voting

Y

Nathaniel V. Salzman, Councilmember

Voting

Y

