

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

Meeting Date: Thursday, February 20, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from February 5, 2025.
2. Request for Town Board to authorize the Town Supervisor to enter into an agreement with Geese Control of New York effective April 1, 2025 (Police) – Request from Chief David Catholdi for Town Board action to authorize the Town Supervisor to enter into an agreement with Geese Control of New York effective April 1, 2025 thru November 30, 2025 with no service for the month of July for the monthly rate of \$695 reflecting a \$0 increase over the 2024 rate as Geese Control of NY is the only vendor in the area that provides geese control services (see letter from D. Catholdi).
3. Request for the Town Board to approve the renewal of the Town of Brighton Sidewalk Repair Program contract with Pro Construction which is at the sole discretion of the Town of Brighton (DPW) – Request from Chad Roscoe for Town Board to approve and authorize the Town Supervisor to execute the renewal of the Town of Brighton Sidewalk Repair Program contract with Pro Construction which is at the sole discretion of the Town of Brighton and includes an increase of 6% (compared to 12% last year) to \$444,483.90 and funds are available in the 2024 Budget which approves spending up to \$344,000.00 from the SK.SWLKD.5411.2.65 account and \$100,620.00 from the A.DPW.5410.4.49 account which includes \$60,300 for the Edgewood Sidewalk Program (see letter from C. Roscoe).
4. Request for the Town Board to approve the lowest responsible bid contract to Power & Construction group for Street Lighting Repair & Maintenance (DPW) – Request from Chad Roscoe for Town Board to approve and authorize the Town Supervisor to execute the Power & Construction Group contract as they are the lowest responsible bidder which approves spending up to \$8,500.00 from the A.DPW.51824.41 account and allows the Town Supervisor to sign three one-year extensions based on mutual agreement (see letter from C Roscoe)
5. Request for the Town Board to approve the first renewal of the Town of Brighton Dumpster and Recycling Collection which was awarded last year to Casella Waste Systems to provide the town's 2025 dumpster and Recycling services (DPW) – Request from Chad Roscoe Town Board action to approve the first renewal of the Town of Brighton Dumpster and Recycling Collection which was awarded last year to Casella Waste Systems to provide the town's 2025 dumpster and Recycling services which will increase 5% from the 2024 cost (see letter from C. Roscoe).

6. Request for the Town Board to approve increasing the limit for the contract with Lu Engineers to provide abatement design for asbestos removal related to the Town Hall Renovation Project to \$65,000.00 from \$19,959.50 (DPW) – Request from Ken Hurley for Town Board Action to authorize the Town Supervisor to increase the agreement with Lu Engineers to provide professional services to complete the abatement design for asbestos removal in the amount of \$65,000.00 providing the same services but as newly identified needs arise which are greater than the original estimate (see letter from K Hurley).
7. Request for the Town Board to approve increasing the limit for the contract with Vargas Associates to provide move management services related to the Town Hall Renovation Project to change orders of up to twenty percent, or \$23,500.00 (Public Works) – Request from Ken Hurley for Town Board action to authorize Supervisor Moehle to sign an agreement with Vargas Associates increasing the limit for the contract with Vargas Associates to provide move management services related to the Town Hall Renovation Project to change orders of up to twenty percent, or \$23,500.00 from the original ten percent, or \$11,750.00 (see letter from K Hurley).
8. Request for the Town Board to approve repurposing shelving units to the Highway Department as described and purchase new shelving upon return to the Town Hall after renovation (Public Works) – Request from Ken Hurley for Town Board action to approve repurposing shelving units to the Highway Department as described and purchase new shelving upon return to the Town Hall after renovation as opposed to storing such units at a cost about \$2,200.00 higher than the cost of new shelving units of roughly \$6,000.00 (see letter from K Hurley).
9. Request for the Town Board to authorize the Town Supervisor to execute an agreement with Elaine Ainsworth as a consultant to assist with informal hearings this spring and summer (Assessor) – Request from Jeannine Whitaker for the Town Board to authorize the Town Supervisor to execute an agreement with Elaine Ainsworth to assist with informal hearings this spring and summer related to the Town Reval at the rate of \$30.00/hour for an expected duration of 30 hours (see letter from J Whitaker).
10. Discuss the timetable and next steps for the BAN sale for the financing of the Town Hall Renovation Project (see letter from E Johnson).

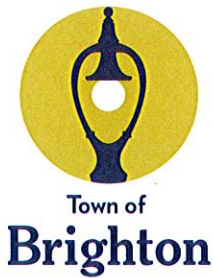
EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, March 5, 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****



Brighton Police Department

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



David Catholdi
Chief of Police

February 10, 2025

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

RE: 2025 Geese Control Contract

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Geese Control of New York and the Town of Brighton for the provision of geese control in the Town of Brighton. This contract is for the period beginning April 1, 2025 through November 30, 2025, with no service for the month of July.

I hereby recommend acceptance of the agreement as presented by Geese Control of New York for services to the Town for the stated time period. Geese Control of NY has increased the rates slightly from \$670 per month in 2023 to \$695 per month in 2025. There are no other vendors in the area that provide this service.

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

Sincerely,

David Catholdi
Chief of Police

CDC:jpo
attachment

c: Captain Jose Caraballo
Bruce Blackman, Animal Control Supervisor

**2025 CONTRACT FOR
CANADA GOOSE CONTROL
TOWN OF BRIGHTON**

**GEESE CONTROL OF NY
3325 BAILEY RD.
BLOOMFIELD NY 14469**

Environmentally safe Canada goose control with trained Border collies

Thank you very much for your past business. We will exclude July for molt as requested. Contract will cover March thru June, August thru November. 8 months @ \$695 per month, (Total \$5,560). The price is based on 24 visits per month at the Town Park on Westfall Road. This price includes visits to the Town of Brighton's three other sites, Lac Deville, Meridian Centre and Buckland Park. We will still monitor all the sites daily as before and encourage calling in any information concerning bird habitation and timing. The handler is available 7 days a week and can normally be on site within one hour, and there is no extra charge for call in visits if needed.

Invoices are generated once a month. A service report will be handed in at the end of each period with dates, times and approx. number of geese on property. Contracts may be dissolved for any reason up to fifteen days after work has begun. (a prorated bill will apply). Visits may vary from month to month at GCNY's discretion, per geese habits, molting status, etc., with notification to Animal Control of any variations or changes. To my knowledge and that of the D.E.C. we are still the sole provider of this service in the area.

GCNY will defend and hold our clients harmless against any penalties, fines, or claims by the federal or state authorities alleging the injury or death of Canada Geese due to GCNY's work. GCNY is fully insured by Dryden Ins. Agency.

Submitted by, Gordon R. Kornbau
Date 1/22/25

Cell/Pager/Voice (585) 414-4419
Gkornbau@rochester.rr.com

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____



Public Works Department

Chad Roscoe
Junior Engineer

2/14/2025

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

Re: 2025 Town of Brighton Sidewalk Repair Program

Dear Councilmember, Salzman and Committee Members:

The 2023 Town of Brighton Sidewalk Repair Program contract has a one-year term with the option to renew the contract for up to three additional twelve-month periods at the sole discretion of the Town of Brighton.

The Town has contacted Pro Construction who currently holds the contract for the possibility of a second contract renewal for another one-year period. Pro Construction has proposed a 6% increase to the 2024 Base Bid price of \$419,324.42. This would increase the Base Bid price to \$444,483.90. I have attached their proposal for reference. We have reviewed the proposal and feel that the 6% increase is reasonable.

Funds are available from the approved 2025 Budget in the Sidewalk District account (SK.SWLKD.5411 2.65), \$344,000.00, and in the Town wide sidewalk account (A.DPW.5410 2.65), \$100,620.00. Any necessary change orders will be presented to the FASC committee for review.

As always, thank you for your consideration. If you have any questions regarding this matter, please contact me.

Respectfully,

Chad Roscoe
Junior Engineer

Pro Construction

6062 Sautell Road
Bergen, NY 14416
(585) 734-2967
procon3@rochester.rr.com

February 14, 2025

Chad Roscoe

Dear Chad

We are writing in regards to the 2025 sidewalk replacement program . We look forward to continuing our relationship with the Town of Brighton for the 2025 season. We would ask for a 6% increase to our contract over last year. My suppliers are coming in at a 5 -10% increase over last year. At the 6% increase we are on the lower end of the suppliers and still 6% lower than the second place bidder from 2023. We feel this will help with increased labor,insurance and other operating costs as well. Thank you for your consideration and as always we look forward to another great season working with Brighton.

Curtis Taylor

Pro Construction



Public Works Department

Chad Roscoe
Junior Engineer

February 14, 2025

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

Re: Award of Contract
2025 Street Lighting Maintenance Contract

Dear Councilperson, Salzman and Committee Members:

This bid was publicly advertised and opened on February 13, 2025, as required by law. Attached is a copy of the public notice. There were two companies that submitted unit prices for the repair and maintenance services outlined in the above-mentioned contract documents. After reviewing the submitted bids it was determined that Power & Construction Group, Inc. (P&CG) had the lowest price for the possibility of the aggregate total of all line items.

Therefore, I am recommending that the bid be awarded for the above services to the low, responsive and responsible bidder, Power & Construction Group, Inc. (P&CG). The work performed shall be paid from A.DPW.5182-4.41 account and shall not exceed the approved 2025 budget of \$8,500.00. If additional funds are needed in an unlikely event, we will return to the board for additional approvals.

The bidding documents provide that upon mutual agreement of the contracting parties, the contract may be extended for up to three (3) additional one-year periods. Therefore, I am requesting that the Town Board grant the Supervisor discretion to endorse future annual extensions of this contract.

Sincerely,

Chad Roscoe

The Daily Record (NY)
16 W. Main St
Rochester, NY, 14614
Phone: 5852326920 Fax: 0

WESTERN NEW YORK
THE DAILY RECORD
YOUR TRUSTED SOURCE FOR LEGAL AND REAL ESTATE NEWS

Affidavit of Publication

To: TOWN Of Brighton - RCH - Chad Roscoe
2300 Elmwood Ave
Rochester, NY, 146182145

Re: Legal Notice 4024163, Town of Brighton

State of NY }

} SS:

County of Monroe }

The undersigned is the authorized designee of Ben Jacobs/Associate Publisher of The Daily Record (NY), a Daily newspaper published in Rochester, NY. A notice was published in said newspaper. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Monroe County for this purpose. The dates of the publication were as follows: 02/03/2025

Sworn to me on this 3rd day of February 2025

By Mitt Patel

Mitt Patel

Authorized Designee of the
Publisher

Lisa Fowler

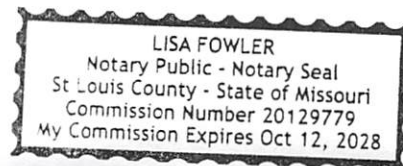
Lisa Fowler

Notary Public, State of MO

No. 20129779

Qualified in St. Louis County

My commission expires on October
12, 2028



**SECTION 00030
ADVERTISEMENT FOR BIDS**

The Town of Brighton, Monroe County, New York will receive sealed bids for the improvements to the

**STREET LIGHTING
MAINTENANCE - ELECTRICAL**

Sealed Bids will be received and bids publicly opened and read at the following place and time:

Place: Town of Brighton

Dept. of Public Works

680 Westfall Road 2nd Floor Rm 201

Rochester, New York, 14620

Date: **Thursday, February 13, 2025**

Time: **10:00 A.M. Local Time**

The work consists principally of providing the services of an electrical contractor with sufficient qualified licensed master electricians who will provide the necessary expertise to insure the proper operation of the Town's Street Lighting System, perform all necessary electrical work in conjunction with assigned Street Projects, and provide the necessary expertise to address any unanticipated electrical needs during the contract period.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and Specifications are available for download at www.townofbrighton.org/669/Current-Bid-Offerings.

Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee for an amount not less than five percent (5%) of the amount bid in accordance with the INSTRUCTIONS TO BIDDERS.

The Town of Brighton is exempt under New York State Tax law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the bid.

All prices bid shall be good for a period of sixty (60) days after opening. The Town of Brighton reserves the right to consider bids for sixty (60) days after their receipt before awarding any contract. The Town of Brighton further reserves the right to reject any and all bids, and to accept any Proposal or individual item or items, which it may deem to be the most favorable to its best interests.

A non-collusive bidding certificate shall be included with each bid.

The attention of the Bidder is call to the requirements as to the conditions of employment and the minimum wage rates to be paid under this contract.

Dated: **February 3, 2025**

Town of Brighton

4024163 2-3-11



Public Works Department

Chad Roscoe
Junior Engineer

February 13, 2025

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

Re: Renewal of Dumpster & Recycling Contract

Dear Councilmember, Salzman and Committee Members:

Back on April 1, 2024, the Town Board awarded Casella Waste Systems, Inc. the Dumpster & Recycling Contract for the term of one year with the option to renew for three one-year terms. The contract allows for up to a 5% annual increase to the proposed rates. Casella Waste Systems, Inc. proposes a 5% increase to the existing rates (see attached email from Dave Boon of Casella Waste Systems, Inc.). Also, I have included the spreadsheet for the 2024 prices with the proposed increase.

This increase is less than the CPI of 5.2%. Therefore, I am asking for approval to renew the contract with Casella Waste Systems, Inc. for another year. This would be the first renewal of the three available.

Thank you for your attention to this matter and do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

Chad Roscoe
Junior Engineer, DPW

Physical location:

680 Westfall Road

Rochester, NY

Mailing address:

2300 Elmwood Avenue

Rochester, NY 14618

From: David Boon <david.boon@casella.com>
Sent: Friday, February 7, 2025 10:41 AM
To: Chad Roscoe <chad.roscoe@townofbrighton.org>
Cc: Dillon Wheatley <dillon.wheatley@casella.com>
Subject: RE: [External] Renewal

CAUTION: This email originated from an external source. Use caution when replying, clicking links, or opening attachments.

Hi Chad,

You can use this email for our intentions for 2025 pricing. After reviewing our costs and looking back at CPI for Waste, Sewer, & Trash we would like to propose a 5% cost increase for the next annual term.

The CPI rate referenced above was 5.2%. Let me know if this would be acceptable for the town to renew for the next annual term.

I appreciate your partnership as always. Reach out to me if you have further questions regarding our requested increase. Have a great weekend!

Thanks,

David M. Boon

Senior Business Development Manager

Casella Waste Management of NY, Inc.

85 Silvarole Drive, Rochester, NY 14623

p. 585-488-5041 • c. 585-259-9090

e. david.boon@casella.com • w. casella.com

CASELLA

RECYCLING • SOLUTIONS • ORGANICS • COLLECTION • ENERGY • LANDFILLS

From: Chad Roscoe <chad.roscoe@townofbrighton.org>
Sent: Friday, February 7, 2025 9:40 AM

2024 Dumpster & Recycling Bid Results

Type	Service Location	Year	Container			Casella	
			Size	Qty	Style	PPU	Yearly
Recycling	Town Hall	52	96 gallon	4	Toter	\$ 60.00	\$ 3,120.00
	Operation Center	13	96 gallon	2	Toter	\$ 30.00	\$ 390.00
	Town Hall	52	8 cu yd	1	Front load dumpster	\$ 24.00	\$ 1,248.00
	Operation Center	26	4 cu yd	1	Front load dumpster	\$ 28.00	\$ 728.00
	Brighton Town Park	52	8 cu yd	1	Front load dumpster	\$ 24.00	\$ 1,248.00
	Meridian Centre Park	17	8 cu yd	1	Front load dumpster	\$ 24.00	\$ 408.00
	Buckland Park (Park)	15	8 cu yd	1	Front load dumpster	\$ 24.00	\$ 360.00
	Buckland Park (Lodge)	52	8 cu yd	1	Front load dumpster	\$ 24.00	\$ 1,248.00
							\$ 8,750.00

Type	Service Location	Year	Container			Casella	
			Size	Qty	Style	PPU	Yearly
Trash	Town Hall	104	8 cu yd	1	Front load dumpster	\$ 32.00	\$ 3,328.00
	Brighton Town Park	52	8 cu yd	1	Front load dumpster	\$ 32.00	\$ 1,664.00
	Meridian Centre Park	52	8 cu yd	1	Front load dumpster	\$ 32.00	\$ 1,664.00
	Buckland Park (Park)	52	8 cu yd	1	Front load dumpster	\$ 32.00	\$ 1,664.00
	Buckland Park (Lodge)	52	8 cu yd	1	Front load dumpster	\$ 32.00	\$ 1,664.00
							\$ 9,984.00

Type	Service Location	Size	Qty	Style	Casella	
					Trash Rolloff	
Rolloff	Operation Center	40 cu yd	1	Rolloff	Tip Fee	\$ 98.00
					\$ Trip	\$ 210.00
					Sub Total	\$ 3,094.98

		Casella
Total Base Bid		\$ 21,828.98

Casella		
2024 Contract Amount		\$ 21,828.98
2025 proposed increase	5%	\$ 1,091.45
		\$ 22,920.43



Public Works Department

Ken Hurley, P.E.
Town Engineer

February 12, 2025

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

Re: Brighton Town Hall Renovation Project –Abatement Design Contract- Additional Work

Dear Councilperson Salzman and Committee Members:

On January 6, 2025, the Abatement Contractor, DSA Services, began work for the Town Hall renovation. As previously discussed, when construction on the building began, we would be able to physically view additional areas requiring asbestos abatement that could not be viewed during staff occupancy. When unknown materials are identified by the abatement contractor, our abatement design engineer, Lu Engineers would conduct a site inspection and if warranted, retrieve and submit a sample to a testing laboratory. Upon receipt of a positive sample, Lu Engineers would then prepare a new remediation plan to safely remove the newly identified materials. The need for additional sampling and possible abatement design was anticipated during the design process, but the extent at the time was unknown and not included in the original abatement design contract.

We recommend increasing the limit for the abatement design contract with contingencies to a maximum approved design cost of \$65,000, changed from the original \$19,959.50 (award price and original contingency). This process would allow the Supervisor to approve change orders in a timely fashion that allows the newly identified suspect materials to be tested, and abatement design provided prior to the abatement contractor moving to the next work area.

As always, thank you for your consideration. I will be in attendance at your scheduled February 20, 2025, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Sara Krusenstjerna



Public Works Department

Ken Hurley, P.E.
Town Engineer

February 12, 2025

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

Re: Town Hall Renovation -
Move Management Services-Additional Work

Dear Councilperson Salzman and Committee Members:

The Town Hall Renovation project is currently ongoing and there has been a need for additional work to be performed by Vargas Associates associated with move management, storage, and packing assistance. In June 2024, the Town Board approved the Move Management contract to Vargas Associates for \$117,500, and authorized the Supervisor to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price (\$11,750). To date, the Supervisor has executed two change orders for a total amount of \$9,230. Due to leaking pipes above the library (staff area), a need to expedite moving and temporarily storing shelving and furniture located in the proposed abatement work area is needed. Vargas Associates have provided a cost estimate for this work for a price not to exceed \$6,900. This change order would exceed the contingency amount approved by the Town Board.

I am requesting that the FASC recommend that the Town Board authorize the supervisor to execute any necessary change orders that do not collectively exceed an additional ten percent of the awarded contract price (\$11,750) for a total authorization of twenty percent of the awarded contract price (\$23,500).

As always, thank you for your consideration. I will be in attendance at your scheduled February 20, 2025, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Gary Donofrio
Sara Krusenstjerna



Public Works Department

Ken Hurley, P.E.
Town Engineer

February 12, 2025

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

Re: Town Hall Renovation -
Storage Room Shelves

Dear Councilperson Salzman and Committee Members:

During the time that Champion Storage and Moving was conducting the packing, moving, and storage of furniture for the Town Hall Renovation project, shelving units in three storage areas were left behind as these shelves were being utilized for file storage and were not moved and stored at that time. Currently, there are 12 shelving units in the DPW storage room, 7 metal shelves and 5 homemade wooden shelves in the Police records room, and 16 shelves in the basement vault storage room, for a total of 40 shelves. We have prepared a cost analysis comparison to identify the cost of moving and storing the shelving units at the Champion warehouse as compared to the cost of purchasing new shelves. New heavy duty storage shelves that are longer than the existing shelves, could be purchased currently for \$229 (4-tier) - \$350 each, depending on the size needed. The 40 existing shelves could be replaced with 24 new shelves.

The cost comparison determined that the moving and storage costs for the shelves would be approximately \$8,200, while the cost to purchase new shelves would be approximately \$6,000.

With the understanding that storing the shelves would be more expensive than purchasing new shelves, we have reached out to the Highway and the Parks & Rec Departments, and they have requested that we repurpose the shelves to their departments.

We are requesting to repurpose the Town Hall shelves to the Highway and Parks & Rec Departments and purchase new shelving units in 2026 upon return to the Town Hall at a cost savings to the Town.

As always, thank you for your consideration. I will be in attendance at your scheduled February 20, 2025, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.

Department of Public Works

Cc: Gary Donofrio, Sara Krusenstjerna



Assessor's Office

Jeannine Whitaker
Assistant Assessor

February 18, 2025

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

Re: Assessor's Office

Request for authorization for Town Supervisor to sign an agreement with Elaine Ainsworth

Dear Honorable Members:

In anticipation of the upcoming informal hearing process and that unusual volume due to the Town Reval this year, Elaine Ainsworth is willing to come in on a contractual basis to assist with the informal hearing process. This contract should not exceed 30 hours covering March 1, 2025 – May 30, 2025 and is considered in the budget for the reval's estimated Contract Personnel Service cost (A.ASSOR.1355.4.44).

Elaine is willing to provide assistance to the Assessor's Office as needed for an hourly rate of \$30.00 per hour. It is understood that there would be no health or additional benefits associated with this position. **This will be under contract on a temporary basis. An invoice will be submitted by Elaine Ainsworth for payment.**

As a former assessor for the Town of Brighton, Elaine has the unique expertise necessary to assist with the informal hearing process this spring related to the Town Reval process and make those decisions on behalf of the town.

I am requesting your approval to enter into a contract agreement with Elaine Ainsworth to cover this temporary need. Thank you for your consideration.

Jeannine Whitaker

A G R E E M E N T

THIS AGREEMENT, made this 1st day of March, 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 Elaine Ainsworth, residing at 574 Manitou Beach Road, Hilton, New York 14468 hereinafter referred to as the "Contractor".

W I T N E S S E T H

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 assistance with informal hearings during the Town revaluation process as needed to support the Town Assessor or other Town staff on an as needed basis to be determined by the Town.

2. The term of this agreement shall be from March 1, 2025 to May 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 Thirty and 00/100 Dollars (\$30.00) per hour, in full satisfaction of all expenses and compensation due the Contractor.

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 Town Assessor, 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

Elaine Ainsworth

Dated: _____



Finance Department

Earl Johnson
Director of Finance

February 17, 2025

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

Re: Town Hall Renovation BAN borrowing Schedule

Dear Honorable Town Board Members:

With main renovation construction beginning shortly, it is time to issue the \$10,750,000 BAN to cover the costs of the project. Through discussion with our advisor, Municipal Solutions, Inc., we have determined the best course is to issue the BAN for the full amount for a full year as most of the construction is scheduled to be complete by next summer. The project borrowing was approved on July 24, 2024 through Res07-24-2024-07

The tentative borrowing schedule is:

- Municipal Solutions circulates the draft Notice of Sale & Official Statement to the group for review – last week of February
- Comments returned / Finalized NOS/OS mailed to potential bidders – March 11
- Sale – March 19 at 11:30 am
- Closing – April 9

This schedule aligns perfectly with the Draft timeline provided last May. The group that reviews the official statement consists of the Town Supervisor, Town Director of Finance, Town Attorney and Bond Counsel. The Official Statement information requested from Municipal Solutions was provided to them on January 2, 2025.

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