

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

**Meeting Date: Wednesday, August 6, 2025 (8:30 a.m.)
Location: Empire State University Room #159**

1. Approval of Minutes – Receive and file minutes from July 16, 2025.
2. Request for Town Board to authorize a public notice for the Budget Workshops to be held on Wednesday, August 20th and Wednesday, August 27th at 3:30pm (Finance) – Request from Earl Johnson for the Town Board to authorize public notice be given for the Budget Workshops to be held on Wednesday, August 20th and Wednesday, August 27th at 3:30pm in Room #159 at the temporary Town Hall location at 680 Westfall Road (see the 2026 Budget Calendar from E. Johnson).
3. Request for the Town Board to set two public hearings for the purpose of allowing for community input regarding the 2026 Town & Special District Budgets, Charges and Assessment Rolls (Finance) – Request from Earl Johnson for Town Board action to set two public hearings during the month of October, as traditionally designated, at the regularly scheduled Town Board meetings of October 8, 2025 and October 22, 2025, for the purpose of reviewing the Assessment Rolls for Special District charges and improvements and for Sewer Rents as well as the 2026 Town Operating and Capital Improvement Budgets (see letter from E. Johnson).
4. Request for the Town Board to set a public hearing for the purpose of authorizing the Town Board to accept a budget for 2026 that may possibly exceed the tax levy limit (Finance) – Request from Earl Johnson for Town Board action to set a public hearing on October 8, 2025, during the regularly scheduled board meeting, to discuss the adoption of a local law allowing the Town Board to accept a budget commencing on January 1, 2026 that possibly may exceed the tax levy limit (see letter from E. Johnson).
5. Request for the Town Board to authorize the Town Supervisor to sign any necessary documents as they pertain to the Town of Brighton's submittal of the NY BRICKS grant application (Recreation) – Request from Rebecca Cotter for Town Board action to authorize the Town Supervisor to sign any necessary documents as they pertain to the Town of Brighton's submittal of the NY BRICKS grant application including the grant application related to funding the Town of Brighton Community Center (see letter from R. Cotter).
6. Request for the Town Board to authorize the reimbursement of travel expenses related to presenting the Community Needs Assessment and Feasibility Study Final Report on site (Recreation) – Request from Rebecca Cotter for Town Board action to authorize the reimbursement of travel expenses related to presenting the Community Needs Assessment and Feasibility Study Final Report on site not in the original scope of work in the amount of \$1,646.20 (see letter from R. Cotter).

7. Adopt Planning & Design Bond Resolution in the amount of up to \$2,500,000 for the purpose of funding planning and design work related to the Town of Brighton Community Center project (Finance) – Request from Earl Johnson for Town Board action to adopt a planning bond resolution in the amount of up to \$2,500,000 for the purpose of funding planning and design work related to the Town of Brighton Community Center as prepared by the bond attorney with any expenses being refinanced with the future project BAN/Bond (see bond resolution).
8. Request for the Town Board to authorize the Town Supervisor to sign an agreement with RSMeans for an Online Annual Subscription which is a project management tool for the Public Works Department (Public Works) – Request from Glen Layton for Town Board action to authorize the Town Supervisor to sign an agreement with RSMeans for an Online Annual Subscription in the amount of \$3,900.65 which is a project management tool for the Public Works Department (see letter from G. Layton).
9. Request for Town Board to authorize the Town Supervisor to sign change orders #10 & 11 with Landry Mechanical for plumbing related work which would exceed the approved 10% authorization (DPW) – Request from Ken Hurley for the Town Board to authorize the Town Supervisor to sign change orders #10 & 11 with Landry Mechanical for plumbing related work as described for \$13,118.67 which would exceed the approved 10% authorization to exceed the base bid. (see letter from K. Hurley).
10. Request for Town Board to authorize the Town Supervisor to sign Supplemental Agreement No. 1 with NYSDOT related to the French Road Bridge project and any other necessary documentation (DPW) – Request from Ken Hurley for the Town Board to authorize the Town Supervisor to sign Supplemental Agreement No. 1 with NYSDOT related to the French Road Bridge project and any other necessary documentation including the requested Town Board Resolution as provided given the full project and budget were approved on November 26, 2024 (see letter from K. Hurley).
11. Request for the Town Board to authorize the Town Supervisor to execute an agreement with Elaine Ainsworth as a consultant to assist with various assessment duties and training through February 1, 2026 (Personnel) – Request from Tricia VanPutte for the Town Board to authorize the Town Supervisor to execute an agreement with Elaine Ainsworth as a consultant to assist with various assessment duties and training through February 1, 2026 at a rate of \$50.00/hour (see letter from T. VanPutte).
12. Request for the Town Board to authorize the Town Supervisor to sign an agreement with Unicorn Protection to provide monitoring for the Town Hall Campus Protection Alarm System (Facilities) – Request from Gary Donofrio for Town Board action to authorize the Town Supervisor to sign an agreement with Unicorn Protection to provide monitoring for the Town Hall Campus Protection Alarm System in the amount of \$51.50 per month through December 31, 2025 (see letter from G. Donofrio).

13. Request for Town Board to amend the Part-Time Permanent and Seasonal Employee Wage Schedule for Animal Control job titles (Police) – Request from Chief Catholdi for Town Board to amend the Part-Time Permanent and Seasonal Employee Wage Schedule for Animal Control job titles moving the Animal Control Officer II in Group 1 to Group IV and moving the Animal Control Officer I in Group IV to Group VII (see letter from D. Catholdi).
14. Town Hall Renovation progress update (ongoing when necessary).

EXECUTIVE SESSION – Discuss employment of particular persons

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

TOWN OF BRIGHTON
2026 OPERATING AND CAPITAL BUDGETS
BUDGET PREPARATION AND REVIEW CALENDAR
Tentative Dates

Wed. 4/14	2026-2028 Capital Improvement Plan (CIP) Request forms and Guidelines sent to Department Heads; start of 2026 CIP Budget Submission Process.
Friday 5/23	CIP Requests due to Finance Department (Using the ClearGov software)
Friday 6/20	Supervisor's Budget Review Task Force (BRTF) kickoff meeting (1 HR each Department Head – 2 hours total)
Wednesday 6/25	Supervisor's Budget Review Task Force (BRTF) meeting to review the CIP
Thursday 6/26	Supervisor's Budget Review Task Force (BRTF) meeting to review the CIP
Monday 6/30	2026 Operational Budget Kickoff letter from Supervisor with budget guidelines for 2026
Monday 6/30	Distribution of the 2026 Operating Budget Preparation Packet through email; start of 2026 Departmental Budget Submission Process
Monday 7/07	Supervisor's Budget Review Task Force (BRTF) meeting to finalize priority recommendations for the CIP
Wed. 7/16	Special Finance & Administrative Services Committee (FASC) meeting to review the CIP and BRTF recommendations
Fri. 7/25 End of day	All Department Operating Budget Requests Due and Entered in the New World Financial Information System (FIS) (Submit earlier if you can)
DATE TBA (Late August – Sept.)	BRTF Meeting to review major revenue estimates, fund balance levels and Department requests

Wed. 8/20 3:30 PM	First Town Board 2026 Budget Workshop Session (Department and Division Budget Request Highlights), Town Auditorium at SUNY Empire location
Wed. 8/27 3:30 PM	Second Town Board 2026 Budget Workshop Session (Department and Division Budget Request Highlights), Town Auditorium at SUNY Empire location
	Set 1 st & 2 nd Public Hearings for October 8, 2025 and October 22, 2025 respectively to consider adoption of the proposed Supervisor's 2026 preliminary Operating and Capital Improvement Budgets
	Set 1 st & 2 nd Public Hearings for October 8, 2025 and October 22, 2025 respectively to consider adoption of the proposed 2026 Assessment Rolls for Service Charges, Maintenance Charges, Capital Improvements and Sewer Rent Charges for Special Improvement Districts
Wed. 9/10 (or later) 7:00 PM*	Anticipated Town Board Adoption of the 2026-28 CIP for Town and Special Districts (Forming a Basis for 2026 Draft Capital Budget)
Wed. 9/24 7:00 PM	Supervisor's Tentative 2026 Operating and Capital Budgets Presented to the Town Board and Community
Mon. 9/29	Submit legal notice for public hearings to Brighton Pittsford Post before noon. (Includes Elected officials' salaries)
Wed. 10/8 7:00 PM	1 st Public Hearing on the Supervisor's Tentative 2026 Operating and Capital Budgets
DATE TBA (October)	Meet with Supervisors Budget Review Task Force to review and advise on any proposed amendments.
Wed. 10/22 7:00 PM	2 nd Public Hearing on the 2026 Budget, Inclusive of Any Amendments Made by the Supervisor or Town Board. Anticipated Town Board Adoption of the 2026 Town and Special District Operating and Capital Budgets

***These dates are tentative**



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

August 02, 2025

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

Re: Notice of Hearings for the 2026 Town & Special District Budgets, Charges and Assessment Rolls

Dear Finance and Administrative Services Committee & Town Board Members:

The Town is required under Section 239 of Town Law to hold at least one public hearing prior to the adoption of the 2026 Special District Budgets to review the Assessment Rolls for Special District charges and improvements and for Sewer rents. The Town is also required under Section 108 of Town Law to hold at least one public hearing prior to adopting the 2026 Town Operating and Capital Improvement Budgets to review the preliminary budget. Such hearings must be held on or before December 10, 2025.

Traditionally, the Town of Brighton has provided two separate public hearings in October before the adoption of the budget to allow for appropriate community input. Therefore, I am requesting that the Honorable Town Board sets two Public Hearings for the above-mentioned issues at the regularly scheduled Town Board meetings of October 8, 2025 and October 22, 2025.

Sincerely,
Earl Johnson
Earl Johnson
Director of Finance



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

August 2, 2025

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

Re: Local Law and Public Hearing to Enable Override of 2026 Tax Levy Limit

Dear Honorable Board Members,

I am requesting that your honorable body set a public hearing and adopt a local law authorizing the Town Board to adopt a budget commencing on January 1, 2026 that possibly may exceed the tax levy limit as defined in General Municipal Law Section 3-c.

This measure is being requested due to the current economic conditions which require a tax levy increase of greater than 2.0%. With current inflation still higher than 2% and the escalation of health insurance and other benefits, as well as equipment and everyday operating supplies, anticipated cost increases are higher than our revenue growth which affects our ability to stay within the 2.0% New York State tax cap.

Since adoption of this Local Law does require a public hearing, I am requesting the Town Board set such hearing to take place at the regularly scheduled Board meeting on Wednesday, October 8th, 2025 at Town Hall. This local law does not require the final tax levy to be over our 2026 tax limit but allows for that expected possibility.

I would 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



Town of
Brighton

Recreation Department

Rebecca Cotter
Recreation Director

July 28, 2025

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

RE: NY BRICKS GRANT APPLICATION

I respectfully request your permission to authorize Supervisor Moehle to sign any necessary documents as it pertains to the Town of Brighton's submittal of the NY BRICKS grant application. This includes the application itself and all associated materials.

If awarded, this grant would be used to help fund the design and construction of a new Community Center in the Town of Brighton.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca J. Cotter

Rebecca J. Cotter
Recreation Director
Town of Brighton



Town of
Brighton

Recreation Department

Rebecca Cotter
Recreation Director

July 31, 2025

The Honorable Brighton Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Town of Brighton Community Needs Assessment &
Feasibility Study Final Report Travel Expenses

Dear Supervisor Moehle and Town Board Members:

I respectfully request payment of travel and related expenses for Darin Barr of Ballard*King for the on-site presentation of the Community Needs Assessment and Feasibility Study Final Report. Darin Barr traveled to the area to present the Final Report to the Brighton Town Board on Wednesday, July 9, 2025.

This in-person presentation was not anticipated in our original scope of work and was the final step in the adoption of the final report by the Town Board and to release it to the public.

The additional cost for the in-person presentation including reimbursable expenses is \$1,646.20. Funds are available in the Recreation Budget from the original contract to cover this expense. I further request authorization for the Finance Department to make any necessary budget transfers as required to cover this expense.

Respectfully,

Rebecca J. Cotter
Recreation Director
Town of Brighton

BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ISSUANCE OF UP TO \$2,500,000 IN SERIAL BONDS OF THE TOWN TO FINANCE THE PLANNING AND DESIGN OF A NEW COMMUNITY CENTER

WHEREAS, the Town Board of the Town of Brighton (the “Town Board”), Monroe County, New York (the “Town”), intends to retain a qualified engineer or engineering firm to undertake certain planning and design work associated with the construction and reconstruction of a new community center in and for the Town of Brighton (the “Project”); and

WHEREAS, the Town Board now wishes to appropriate funds for such preliminary planning and design work and to authorize the issuance of the Town’s serial bonds or bond anticipation notes to finance said appropriation.

THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK HEREBY RESOLVES (by the affirmative vote of not less than two-thirds of all the members of such body), AS FOLLOWS:

SECTION 1. The Town is hereby authorized to undertake the planning and design work associated with a proposed new community center (the “Project”), consisting of, to the extent applicable, surveys, preliminary plans, detailed plans and specifications and estimates necessary for the planning of such contemplated capital project, including the costs of undertaking and completing all required environmental reviews and reports in accordance with the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (“SEQRA”) and to issue \$2,500,000 principal amount of serial bonds (including, without limitation, statutory installment bonds) pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”) to finance the estimated cost of said project.

SECTION 2. The actions included within the specific objects or purposes for which the issuance of serial bonds is authorized in Section 1 hereof constitute a “Type II” action within the meaning of SEQRA (6 N.Y.C.R.R. 617.5(c)(2)) and therefore no further action under SEQRA with respect to such actions or the financing thereof need to be taken by the Town Board.

SECTION 3. It is hereby determined that the maximum estimated cost of the Project is \$2,500,000, and the plan for the financing thereof shall consist of (i) the issuance of up to \$2,500,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, (ii) the application of any grant monies expected to be received by the Town to pay or reimburse costs of the Project (including the possible repayment of bond anticipation notes issued to finance such costs), the receipt of which shall reduce the amount of serial bonds authorized herein *pro tanto*, and (iii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 4. It is hereby determined that the period of probable usefulness of the aforementioned specific object or purpose is five (5) years, pursuant to subdivision 62(a)(2nd). of paragraph a. of Section 11.00 of the Law.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall not be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to Section 1 of this resolution.

SECTION 6. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in Section 1 of this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by Section 1 of this resolution. This resolution shall constitute a declaration of "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 7. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said obligations and of Section 21.00, Section 50.00, Section 54.90, Sections 56.00 through 60.00 and Sections 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters relating thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Supervisor of the Town, the chief fiscal officer of the Town (the "Town Supervisor"). Further, pursuant to subdivision b. of Section 11.00 of the Law, in the event that bonds to be issued for one or more of the objects or purposes authorized by this resolution are combined for sale, pursuant to subdivision c. of Section 57.00 of the Law, with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Town, then the power of the Town Board to determine the "weighted average period of probable usefulness" (within the meaning of subdivision a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 9. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution and any notes issued in anticipating thereof, if applicable, as “qualified tax-exempt obligations” in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into continuing disclosure undertakings with or for the benefit of the initial purchaser of the bonds or notes in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of this Town Board.

SECTION 12. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

SECTION 13. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the Town for such purpose.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYE NAY

Town Board Member Corrado
Town Board Member Wilt
Town Board Member Salzman
Town Board Member Werner
Town Supervisor Moehle

The resolution was thereupon declared duly adopted by a vote of ____ ayes and ____ nays.

Date: August 13, 2025

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

I, the undersigned Town Clerk of the Town of Brighton, Monroe County, New York (the "Town") DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Town Clerk of the Town and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board of the Town (the "Town Board"), and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board was held on August 13, 2025 (the "Meeting"), and minutes of said Meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Town Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at the Meeting of the Town Board held on August 13, 2025 and entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON,
MONROE COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ISSUANCE
OF UP TO \$2,500,000 IN SERIAL BONDS OF THE TOWN TO FINANCE THE
PLANNING AND DESIGN OF A NEW COMMUNITY CENTER**

4. That the Meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of the Meeting was given. A legal quorum of members of the Town Board was present throughout the Meeting, and a legally sufficient number of members (2/3's of the Town Board) voted in the proper manner for the adoption of the Bond Resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to the Meeting and the adoption of the Bond Resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of the Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of the Town Board had due notice of the Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Brighton this 13th day of August, 2025.

TOWN OF BRIGHTON

[SEAL]

By: _____
Daniel Aman, Town Clerk

ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on August 13, 2025. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Brighton, Monroe County, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Daniel Aman, Town Clerk
Town of Brighton

SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Town Board of the Town of Brighton on August 13, 2025.

1. The resolution is entitled “BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ISSUANCE OF UP TO \$2,500,000 IN SERIAL BONDS OF THE TOWN TO FINANCE THE PLANNING AND DESIGN OF A NEW COMMUNITY CENTER.”

2. The resolution authorized serial bonds of the Town to undertake the planning and design work associated with a proposed new community center project, consisting of, to the extent applicable, surveys, preliminary plans, detailed plans and specifications and estimates necessary for the planning of such contemplated capital project.

3. The period of probable usefulness is 5 years.

4. Amount of Debt Obligations Authorized: up to \$2,500,000.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the Town Clerk, Town of Brighton Town Hall, 2300 Elmwood Avenue, Rochester, New York 14618.



Town of
Brighton

Public Works Department

Glen Layton
Commissioner of Public Works

July 30, 2025

The Honorable Finance and Administrative Services
Committee Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: RSMeans Online Annual Subscription

Dear Council Person Salzman and Committee Members:

The Department of Public Works requests approval for the purchase of one annual RSMeans Online Subscription. This subscription is a critical tool that will significantly enhance the efficiency and accuracy of our engineering staff in managing various town projects.

The Town Engineering staff is regularly tasked with developing budget estimates for a wide array of projects, encompassing maintenance, repairs, and capital planning initiatives that support multiple town departments. Currently, this process often relies on historical data, vendor quotes, and general market knowledge, which can be time-consuming and sometimes lead to less precise cost projections. Furthermore, we frequently encounter the need to review change order pricing for active, awarded projects, requiring a robust and reliable resource to validate proposed costs.

An RSMeans Online Subscription will provide our engineering team with immediate access to comprehensive, up-to-date construction cost data, offering numerous benefits:

- Accurate Budget Estimates: RSMeans provides detailed, localized cost data for materials, labor, and equipment across various construction trades. This will enable our staff to generate significantly more accurate and reliable budget estimates for:
 - Routine Maintenance and Repairs: Ensuring funds are appropriately allocated for ongoing operational needs.
 - Capital Planning: Developing precise cost projections for future infrastructure improvements and major projects, facilitating better long-term financial planning for the town.
 - Multi-Departmental Support: Providing consistent and defensible cost data for projects supporting all town departments, from Parks & Recreation to Public Safety.
- Efficient Change Order Review: The subscription will be invaluable for reviewing change order pricing on our currently awarded projects. With access to industry-standard cost benchmarks, our staff can quickly and confidently:
 - Negotiate more effectively with contractors on bids, ensuring the town receives fair value for any project modifications. **Cost savings projected to exceed price of subscription.**
 - Validate the fairness and reasonableness of proposed change order costs
 - Minimize potential cost overruns and protect the town's financial interests.

- Increased Efficiency and Consistency: By standardizing our estimating process with a recognized industry resource, we can reduce the time spent on manual research and improve the consistency of our cost projections across all projects.

I am requesting that the FASC recommend that the Town Board approve the discounted first year subscription cost of \$3,900.65. The investment in an RSMeans Online Subscription is a strategic one that will yield substantial returns through improved budget accuracy, enhanced cost control, and greater efficiency in project management. It will empower the Public Works Department to better serve the town's needs and ensure responsible stewardship of taxpayer funds.

We respectfully request your approval for the purchase of this essential resource.

Sincerely,



Glen Layton
Commissioner of Public Works

Encls (2)
Sole Source Justification Memorandum
RSMeans Company, LLC Quote



Town of
Brighton

Public Works Department

Glen Layton
Commissioner of Public Works

July, 30, 2025

MEMORANDUM FOR: Town Board, and Finance Director, Town of Brighton, New York

SUBJECT: Sole Source Justification for the purchase of one RSMeans Online Annual Subscription

1. Purpose: This memorandum serves to justify the sole source procurement of an annual subscription to RSMeans Online for the Town of Brighton, Department of Public Works. This request is made in accordance with the Town's procurement policy which allows for sole source procurements under specific circumstances, even when a minimum of two bids is typically required for purchases of this size.

2. Background: The Department of Public Works is responsible for the planning, budgeting, and execution of various capital improvement projects, maintenance activities, and infrastructure development within the Town of Brighton. Accurate and reliable cost data is critical for developing realistic project estimates, evaluating contractor bids, managing project budgets, and ensuring fiscal responsibility.

RSMeans Online is a comprehensive, web-based database providing detailed construction cost data, including material, labor, and equipment costs, for a wide range of building and infrastructure projects. It also offers estimating tools, cost indexes, and location factors to adjust costs to specific geographic areas.

3. Justification for Sole Source Procurement: The acquisition of an RSMeans Online subscription is justified as a sole source procurement for the following reasons:

- A. Proprietary Data and Methodology: RSMeans Online provides access to a proprietary database of construction cost information that is meticulously researched, updated regularly, and compiled using a unique methodology developed by Gordian (the parent company of RSMeans). This data is not available from any other source in a comparable, consolidated, and standardized format.
- B. Industry Standard and Recognized Authority: RSMeans data is widely recognized and utilized as the industry standard for construction cost estimating by government agencies (federal, state, and local), architects, engineers, contractors, and appraisers across North America. Its widespread acceptance ensures that our estimates are consistent with industry benchmarks and can be readily understood and accepted by external stakeholders, including auditors and funding agencies.
- C. Uniqueness of Content and Features: RSMeans Online offers specific features and data sets that are unique and essential for our operations, including:
 - 1) Detailed unit costs for thousands of construction tasks.
 - 2) Assembly costs for common building components.
 - 3) Square foot and historical cost data.
 - 4) Location factors specific to our region, ensuring accurate localized estimates.
 - 5) Regular updates that reflect current market conditions and material prices.
 - 6) Integration capabilities (though not directly utilized by us, its standalone comprehensiveness is key).

- D. Lack of Comparable Alternatives: Extensive market research has confirmed that there is no other vendor or service that provides a directly comparable, equally comprehensive, and industry-recognized database of construction cost data with the same level of detail, accuracy, and functionality as RSMeans Online. While other general cost guides or software exist, none offer the specific proprietary data, depth, and industry acceptance that RSMeans provides, which is crucial for our specific municipal needs.
- E. Consistency and Efficiency: Continued use of RSMeans ensures consistency in our estimating practices, allows for efficient project scoping and budgeting, and facilitates effective communication with consultants and contractors who also rely on RSMeans data. Introducing a non-standard or less comprehensive alternative would lead to inconsistencies, potential inaccuracies, and increased administrative burden in cross-referencing and validating data.

4. Impact of Not Procuring as Sole Source / Delay: Failure to procure the RSMeans Online subscription, or delaying its acquisition through a lengthy and ultimately fruitless competitive bidding process for a non-existent equivalent, would have significant negative impacts on the municipality:

- A. Inaccurate Cost Estimates: Without access to current, reliable, and industry-standard cost data, our project estimates would be less accurate, leading to potential budget overruns, underestimated project costs, or delays in securing necessary funding.
- B. Inefficient Project Planning: The inability to quickly and accurately estimate project costs would hinder efficient planning, budgeting, and decision-making for capital projects.
- C. Increased Risk: Relying on less comprehensive or outdated data would increase the financial risk associated with construction projects, potentially leading to change orders, disputes, and public scrutiny.
- D. Loss of Industry Standard Alignment: Our cost estimates would not align with industry benchmarks, making it more challenging to evaluate contractor bids and negotiate fair prices.

5. Cost Analysis and Reasonableness: The cost of the RSMeans Online subscription is considered fair and reasonable. The pricing is standard for access to this proprietary and highly specialized database. The proposed annual subscription fee of \$3,900.65 represents a sound investment for the critical data it provides.

6. Recommendation: Based on the unique, proprietary nature of the RSMeans Online database, its status as the industry standard, the lack of comparable alternatives, and the critical need for accurate construction cost data for effective municipal operations, it is respectfully recommended that the annual subscription to RSMeans Online be approved as a sole source procurement.

Your approval of this sole source justification is greatly appreciated.

Sincerely,



Glen Layton

Commissioner, Public Works

Approved/Disapproved

William Moehle

Town Supervisor

RSMeans Company, LLC

Fed Tax ID: 58-1900371
PO Box 74008495
Chicago, IL 60674-8495
United States

RSMeans data
from **GORDIAN**®

QUOTE #: Q-375219-1**Valid Until:** 8/28/2025**Bill To:**

TOWN OF Brighton Public Works
, New York
United States

Ship To:

, New York
United States

Prepared By:

Amy Cuff
a.cuff@gordian.com

Purchase Order #:**Recurring**

PRODUCT	SKU	LIST PRICE	DISC (%)	UNIT PRICE	QTY	NET TOTAL (USD)
Complete Subscription	COMPLETE	USD 0.00	0	USD 0.00	1.00	USD 0.00
glen.layton@townofbrighton.org						
1 Year Annual License						
Full Library	66150P	USD 4,589.00	15	USD 3,900.65	1.00	USD 3,900.65
All the data available in the RSMeans data library.						

List Total: **USD 4,589.00****Discount Total:** **USD 688.35****Net Total:** **USD 3,900.65**

- 1 RSMeans Online is commercial software as a service and is being licensed subject to the commercial license terms of service attached hereto. The pricing in this quote is our commercial pricing and is based upon taking RSMeans Online in accordance with these standard commercial terms. RSMeans will not accept any additional or different terms contained in any contract, purchase order, or similar document other than FAR or DFARS clauses applicable to commercial item purchases that must be flowed down pursuant to a specific government contract.

<https://www.rsmeansonline.com/Content/RSMeansOnlineUserAgreement.pdf>

THIS IS A QUOTE / THIS IS NOT A FINAL INVOICE



Town of
Brighton

Public Works Department

Commissioner of Public Works – Glen Layton

Ken Hurley, P.E.
Town Engineer

August 3, 2025

The Honorable Finance and Administrative Services
Committee Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: Town Hall Renovation
Plumbing Contract – Landy Mechanical
Change Order items #10 & 11

Dear Council Person Salzman and Committee Members:

While the electrical contractor was laying out the proposed lighting in the basement hallway of the Town Hall, we became aware that the existing water lines in the ceiling would be interfering with the installation of the hallway lighting. If the water lines remained and the lighting was set below, the bottom of the light would be hanging approximately 6'-8" from the floor, which would be at risk to damage or possible being struck by someone walking through the hall. We have worked with the electrical and plumbing contractors, and concluded that the most economical solution would be to relocate a section of the existing water line. Also, while working, it was discovered that there was some 2 ½" gas piping that would no longer be needed and was proposed to be removed. Both of these change order items would be performed by our Plumbing Contractor, Landry.

At the November 13, 2024 Town Board meeting, the Board approved awarding the Town Hall Renovation Contract #3 (Plumbing) to Landry Mechanical for the bid amount of \$396,482.00. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the base bid (\$39,648.20). Currently, the Supervisor has approved change orders in the amount of \$89,880.00, which had previously required Town Board approval. This prior work included setting up a separate water system and items required to address unforeseen circumstances.

This work is proposed with change orders 10 & 11, for \$11,256.59 and \$1,862.08 for a total of \$13,118.67. The previous change order for Landry exceeded the approved amount of 10% of the base contract, therefore requiring this and any other change orders to be brought to the Town Board for approval.

I am recommending that the Supervisor be authorized to execute this combined change order for a cost of \$13,118.67, so that construction in this area may continue.

As always, thank you for your consideration. A representative from DPW will be in attendance at your regularly scheduled August 6, 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: Glen Layton

July 10, 2025

Brighton Town Hall
2300 Elmwood Ave
Rochester NY 14618



Mechanical Contractors

164 Flint Hill Road
Leroy NY 14482
T 585.538.6000
F 585.538.6006

Attn: Evert Garcia

Re: Reroute domestic hot, cold and recirc to allow lights to be installed.

Landry Mechanical Contractors, Inc.

Labor

Installation	54	Hours	\$100.00	Hour	\$5,400.00
Core Drill	6	Hours	\$100.00		\$600.00
					\$0.00
					\$0.00

Material & Equipment

Pipe and fittings	\$3,618.00
	\$0.00
	\$0.00
Consumables/Expendables	\$54.27

Subcontractors

OH&P	15%	Subtotal	\$9,672.27
Subcontractor OH&P	5%		\$1,450.84
			\$0.00
		Subtotal	\$11,123.11
Bond	1.2%		\$133.48
		Total	\$11,256.59

Please do not hesitate to contact us if any further information if needed.

Regards,

Brandon Mcgrain

Brandon Mcgrain
Project Manager
Landry Mechanical Contractors, Inc.

Authorized Signature*

July 10, 2025



Mechanical Contractors

164 Flint Hill Road
Leroy NY 14482
T 585.538.6000
F 585.538.6006

Brighton Town Hall
2300 Elmwood Ave
Rochester NY 14618

Attn: Evert Garcia

Re: Demo abandoned 2-1/2" gas piping.

Landry Mechanical Contractors, Inc.

<u>Labor</u>				
Installation	16	Hours	\$100.00	Hour
	0	Hours	\$100.00	
			\$0.00	
			\$0.00	
			\$0.00	
<u>Material & Equipment</u>				
Pipe and fittings			\$0.00	
			\$0.00	
			\$0.00	
Consumables/Expendables			\$0.00	
<u>Subcontractors</u>				
			\$0.00	
			\$0.00	
			\$0.00	
			Subtotal	\$1,600.00
OH&P		15%		\$240.00
Subcontractor OH&P		5%		\$0.00
			Subtotal	\$1,840.00
Bond		1.2%		\$22.08
			Total	\$1,862.08

Please do not hesitate to contact us if any further information is needed.

Regards,

Brandon Mcgrain

Brandon Mcgrain
Project Manager
Landry Mechanical Contractors, Inc.

Authorized Signature*



Town of Brighton

Public Works Department

Commissioner of Public Works – Glen Layton

Ken Hurley, P.E.
Town Engineer

August 1, 2025

The Honorable Finance and Administrative Services
Committee Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: French Road over Allen Creek Bridge
Rehabilitation
NYSDOT PIN: 4BNY40
Supplemental Agreement: D040603
BridgeNY Funding

Dear Council Person Salzman and Committee Members:

On December 15, 2021, the New York State Department of Transportation announced that the Town of Brighton's application for the French Road over the Allen Creek Bridge Rehabilitation was approved for funding through the 2021 BridgeNY program in the amount of \$757,681.

On August 26, 2022, the Town of Brighton endorsed the Federal aid Local Project Agreement authorizing funding in the amount of \$143,450.00. This agreement provides funding for the preliminary engineering, construction support and inspection phases of the project.

The Town has received a copy of the Supplemental Agreement No. 1 to the Federal aid Local Project Agreement authorizing additional Federal funding in the amount of \$614,231.00. This agreement provides Construction funding for the project.

I am requesting that the FASC recommend that the Town Board accept the 2021 BridgeNY program funding in the additional amount of \$614,231, for a total project funding of \$757,681. Additionally, I am requesting that the FASC recommend that the Town Board authorize the Supervisor to sign the BridgeNY Supplemental Agreement No. 1 to Contract D040603 along with documents associated with this funding.

Finally, the NYSDOT requested that the Town approve a resolution which:

- Identifies who is authorized to execute Agreements, certifications, and reimbursement requests on behalf of the Municipality/Sponsor
- Confirm that the Municipality/Sponsor has appropriated the funding necessary to deliver the project as described in Schedule A of the Agreement.

A copy of a sample resolution is attached.

A summation of the actual approved costs for the project includes Design (Ravi Engineers): \$150,000; Construction (CP Ward): \$670,427; and Construction Inspection (Ravi Engineers): \$120,000. The total project cost total is \$940,427. After the approved Federal Funding is applied (\$757,681), the remaining cost is \$182,746. At the November 26, 2024, Town Board meeting, the Board authorized transferring a total of \$145,000 from the General Fund and the Highway Fund so that the project could be fully funded.

As always, thank you for your consideration. A representative from the DPW will be in attendance at your regularly scheduled August 6, 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: Glen Layton

Attachment

Sponsor: Town of BrightonPIN: 4BY40 BIN: 2211070Comptroller's Contract No. D040603Supplemental Agreement No. 1Date Prepared: 4/3/2025 By: plms

Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040603 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

Town of Brighton (the Sponsor)

Acting by and through the Commissioner

with its office at 2300 Elmwood Avenue, Rochester, NY 14411.

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

amending a project description

amending the contract end date

amending the scheduled funding by:

adding additional funding (*check and enter the # phase(s) as applicable*):

adding phase 321 which covers eligible costs incurred on/after 3/28/2025

adding phase _____ which covers eligible costs incurred on/after / /

increasing funding for a project phase(s)

adding a pin extension

change from Non-Marchiselli to Marchiselli

deleting/reducing funding for a project phase(s)

other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.

Amends a previously adopted Agreement by adding:

Appendix B M/WBE/SDVOB.

Retention Exhibit.

Other: _____

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: Town of BrightonPIN: 4BY40 BIN: 2211070Comptroller's Contract No. D040603Supplemental Agreement No. 1Date Prepared: 4/3/2025 By: plms

Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

By: _____

Print Name: _____

Title: _____

SPONSOR ATTORNEY:

By: _____

Print Name: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Monroe

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

Agency Certification: 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.

Date: _____

COMPTROLLER'S APPROVAL:

By: _____

For the New York State Comptroller
Pursuant to State Finance Law '112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 4BNY.40

OSC Contract #: <u>D040603</u>	Contract Start Date: <u>5/19/2022</u> (mm/dd/yyyy) Contract End Date: <u>5/19/2032</u> (mm/dd/yyyy) <input type="checkbox"/> <i>Check, if date changed from the last Schedule A</i>						
Purpose: <input type="checkbox"/> Original Standard Agreement		<input checked="" type="checkbox"/> Supplemental Schedule A No. 1					
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Town of Brighton Other Municipality/Sponsor (if applicable):							
<input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i>		<input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share					
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS							
Work Type: BR REPLACE		County (If different from Municipality): Monroe					
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>							
Project Description: French Road over Allen Creek Bridge Rehabilitation							
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
A. Summary of Participating Costs FOR ALL PHASES <i>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.</i>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
4BNY.41.121	Current	Other (see FN)	\$151,000.00	\$143,450.00	\$0.00	\$7,550.00	\$0.00
	Old	Other (see FN)	\$151,000.00	\$143,450.00	\$0.00	\$7,550.00	\$0.00
4BNY.41.321	Current	Other (see FN)	\$646,560.00	\$614,231.00	\$0.00	\$32,329.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$797,560.00	\$757,681.00	\$ 0.00	\$39,879.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 4BNY.40

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$757,681.00	\$ 0.00	\$39,879.00	\$797,560.00
	Total FEDERAL Cost		\$757,681.00
	Total STATE Cost		\$ 0.00
	SFS TOTAL CONTRACT AMOUNT		\$757,681.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: Paula Samson
Phone No: 585-272-3333

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- This is a Bridge NY project. Reimbursement for this project is capped at \$757,681. Funding can be used for any phase of this project.
- BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement approved by the Office of the State Comptroller.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor..
- This Supplemental Agreement adds the Construction funding and includes a local NPS Share of \$104,968.
-
-
-
-
-
-
-
-

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.

13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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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, licensor, 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, citizenship or immigration status, 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. 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. 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.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 May 2023, 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 899-bb and State Technology Law § 208).

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/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.



Personnel Department

Tricia Van Putte
Director of Personnel

August 1, 2025

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

Re: Extension of Elaine Ainsworth Consulting Agreement

Dear Finance and Administrative Services Committee & Town Board Members:

In February an agreement was signed with Elaine Ainsworth, former Assessor, for consulting services from March 1, 2025, to May 30, 2025.

I am requesting that the consulting services agreement date be extended to February 1, 2026. Extending the date will allow for Elaine to assist with the small claims assessment review process, remain a member of the Assessor interview panel, and continue to mentor and train Melanie Natalie. I am also requesting that the hourly rate increase from \$30.00 to \$50.00 per hour.

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

Sincerely,

Tricia VanPutte
Tricia VanPutte
Director of Personnel

cc: J. Mancuso, E. Johnson, W. Moehle, B. Monroe, S. Krusenstjerna, D. Aman

A G R E E M E N T

THIS AGREEMENT, made this 18th day of August, 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 assessor office services and training 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 August 18, 2025 to February 1, 2026. 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 Fifty and 00/100 Dollars (\$50.00) 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: _____

Contract Info/Instructions

Unicom Protection Contract

- The Unicom Protection Contract is the document that is used to tell emergency services where to respond and provides our central station with pertinent building and contact information.
- Please fill out the **YELLOW** highlighted sections which include:
 - **Code Word:** Used for taking the system offline and cancelling alarms.
 - **Hours of Operation:** Lets our central station know a rough time of when representatives will regularly be in the building.
 - **Contact List:** At least 1 but up to 6 individuals who will be notified in order of any alarms or troubles at the property.
 - **Signature:** Approval of the information provided for our central station to process the document.

West Fire Contract

- The West Fire Contract is an agreement between the customer and West Fire Systems for monitoring of the alarm system and includes the terms and fees.
- Please fill out the **YELLOW** highlighted section which include:
 - **Purchaser:** This is the location where the bill will be sent and may be the same as the monitored property address.
 - **Signature:** Approval of the information for processing and required to begin monitoring.

Note that **GREEN** highlighted areas are for office use only

UNICOM PROTECTION, INC.
792 Calkins Road, Rochester, NY 14623
(585) 442-9450 (800) 333-1830

Date _____

Machine No. _____ Signal No. _____

ALARM MONITORING AGREEMENT**SUBSCRIBER**

Name _____

Address _____

City _____ State _____ Zip _____

Cross Street or Nearest Intersection _____

Tel. No. (____) _____ Permit #: _____

Services Provided: Burglar Fire**INSTALLER**

Name _____

Address _____

City _____ State _____ Zip _____

Tel. No. (____) _____

Services Provided: Guard Response Medical Other

Communicator Make & Model # _____

Code-Condition (Initial boxes that apply)**Type of Installation**

Using Subscriber Tel. Line # _____

 1-Burglary 2-Fire

Private Home

Notify Installer of Alarm Condition Yes No 3-Medical Alert 4- Hold-Up

Apartment _____ Office _____

Code Word _____

5-_____ 6-_____

Store _____ Factory _____

7-_____ 8-_____

Other _____

9-Low Batt _____ 10-Test _____

UNLESS YOU NOTIFY CENTRAL OFFICE IN WRITING, CENTRAL OFFICE WILL ASSUME SUBSCRIBER IS OPEN ON ALL HOLIDAYS & WEEKENDS.

DAY	OPEN	CLOSE	DAY	OPEN	CLOSE
Monday	_____	_____	Thursday	_____	_____
Tuesday	_____	_____	Friday	_____	_____
Wednesday	_____	_____	Saturday	_____	_____
			Sunday	_____	_____

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

(Individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

In Order of Priority

1. _____ (____) _____
 2. _____ (____) _____
 3. _____ (____) _____

4. _____ (____) _____
 5. _____ (____) _____
 6. _____ (____) _____

**PLEASE NOTE THAT ANY CHANGES OR CORRECTIONS MUST BE MADE IN WRITING TO CENTRAL STATION.
 SEE REVERSE SIDE FOR ADDITIONAL TERMS OF THIS AGREEMENT.**

Additional Information _____

MUST BE SIGNED BY MONITORING COMPANY, INSTALLING ALARM COMPANY AND SUBSCRIBER

Approved: Unicorn Protection, Inc.:**Approved: Installing Alarm Company**

By: _____

By: _____

Date: _____

Signature, Print Full Name Below

Title: _____

Print Name _____

Title: _____

Approved: Subscriber

Date: _____

By: _____

Date: _____

Signature, Print Full Name Below

ALARM MONITORING AGREEMENT

1. Subscriber has entered into a written agreement with the Installing Alarm Company hereinafter referred to as the "Installer," for the monitoring of an electronic alarm system at Subscriber's premises, and Subscriber designates Installer as its exclusive agent to deal with Unicorn Protection, Inc.. The Installer has selected Unicorn Protection, Inc. (hereinafter referred to as "Central Station") to monitor the alarm system. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Installer and Central Station for any fines relating to permits or false alarms. Installer and Central Station shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should Installer and Central Station be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay Installer and Central Station for such service or material.
2. Central Station shall monitor signals received by Central Station from the alarm equipment installed at Subscriber's premises. Upon receipt of a signal indicating that an alarm condition exists, Central Station shall make every reasonable effort to notify the municipal police or fire department or other municipal authority deemed appropriate in Central Station's absolute discretion, and such other persons Subscriber has requested receive notification of such alarm condition. All notifications by Central Station shall be by telephonic communication.
3. Subscriber acknowledges that signals which are transmitted over telephone lines, internet, cellular, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of Central Station and are not maintained by Central Station, except Central Station may own the radio network, and Central Station shall not be responsible for any failure including central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms which prevents transmission signals from reaching the Central Station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication

equipment. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and Central Station shall have no liability for access to the alarm system by others.

4. Subscriber agrees to furnish Central Station with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List Central Station will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with Central Station's notification obligation.

All changes and revisions shall be supplied to Central Station in writing or by electronic transmittal, signed by Installer, who shall be deemed Subscriber's agent for all purposes of this agreement. Subscriber irrevocably appoints Installer as its exclusive agent for all purposes of this agreement.

5. Subscriber acknowledges that Central Station is not related to or part of the Installer company. None of the equipment installed at Subscriber's premises is the property of Central Station and Central Station has made no representation, warranties or agreements regarding the equipment, nor has Central Station participated in the installation of the alarm equipment. Central Station has no responsibility for the condition or operation of the alarm equipment and Central Station is not responsible for the maintenance, service or repair of said alarm equipment. Central Station shall not be liable or responsible for equipment failure which prevents signals from reaching Central Station.

6. Subscriber acknowledges that Central Station is being paid for its monitoring service by the Installer and not by the Subscriber. In the event Central Station does not receive payment when due, for any reason, Central Station shall be permitted to terminate this agreement and discontinue monitoring Subscriber's alarm system upon giving Subscriber ten (10) days notice of termination or contract directly with Subscriber for alarm monitoring service. Central Station shall be permitted to terminate this agreement at any time and for any reason by giving Subscriber and Installer ten (10) days written or recorded telephonic notice. In the event Central Station terminates this agreement for any reason other than nonpayment, Central Station agrees to refund monitoring fees received for any period subsequent to the termination of Central Station's monitoring services. This agreement and Central Station's monitoring services shall terminate on the date fixed in Central Station's notice of termination. Upon such termination Central Station and Subscriber agree and hereby do release each other from any and all liability whatsoever, including negligence to any degree of the parties, arising out of this agreement, the relation of the parties or Central Station monitoring services, except that the Subscriber shall be liable to Central Station for all monitoring charges and agrees to pay 25 cents per signal after notice of termination is sent if Subscriber's alarm signals continue to be received by Central Station. Subscriber shall be liable to Central Station for expenses incurred by Central Station in connection with excessive incoming alarm transmissions (runaway communicators) transmitted from Subscriber's location to Central Station, for which Subscriber agrees to pay 25 cents per call, together with Central Station's legal fees to terminate the transmissions from Subscriber's location or recover any liability owed by Subscriber to Central Station. Central Station's notice of termination shall be by recorded telephonic notice or in writing and sent by regular first class mail or telefax to Subscriber and Installer. Subscriber authorizes and shall not deny the Central Station or Installer access the control panel to input or delete data and programming and agrees to pay all charges and fees for any changes deemed necessary by the Central Station. Should the Subscriber's alarm signals interfere with normal Central Station operations, the Central Station may terminate monitoring without notice and the Subscriber shall be liable to the Central Station for any fees required to block the transmissions. No refunds will be made to any Subscriber account terminated by a blocking action.. If upon repair of the offending system the Subscriber wishes to re-establish monitoring with the Central Station the Subscriber shall be liable for all fees required to unblock the Subscriber's system.

7. If for any reason, including but not limited to, Central Station's equipment failure, Central Station is unable to provide its monitoring services, Central Station, in its sole discretion, shall be permitted to suspend its monitoring services at any time, and without notice to Subscriber and Installer. In the event Central Station in its sole discretion determines it will not be able to resume its monitoring service within 24 hours, Central Station agrees to notify Installer by recorded telephonic notice or in writing that monitoring services have been suspended. There shall be no refund, offset or deduction in Central Station's monitoring fees for suspended service provided suspended service does not exceed ten days. Central Station will make pro rata refund to Installer for any period in excess of ten days.

8. In the event Subscriber's agreement with the Installer is terminated, this agreement and Central Station's monitoring services shall automatically terminate. Notice that the agreement between Subscriber and Installer has terminated shall be given by Installer. Upon termination the Subscriber will ensure that the communication device has been properly disconnected from the Central Station. The programming information contained within the communication device shall remain the property of the Central Station. In the event monitoring is terminated for any reason Central Station shall have the right to disregard signals and take whatever legal procedures that may be necessary to remove or erase the programming to prevent signals from being transmitted to Central Station. Subscriber and Installer shall be liable for all monitoring charges and agrees to pay 25 cents per signal until the Central Station no longer receives signals from the Subscriber's location.

9. Installer agrees that Central Station shall monitor Subscriber's alarm system month to month. Installer or Central Station may terminate this agreement by giving the other parties 30 days written notice. In the event of such termination by Installer, Central Station shall not be required to return any money received for its monitoring services; such termination shall not affect Installer's agreement with Subscriber.

10. **Medical Alert:** If medical alert is specified under the schedule of installation as a service to be provided, upon receipt of a medical alert signal, Central Station or its subcontractor, shall, as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Subscriber or the appropriate municipal police or fire department providing emergency medical response. Subscriber acknowledges that Central Station provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting Central Station's liability are fully applicable to the medical alert service.

11. Subscriber agrees that Central Station and the Installing Alarm Company are not insurers and that no insurance coverage is offered herein. Payments by Subscriber are for alarm system monitoring designed to reduce certain risks of loss, though there are no guarantees that the alarm system or monitoring will reduce such risks or that no loss will occur. Central Station and the installing company are not assuming responsibility and therefore they shall not be liable to Subscriber for any loss or damage suffered by Subscriber as a result of burglary, hold-up, fire, smoke, equipment failure, failure of Central Station or municipal authority to respond to signals, or any other cause whatsoever, regardless whether such loss or damage or personal injury was caused by or contributed to by Central Station or the installing company's negligent performance or failure to perform any obligations.

12. Subscriber agrees that the alarm system and monitoring service are not designed or guaranteed to prevent loss by burglary, hold-up, fire, illegal acts of third parties or any other loss. If, notwithstanding the terms of this agreement there should arise any liability on the part of Central Station or the Installing Alarm Company as a result of their negligence to any degree or failure to perform any obligation or strict products liability, such liability shall be limited to \$250. If Subscriber wishes to increase the limitation of liability, Subscriber may, as of right, by entering into a supplemental agreement, obtain a higher limit by paying an additional amount consonant with the increase in liability.

13. The parties agree that in the event Subscriber suffers damages as a result of Central Station's negligence to any degree or failure to perform any obligation, or strict products liability it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of the Central Station, Subscriber agrees to accept \$250.00 as liquidated damages in complete satisfaction, discharge and release of Central Station's liability.

14. The Subscriber shall maintain a policy of public liability, property damage, burglary and theft and fire insurance under which Central Station and the Subscriber are named as insured, and under which the insurer agrees to indemnify and hold Central Station harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by Central Station's negligent performance or its failure to perform any obligation. The minimum liability insurance shall be one million dollars for any injury or death, and property damage, burglary and theft and fire coverage in an amount necessary to indemnify Subscriber for property on its premises. Central Station shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against Central Station and Installer for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

15. Subscriber and Installing Alarm Company agree to indemnify and hold Central Station harmless, including reasonable attorneys' fees, from and against all claims, lawsuits and losses alleged to be caused by Central Station's negligent performance to any degree or failure to perform under this agreement. The parties agree that there are no third party beneficiaries of this agreement. Subscriber and Installer on their behalf and any insurance carrier waive any right of subrogation Installer's or Subscriber's insurance carrier may otherwise have against Central Station arising out of this agreement or the relation of the parties hereto. If guard response is a designated service to be provided, or required by a UL, ETL or other acceptable certificate issued by Central Station, upon receipt of an alarm signal, the Central Station or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. If provided with keys to the premises, the guard shall endeavor to secure the premises and reset the alarm system. However, Subscriber acknowledges that the guard is not required to enter the premises unless provided with keys, or to render any service to the alarm equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after his initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and effect repairs, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm system and put same in working order. If Subscriber requests the Central Station to station its guard at the premises for more than 30 minutes, and the Central Station has sufficient personnel to provide such service, and Central Station makes no such representations that its personnel will be available, then Subscriber agrees to pay Central Station \$65.00 per hour plus tax for such service. Subscriber agrees to confirm the request to the Central Station to provide extended guard service by sending a telegram or telefax to the company at the time request is made and company is authorized to ignore any request not confirmed within 15 minutes by telegram by Western Union or telefax.

16. This agreement cannot be assigned by Subscriber without Central Station's prior written approval. Central Station shall be permitted to assign this agreement to another alarm monitoring company and shall be relieved of further obligations under this agreement upon such assignment.

17. If Central Station prevails in any litigation or arbitration between the parties, Subscriber and/or Installing Alarm Company shall be jointly and severally responsible for Central Station's legal fees. Subject to Installer's and Subscriber's right to bring any claim against Central Station for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Installer and Subscriber submit to the jurisdiction and laws of New York and agree that any litigation or arbitration between the parties must be commenced and maintained in the county where Central Station's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against Central Station must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against Central Station must be based on the provisions of this agreement; Any other action that Subscriber may have or bring against Central Station in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

18. This agreement is binding on Central Station only after signed by an officer of Central Station. If this agreement is referred to an attorney, the Subscriber and/or Installing Alarm Company shall be jointly and severally responsible for Central Station's legal fees.

19. This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by all parties, except Installer will comply with all Authority Having Jurisdiction requirements regarding Subscriber's installation. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

AGREEMENT FOR CENTRAL STATION MONITORING

Re: Company: WEST FIRE SYSTEMS, INC.
53 Pixley Industrial Parkway
Rochester, New York 14624

**Subject
Premises:**

Purchaser:

Initial Term:

Monthly Fee: \$ _____ /Month (U.S.)
Terms:

1. CENTRAL STATION MONITORING SERVICES: The purchaser hereby engages the Company to provide Central Station Monitoring Services for the above Subject Premises. The Company, upon receipt of an alarm signal from the Subject Premises shall make reasonable efforts to notify the Purchaser or Purchaser's agent, by telephone, of the alarm unless specifically instructed in writing by the Purchaser to do otherwise. The Company will not be liable for any delay in the notification of the alarm signal for any reason, including but not limited to the interruption of telephone service, strikes, riots, floods, fires, natural disasters or causes within or beyond the control of the Company. The Company will not be required to provide monitoring service to the Purchaser during a period of interruption of telephone service.

2. DURATION OF AGREEMENT: This agreement shall be in effect during the Initial Term set forth above. At the expiration of the Initial Term, this Agreement shall automatically renew on a year-to-year basis unless terminated by a party at least thirty (30) days prior to the expiration of the existing term by sending written notice of termination by U.S. Certified Mail/Return Receipt Requested to the other party at said party's business address.

3. PAYMENT AND TERMS: The Purchaser agrees to pay the Company for the Central Station Monitoring Services the monthly fee set forth herein plus all applicable sales tax payable, immediately, upon invoicing by the Company.

4. LIMITS OF RESPONSIBILITY:

A. It is understood and agreed that the Company is not an insurer of the Subject Premises and that the appropriate hazard insurance on the Subject Premises shall be obtained by Purchaser.

B. The Company makes no warranty, express or implied, that the Central Station Monitoring Services supplied will avert, prevent or mitigate occurrences or the consequences therefrom.

C. The Purchaser understands and agrees that if the Company is found liable for any loss or damage due from a failure to perform any of its obligations under this Agreement, the Company's liability shall be limited to a sum equal to the total of six monthly payments for the Central Station Monitoring services under this Agreement.

5. INDEMNIFICATION: To the extent permitted by law, the Purchaser covenants and agrees to defend, indemnify and hold harmless the Company from and against all damage, loss, claim, expenses, costs (including reasonable attorneys' fees) incurred by the Company in conjunction with the Subject Premises or the Company's monitoring thereof.

6. EFFECTIVE: This Agreement shall become effective when this Agreement is duly executed by the parties hereto.

7. BINDING BENEFIT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and/or assigns.

8. MODIFICATION: This Agreement may be amended or modified only by written agreement of the parties.

9. COLLECTION COSTS: In the event that payment is not made by the Purchaser under this Agreement then the Purchaser is responsible to the Company for all costs, disbursements and attorney's fees for any action or activity of collection or the enforcement of the Company's rights under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Company:

WEST FIRE SYSTEMS, INC.

Dated: _____

By: _____

Authorized Agent

Purchaser:

Dated: _____

By: _____

Authorized Agent

Plan of Protection
