

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

Meeting Date: Wednesday, August 20, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from August 6, 2025.
2. Request for Town Board to authorize the Town Supervisor to sign any necessary documents to execute the five-year renewal of the Intermunicipal Co-operative Purchasing Agreement with Monroe County including approving the attached resolution (Finance) – Request from Earl Johnson for the Town Board to authorize the Town Supervisor to sign any necessary documents to execute the five-year renewal (Sept 1, 2025 through August 31, 2030) of the Intermunicipal Co-operative Purchasing Agreement with Monroe County for the purchase of gas and electric for Town facilities and special districts including approving a board resolution (see letter from E. Johnson).
3. Request for Town Board to approve the Town Court to pursue a 2025-2026 Justice Court Assistance Program Grant (JCAP) for courtroom equipment (Town Court) – Request from Lisa Pavlovych for Town Board action to approve the Town Court to pursue a grant opportunity with JCAP in order to purchase 8 Mil Safety & Security Film for the Court's exterior windows making them resistant to shattering from impacts like break-ins, storms and accidents (see letter from L Pavlovych).
4. Request for Town Board action to authorize the Supervisor to execute a contract with Durable Demolition LLC for removal and disposal of the demolition debris at 185 Kimbark Road based upon bid results awarding them as the low, responsible and responsive bidder (Public works) – Request from Chad Roscoe for Town Board action to authorize the Supervisor to execute a contract with Durable Demolition LLC for removal and disposal of the demolition debris at 185 Kimbark Road based upon bid results awarding them as the low, responsible and responsive bidder in the amount of \$39,286 with change orders of up to 10% (see letter from C. Roscoe).
5. Request for the Town Board to authorize the Town Supervisor to sign an intermunicipal agreement with Monroe County DOT for the purpose of the installation of sidewalks along Allens Creek, Clover Street, Elmwood Avenue, Edgewood Avenue and Westfall Road (Public Works) – Request from Chad Roscoe for the Town Board to authorize the Town Supervisor to sign an intermunicipal agreement with Monroe County DOT and provide a town board resolution for the purpose of the installation of sidewalks along Allens Creek, Clover Street, Elmwood Avenue, Edgewood Avenue and Westfall Road as described in Sidewalk Applications Numbers 1 & 2 (see letter from C Roscoe).

6. Request for Town Board to authorize the Town Supervisor to sign an IN/Ex Architecture change order to subcontract a GPR Survey to document utilities and underground voids which would exceed the approved 10% authorization (DPW) – Request from Ken Hurley for the Town Board to authorize the Town Supervisor to sign an IN/Ex Architecture change order for \$13,975.00 to subcontract a GPR Survey to document utilities and underground voids which would exceed the approved 10% authorization to exceed the base bid (see letter from K. Hurley).
7. Town Hall Renovation progress update (ongoing when necessary).

EXECUTIVE SESSION – Discuss employment of a particular person

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, September 3, 2025, at 8:30 a.m.
in ROOM #159 at Empire State University, 680 Westfall Road.
All members of the public are invited to attend FASC meetings.**

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



Finance Department

Earl Johnson
Director of Finance

August 15, 2025

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

Re: 2025-2030 Energy Aggregation Group Membership and Service

Dear Honorable Town Board Members:

Monroe County intends to renew the contract with the Town of Brighton for the period of September 1, 2025 through August 31, 2030, for the purpose of providing co-operative purchasing of natural gas and electricity. This program continues to provide significant savings and the town has been a member of the co-operative for over 20 years.

Monroe County will need a copy of an approved resolution authorizing the Intermunicipal Agreement with the county or minutes showing the Town Supervisor is authorized to execute the contract. We have provided a resolution in the past. The current agreement will expire on August 31, 2025. A draft agreement has been provided.

I will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Earl Johnson

Earl Johnson
Director of Finance

INTERMUNICIPAL AGREEMENT

BETWEEN

MONROE COUNTY

AND THE

Town of Brighton

INTERMUNICIPAL CO-OPERATIVE PURCHASING AGREEMENT

Pursuant to Article 5-G of the New York State General Municipal Law

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between **Monroe County**, a Municipal Corporation, having its principal office at the Monroe County Office Building, 39 West Main Street, Rochester, New York 14614 hereinafter referred to as "County" and the **Town of Brighton**, a Municipal Corporation, having its principal office at 2300 Elmwood Avenue, Rochester, NY 14618, hereinafter referred to as "Municipality."

WITNESSETH

WHEREAS, both the County and the Municipality are municipal corporations as defined by Section 119-n of the New York State General Municipal Law; and

WHEREAS, both the County and the Municipality, wish to secure lower prices for electricity and/or natural gas purchases through aggregation of purchases in the open market; and

WHEREAS, the New York State Public Service Commission, through orders issued in Case 93-G-0932 has established rules for small customer aggregation services; and

WHEREAS, joint purchase of electricity and/or natural gas by the County and the Municipality will result in lower prices than would otherwise be available to either party; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to contract to perform together that which each municipal corporation is authorized to perform individually; and

WHEREAS, in view of the foregoing, the County and the Municipality deem it in their best interests to enter into this Agreement pursuant to Section 119-o of the General Municipal Law; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Agreement pursuant to Resolution No. 136 of 2000, adopted by the Monroe County Legislature on April 11, 2000; and

WHEREAS, the Town Board of Brighton, authorized the Supervisor to execute this Agreement on _____.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall from time to time purchase electricity and/or natural gas for the supply to public facilities of the County and the Municipality, and identified on Schedule I hereto (which Schedule may be amended by the Municipality by providing notice to the County no later than thirty (30) days prior to the end of the County's supply contract for that commodity) and which facilities are located within the service areas of the Rochester Gas & Electric Corporation (hereinafter referred to as "RG&E" or "local distribution company") and/or National Grid (hereinafter referred to as "National Grid" or "local distribution company").

2. The County shall make such purchases by competitive bid consistent with New York State General Municipal Law, the Monroe County Charter and Monroe County Administrative Code and rules governing purchases made by the County.

3. Forty-five (45) days prior to advertising for bids, the County shall notify the Municipality or its agent for the purpose that such bids will be sought on a specified date, and request a nomination of the Municipality's electricity and/or natural gas needs for its governmental purposes to be included in the County bid as well as any anticipated change in load from the prior contract period. The Municipality or its agent for the purpose shall deliver its nominations of electricity and/or natural gas needs to the

County no later than thirty (30) days prior to the date specified for advertisement for bids. The date upon which the County issues bids for supply is October 1 (for the contract period starting January 1) for natural gas. The County will also need electricity load by October 1 of each calendar year. The County will provide prior notice of any change to this schedule pursuant to Section 19 of the Intermunicipal Agreement.

4. The County shall include the Municipality's nomination of electricity and/or natural gas needs in its bid specifications, and in its awarded contracts for the purchase of electricity and/or natural gas. Awards for electricity and natural gas shall include the highest commercially available assurance on the part of the supplier with respect to availability and delivery.

5. The Municipality's natural gas requirements shall be delivered by the County's contract supplier at the local distribution company's city gate serving the Municipality.

6. The Municipality's electricity requirements shall be delivered by the County's contract supplier through the local distribution company's transmission and distribution system.

7. The local distribution company will continue to read the electricity and/or natural gas meters according to the local distribution company's then in effect normal practices. For any month in which a meter is not read, the local distribution company may, in the alternative, calculate monthly use based upon an estimate. The local distribution company will then assess charges to your account based upon the actually measured or estimated use and the county will use the local distribution company's reported use to calculate the Municipality's monthly charge for electricity and/or natural gas supply as provided in paragraph 8, *infra*. The Municipality will make its electricity and/or natural gas meters available for reading and inspection by the local distribution company.

8. The County may contract, by request for proposal, with an independent administrative services provider to manage the apportionment of electricity and/or natural gas costs to each participating municipal government. The cost of such contractual services shall be apportioned to the Municipality as the amount of electricity and/or natural gas delivered to the Municipality, natural gas adjusted for shrinkage and heat value, divided by the total of all such electricity and/or natural gas purchased by the County. As of May 1, 2015 the scope of services to be provided by the County or the County's contracted independent administrative services provider shall be:

a. Energy Management and Procurement Services - members will receive the necessary energy management and procurement services related to the accounts participating in the County's aggregation programs of monthly energy purchases including implementation of competitive bid processes to select energy suppliers and origination and execution of routine energy supply contract(s) between the County and the selected energy supplier(s).

b. Monthly Billing and Savings Report - members will receive monthly billing reports that summarize all utility accounts.

c. Utility Bill Management Services - all utility bills will be scanned into a utility bill management system that will ensure billing accuracy, and appropriateness of charges.

d. Web-Based Information Services - all members will have access to a web-based system that will provide data that may be used to create reports and track utility usage by facility. Copies of bills will also be accessible through the system. Many of the features of the system are dependent upon the individual members providing building square footages and other related information to the County's contracted independent administrative services provider.

e. Utility Bill Dispute Resolution Service - All Members will receive support from the County's contracted administrative services provider in the event errors or inaccuracies are identified and need to be resolved with the utility company.

f. The County's contracted independent administrative services provider cannot allocate resources to provide budget projections or other operational analyses regarding a facility's consumption or recommended capital improvements as part of the base services provided to members of the Monroe County Aggregation Group.

9. Once each month, the County, through its contracted independent administrative services provider, will notify the Municipality that its bill is available for download, and the Municipality will pay the County, for its proportionate share of electricity and/or natural gas delivered by the County to the Municipality's facilities through the local distribution company delivery system. Bills will be based upon the Municipality's use of electricity and/or natural gas as metered by the local distribution company, and as adjusted for shrinkage and for value of heat by the contractual procurement administrator; plus the proportionate cost of the administrative services provided by the County's contracted independent administrative services provider; plus the actual amount billed by the local distribution company for local electricity transmission and/or natural gas

transportation services to the Municipality's facilities as applicable. The County will provide to the Municipality, with each monthly bill, the information listed in Sections 8b and 8c above.

10. The Municipality will pay, or reimburse the County, if the County has paid, all Taxes applicable to the natural gas and/or electricity supply and/or deliver services. The parties will provide evidence of exemption from any Tax and cooperate in obtaining an exemption and minimizing any relevant Taxes. For purposes of this Agreement, "Taxes" means ad valorem, property, occupation, severance, production, extraction, first use, conservation, kWh or Btu or energy, gathering, transport, pipeline, utility, gross receipts, gross revenue, electricity or natural gas or oil import, privilege, sales, use, consumption, excise, lease, transaction, and other taxes and governmental charges, licenses, fees, permits and assessments.

11. The Municipality agrees to pay the County within thirty (30) days of the issue date of the monthly bill issued by the county. The County shall be entitled to charge, and the Municipality shall pay, a late payment charge of 1.5% of the Municipality's outstanding balance for each month or part thereof during which the Municipality's account is in arrears.

12. This agreement shall be effective as of **September 1, 2025**. Either party may terminate this Agreement upon thirty (30) days written notice to the other, except that notice of termination and termination will not relieve either party of its obligation to purchase, deliver or receive electricity and/or natural gas contracted under any current contract for electricity and/or natural gas purchase awarded pursuant to a nomination for its governmental use prior to termination of this Agreement. The Municipality may terminate this Agreement by responding to a notice under paragraph 3 of this Agreement from the County, requesting nominations for electricity and/or natural gas, by stating, at least thirty (30) days prior to County's advertisement for bids for electricity and/or natural gas, that the Municipality's electricity and/or natural gas nomination is zero (0). Accounts may only be removed at the end of the supplier contract terms. Pursuant to Section 119-o of the New York State General Municipal Law, unless extended or terminated, the term of this Agreement shall expire on **August 31, 2030**.

13. In the event that a contracted electricity and/or natural gas supplier fails to deliver any electricity and/or natural gas under its contract with the County, through no fault of the County, the County shall not be liable to the Municipality in any fashion. In the event that an electricity and/or natural gas supplier under contract with the County shall deliver less than the full amount of electricity and/or natural gas necessary to fulfill the nominations awarded under such contract, through no fault of the County, the County shall not be held in any manner liable to the Municipality, but shall cause the Municipality's proportional share of electricity and/or natural gas to be delivered to the Municipality from the amount of electricity and/or natural gas delivered by such contractor. However, nothing herein contained shall be deemed a waiver by the Municipality of any claim or cause of action it may have against a supplier or the local distribution company.

14. The County and the Municipality agree to waive any requirement for filing of notice of claim with respect to any action arising out of the performance of this contract.

15. In the event that the Municipality shall be thirty (30) or more days delinquent in payment for electricity and/or natural gas delivered or the local distribution company's delivery services billed by the County, the County may, upon thirty (30) days written notice to the Municipality and the local distribution company, terminate this Agreement and cease delivery of electricity and/or natural gas to the Municipality.

16. The County's Energy Supply Disclosure Statement is attached hereto and incorporated herein as if fully set forth in this place as Exhibit A. The terms of Exhibit A are supplemental to the agreement set out herein. Wherever the terms of Exhibit A are found to be contrary to or inconsistent with the terms of this Agreement, the terms of this Agreement will be deemed to prevail.

17. This agreement shall be executory only to the extent that funds are appropriated to and made available for the purposes hereof, and neither the County nor the Municipality shall be made liable beyond such sums as are so appropriated and made available.

18. Neither party hereto shall be liable for any failure to perform the terms of this contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this contract shall mean acts of God, strikes, civil disturbances, interruption by government or court orders, present and future valid orders or any regulatory body having proper jurisdiction, acts of public enemy, wars, riots, blockades, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breaking of transmission lines, breakage of freezing of pipelines, the make of repairs or alterations to transmissions lines or lines of pipe or plants, mechanical breakdown of either parties' facilities, the failure of any transmission line or pipeline or local distribution company to accept electricity or natural gas for delivery for any reason, partial or entire failure of electricity supply or natural gas supply or any other cause, whether the kind enumerated above or otherwise

so long as the causes are not reasonably within the control of the party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with reasonable dispatch.

19. All required notices under this Agreement shall be directed as follows:

To the COUNTY:

Colleen D. Anderson, Manager
Purchasing and Central Services
Monroe County
200 County Office Building
39 West Main Street
Rochester, New York 14614
CAnderson@monroecounty.gov

To the MUNICIPALITY:

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

IN WITNESS WHEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE and William Moehle, Town Supervisor of Town of Brighton, hereto have executed this Agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

SCHEDULE I

FACILITIES OF Town of Brighton

(SEE ATTACHED DOCUMENT)

DRAFT

EXHIBIT A

ENERGY SUPPLY DISCLOSURE STATEMENT

This Disclosure Statement has important information you need to know before you commit to natural gas or electricity service from Monroe County. Monroe County, through its various departments, provides natural gas and/or electricity supplies and procurement management services to Monroe County related energy end user accounts. Monroe County's purpose is to provide these accounts with the lowest cost alternative for reliable supplies of natural gas and electricity. This is accomplished by purchasing wholesale energy supplies and services and then disaggregating those supplies and services to participating accounts in a not-for-profit fashion. Monroe County welcomes new accounts upon acceptance by the Division of Purchasing and Central Services.

Monroe County will provide natural gas and/or electricity to your facilities on a monthly basis. In order to provide natural gas or electricity to your facilities, Monroe County must enter into contracts with suppliers and must provide accurate estimates of consumption. This is the reason why you may only terminate your Agreement with Monroe County by providing thirty (30) days written notice prior to the end of each supply contract (expected to be December 31 of each year for natural gas and electricity). Monroe County's energy supplies will be delivered to your facilities via the local utility's pipelines or wires.

1. Service Arrangements

Natural Gas

Monroe County will provide natural gas supply to your facilities on a cost per Dth basis. This price shall be Monroe County's weighted average commodity price for a given month plus a basis price plus a pro rata share of the County's independent administrative services provider's charges. The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission. The local natural gas utility is also required by law to serve as provider of last resort for natural gas supply.

Electricity

Monroe County will provide electricity supply to your facilities on a cost per kWh basis. This price shall be Monroe County's weighted average commodity price for a given month plus a pro rata share of the management fee. The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission. The local electrical utility is also required by law to serve as provider of last resort for electricity supply.

POLICIES

Office Locations and Hours

Monroe County's principal offices, including Purchasing and Controller's are located at 39 West Main Street, Rochester, New York 14614. The Department of Environmental Services is located at 50 West Main Street, Rochester, New York 14614. Offices are open from 9:00 AM to 5:00 PM, Monday through Friday, except for legal holidays.

Bill Payment Process

Monroe County will bill directly for: 1] the natural gas and/or electricity supply, 2] the natural gas and/or electricity delivery services, 3] independent administrative services provider's charges, and 4] all taxes applicable to the natural gas and/or electricity supply and/or delivery services.

The local electric and/or natural gas utility will read your electric/gas meter monthly. The County will then assess charges to your account based upon those usages.

Monroe County bills will be rendered monthly.

Complaint and Dispute Resolution

If you have any complaints regarding your natural gas or electricity service or your monthly bill, please contact The County's Purchasing Manager in writing or via email pursuant to the contact information provided in Section 19. If your dispute cannot be remedied by Monroe County's Agent, you will have the opportunity to present your dispute to Monroe County's Controller.

In the meantime, you are obligated to pay any disputed invoice in full, with the exception of any obvious errors, until said dispute can be resolved to the satisfaction of yourself and Monroe County. If the dispute cannot be resolved within forty-five (45) days, the dispute shall be submitted to binding arbitration conducted pursuant to the rules and regulations and procedures of the American Arbitration Association. In any case, you will continue to maintain any right you may have to resolve disputes in small claims court.

Amendment, Cancellation or Expiration of Agreement

Monroe County's Agreement with its members may be amended from time to time upon approval of the Monroe County Department of Purchasing and Central Services. If you are not in agreement with an amendment, you may cancel your Agreement with Monroe County with thirty (30) days written notice. You can then choose another provider of electricity and/or natural gas or have the local utility provide electricity and/or natural gas to you. Monroe County will similarly give you and your local electricity and natural gas utility a minimum of thirty (30) days advance written notice prior to a termination of your Agreement with Monroe County.

Allocation of Partial Payments

If you do not pay your monthly bill in full, Monroe County will credit the amount received to your outstanding balance. Delinquencies of thirty (30) days or more may be cause for termination of your Agreement with Monroe County with thirty (30) days written notice.

Historic Billing Information

The County considers your billing information to be confidential. If you wish for the billing information to be provided to you or to be released to a third party, you must notify us in writing.

Calls for Service Problems

If you become aware of a natural gas or electricity emergency condition or experience an unanticipated loss of service, you should contact your local utility.

2. Customers' Rights and Obligations

Amendment of Agreement or Change of Providers

If you want to terminate your Agreement with Monroe County and change electricity and/or natural gas providers, you must notify us with thirty (30) days written notice. We will notify your local utility of your change of electricity and/or natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge as determined by your local utility.

If your Agreement is terminated by Monroe County, your electricity and/or natural gas supply will automatically be provided by your local utility under its standard tariff unless, or until, you choose another supplier. Electricity or natural gas may only be shut off by your local utility under procedures approved by the Public Service Commission.

Third Party Notification

You may direct that your bills be sent to a third party.

Department of Public Service Complaint Number

The Department of Public Service is monitoring complaints against energy service companies. It will not resolve complaints, but an excessive number of complaints may result in an energy supply company no longer being allowed to supply natural gas. The Department of Public Service telephone number is 1-888-697-7728 (1-888NYS-PSC8), or you may write the Department of Public Service at: Consumer Services Division, 3rd Floor, Three Empire State Plaza, Albany, NY 12223-1350
<http://www.dps.state.ny.us>

JUSTICE COURT

TOWN OF BRIGHTON
MONROE COUNTY
2300 ELMWOOD AVENUE, ROCHESTER, NY 14618
PHONE: (585) 784-5152 FAX: (585) 784-5380

JUSTICES

JOHN A. FALK
VIKRAM S. VILKHU

August 14, 2025

Supervisor William Moehle
Town Board/FASC Members
2300 Elmwood Avenue
Rochester NY 14618

Re: Justice Court Assistance Program Grant 2025-26

Dear Supervisor Moehle, Town Board and FASC Members:

I am requesting permission to pursue a 2025-2026 JCAP Grant.

Specifically, we would like to get 8 Mil Safety & Security Film for the Court's exterior windows.

We have researched this product and found the benefits to be significant. It will make our windows more resistant to shattering from impacts like break-ins, storms and accidents. If the window does break, it will help keep the shattered pieces together, reducing the risk of injury. It helps reduce UV exposure and can help improve insulation properties of windows potentially resulting in lower energy costs for heating and cooling. Additionally, it offers privacy benefits by making it more difficult for outsiders to see in the building, particularly during the day. This is extremely important as our windows are at ground level.

I contacted three vendors. Two had comparable products and installation procedures. We chose a small local business contractor to be the most affordable at \$6000; roughly \$1500 less than their competitor.

I am seeking approval from the Town Board to proceed in making this grant application on behalf of Brighton Town Court as detailed above.

Sincerely,



Lisa Pavlovych
Chief Court Clerk

Attachments

cc: E. Johnson, Finance Director
John Mancuso, Town Attorney
Bridget Monroe, Assistant to Town Supervisor
File

ESTIMATE

Upstate Tint Inc
610 Vintage Ln
Rochester, NY 14615

upstatetintinc@gmail.com
+1 (585) 269-2679

Bill to
Brighton Town Court
Brighton Town Court
2300 Elmwood Ave
Rochester, New York 14618

Ship to
Brighton Town Court
Brighton Town Court
2300 Elmwood Ave
Rochester, New York 14618

Estimate details
Estimate no.: 1159
Estimate date: 03/31/2025


| # | Date | Product or service | Description | Qty | Rate | Amount |
|-------|------|--------------------|---|-----|------------|------------|
| 1. | | Services | Contact: Lisa (585) 749-3733 Location: Brighton Town Court Address: 2300 Elmwood Ave Rochester, New York 14618 Job Scope: 68x46x7 (Removal and Replace) 42x68x1 42x68x3 42x68x3 41x68x1 Total: 15 Panes/ 312 sf Ladder: Yes Product Type: 8 mil/tinted Total Price: \$6000 | 1 | \$6,000.00 | \$6,000.00 |
| Total | | | | | | \$6,000.00 |

Accepted date

Accepted by

Safety & Security Film Performance Measurements



| <div><div> % Visible Light</div><div> % Total Solar Energy</div></div> | | | | | | | | | | | | | | | | |
|--|--------|--------------------|--------------------|-----------------|--------|--------------------|----------|--------------------------|------------------------------------|----------|--------------|------------|---------------------|------------------------------------|---------------|----------------------------------|
| Film | Trans. | Reflected External | Reflected Internal | Glare Reduction | Trans. | Reflected External | Absorbed | Shading Coefficient (SC) | Solar Heat Gain Coefficient (SHGC) | U Factor | UV Rejection | Emissivity | Light to Solar Gain | Total Solar Energy Rejected (TSER) | IR Rejection* | Infrared Energy Rejection (IRER) |
| Clear 4 Mil | 87% | 9% | 9% | 2% | 75% | 8% | 18% | 0.92 | 0.80 | 1.03 | ≥ 99% | 0.86 | 1.08 | 20% | 31% | 23% |
| Clear 7 Mil | 88% | 9% | 9% | 1% | 75% | 7% | 18% | 0.93 | 0.81 | 1.05 | ≥ 99% | 0.91 | 1.09 | 20% | 32% | 23% |
| Clear 8 Mil | 86% | 9% | 9% | 3% | 73% | 8% | 20% | 0.90 | 0.79 | 1.05 | ≥ 99% | 0.90 | 1.09 | 21% | 36% | 26% |
| Clear 14 Mil | 87% | 9% | 9% | 3% | 75% | 8% | 18% | 0.92 | 0.80 | 1.03 | ≥ 99% | 0.87 | 1.08 | 20% | 33% | 23% |
| Silver 20 4 Mil | 18% | 55% | 57% | 80% | 12% | 45% | 43% | 0.27 | 0.24 | 0.90 | ≥ 99% | 0.60 | 0.75 | 76% | 95% | 78% |
| Silver 40 4 Mil | 44% | 27% | 26% | 51% | 32% | 24% | 44% | 0.51 | 0.44 | 0.94 | ≥ 99% | 0.68 | 0.99 | 56% | 82% | 62% |
| Silver 20 8 Mil | 17% | 56% | 58% | 81% | 12% | 45% | 43% | 0.27 | 0.23 | 0.88 | ≥ 99% | 0.58 | 0.74 | 77% | 95% | 78% |
| Silver 40 8 Mil | 44% | 28% | 27% | 51% | 31% | 24% | 45% | 0.51 | 0.44 | 0.95 | ≥ 99% | 0.70 | 0.99 | 56% | 83% | 62% |
| Neutral Grey 35 8 Mil | 36% | 15% | 22% | 60% | 28% | 15% | 57% | 0.51 | 0.45 | 0.96 | ≥ 99% | 0.73 | 0.80 | 55% | 82% | 59% |
| Neutral Grey 45 8 Mil | 43% | 14% | 17% | 51% | 34% | 14% | 52% | 0.57 | 0.49 | 0.95 | ≥ 99% | 0.71 | 0.88 | 51% | 76% | 55% |
| Clear 7 Mil Exterior | 88% | 8% | 8% | 1% | 76% | 7% | 18% | 0.93 | 0.81 | 1.02 | ≥ 99% | 0.87 | 1.09 | 19% | 32% | 23% |
| Graffiti-Free® 4 Mil | 89% | 9% | 9% | 1% | 77% | 8% | 15% | 0.94 | 0.82 | 1.02 | ≥ 99% | 0.84 | 1.08 | 18% | 28% | 21% |
| Graffiti-Free® 6 Mil | 87% | 10% | 10% | 3% | 76% | 9% | 15% | 0.93 | 0.81 | 1.02 | ≥ 99% | 0.84 | 1.07 | 19% | 29% | 22% |
| 12 Mil Frost Matte | 66% | 20% | 20% | 26% | 60% | 16% | 24% | 0.78 | 0.68 | 1.01 | ≥ 99% | 0.83 | 0.98 | 32% | 44% | 32% |





Read in accordance with National Fenestration Rating Council (NFRC) standards and calculated on single pane 6mm (1/4") clear glass.

*IR Rejection is tested in the IR range of 780 to 2500 nanometers.

Reported values are typical properties and should not be used as a specification. Since only the user is aware of the specific conditions in which the product is to be used, it is the user's responsibility to determine whether the product is suitable for that intended use. If the specific conditions of use are critically dependent on any of the properties of the product, or if you need further information, contact Madico, Inc. or your local Madico film dealer.

Safety & Security Film Performance Measurements



| Physical Properties | Film Thickness | Structural Component | Structure | Adhesive Type | Tensile Strength | Break Strength | Peel Strength |
|-----------------------|----------------|----------------------|--------------------|---|--|---------------------------|---|
| Clear 4 Mil | 0.0045" | 0.004" | Single Ply |  Acrylic Pressure Sensitive |  25,000 PSI Avg. MD/TD | 100 lbs. Per Inch (Width) |  5 to 6 lbs. Per Inch |
| Clear 7 Mil | 0.008" | 0.007" | Single Ply | | | 175 lbs. Per Inch (Width) | |
| Clear 8 Mil | 0.0095" | 0.008" | Multi-Ply Laminate | | | 200 lbs. Per Inch (Width) | |
| Clear 14 Mil | 0.014" | 0.0135" | Multi-Ply Laminate | | | 325 lbs. Per Inch (Width) | |
| Silver 20 4 Mil | 0.005" | 0.0045" | Multi-Ply Laminate | | | 100 lbs. Per Inch (Width) | |
| Silver 40 4 Mil | 0.005" | 0.0045" | Multi-Ply Laminate | | | 100 lbs. Per Inch (Width) | |
| Silver 20 8 Mil | 0.010" | 0.0085" | Multi-Ply Laminate | | | 200 lbs. Per Inch (Width) | |
| Silver 40 8 Mil | 0.010" | 0.0085" | Multi-Ply Laminate | | | 200 lbs. Per Inch (Width) | |
| Neutral Grey 35 8 Mil | 0.010" | 0.0085" | Multi-Ply Laminate | | | 200 lbs. Per Inch (Width) |  3 to 4 lbs. Per Inch |
| Neutral Grey 45 8 Mil | 0.010" | 0.0085" | Multi-Ply Laminate | | | 200 lbs. Per Inch (Width) | |
| Clear 7 Mil Exterior | 0.008" | 0.007" | Single Ply | | | 175 lbs. Per Inch (Width) | |
| Graffiti-Free® 4 Mil | 0.004" | 0.004" | Single Ply | | | 100 lbs. Per Inch (Width) | |
| Graffiti-Free® 6 Mil | 0.007" | 0.006" | Multi-Ply Laminate | | | 150 lbs. Per Inch (Width) | |
| 12 Mil Frost Matte | 0.013" | 0.012" | Multi-Ply Laminate | | | 250 lbs. Per Inch (Width) | 5 to 6 lbs. Per Inch |

Read in accordance with National Fenestration Rating Council (NFRC) standards and calculated on single pane 6mm (1/4") clear glass.

*IR Rejection is tested in the IR range of 780 to 2500 nanometers.

Reported values are typical properties and should not be used as a specification. Since only the user is aware of the specific conditions in which the product is to be used, it is the user's responsibility to determine whether the product is suitable for that intended use. If the specific conditions of use are critically dependent on any of the properties of the product, or if you need further information, contact Madico, Inc. or your local Madico film dealer.



Public Works Department

Commissioner of Public Works – Glen Layton

Chad Roscoe
Junior Engineer

August 15, 2025

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

Re: Award of Project
185 Kimbark Road
Controlled Demolition of a Residential Home

Dear Councilperson, Salzman and Committee Members:

The Town of Brighton, Department of Public Works publicly bid for the demolition of 185 Kimbark Road with asbestos in place, remove and disposal of the demolition debris and restoration of disturbed area. The bids were publicly opened on August 12, 2025, at 10:00 am and below is a list of the contractors that submitted bids in Table – 1. All work shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, (Cited as 12 NYCRR Part 56).

Table – 1 Contractor List

| <u>Company</u> | <u>185 Kimbark Road</u> |
|-----------------------------------|-------------------------|
| Empire Building Diagnostics, Inc. | \$39,790 |
| Durable Demolition LLC | \$39,286 |

Town of Brighton staff reviewed the quote for completeness and accuracy and concluded that the lowest price quote provided by *Durable Demolition LLC*, of Lockport NY is representative of the costs necessary to complete the project and the contractor is qualified to perform the demolition work. Therefore, I am requesting that FASC recommend that the Town Board award the demolition of 185 Kimbark Road to the low, responsible and responsive contractor, *Durable Demolition LLC*, for a lump sum price not to exceed \$39,286.00. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price.

As always, thank you for your consideration. A representative from the Department of Public works will attend your regularly scheduled August 20th meeting. In the event that you have any questions regarding this matter please feel free to contact me.

Respectfully,

Chad Roscoe
Junior Engineer

**SECTION 00030
ADVERTISEMENT FOR BIDS**

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

**Demolition of the Structure
Located at
185 Kimbark Road
Rochester, NY 14610**

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

Place: Town of Brighton

Dept. of Public Works

680 Westfall Road

Rochester, NY 14620

Date: July 9th, 2025

Time: 10:00 A.M. Local Time

The work consists principally of the controlled demolition of an existing house and the removal and disposal of the debris and restoration of the disturbed areas, located at **185 Kimbark Road** in the Town of Brighton, New York. All structures specified in this contract have certain amounts of asbestos that will remain in place and will need to be demolished with a controlled demolition.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and Specifications are available for inspection at the above location.

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

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

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

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

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

It is the policy of the State of New York to encourage the greatest possible participation of minority and women-owned business enterprises. The Contractor, by bidding on the contract, acknowledges his or her understanding and support of this policy.

Dated: June 27, 2025

Town of Brighton

4068496 6-27-11



Public Works Department

Commissioner of Public Works – Glen Layton

Chad Roscoe
Junior Engineer

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

Re: Monroe County Department of Transportation
Intermunicipal Agreement
Sidewalk Application No. 1 & No. 2

Dear Councilperson, Salzman and Committee Members:

The Town of Brighton was awarded funding for the installation of sidewalks along Allens Creek Road, Clover Street, Elmwood Avenue, Edgewood Avenue and Westfall Road from Monroe County DOT. An Intermunicipal Agreement for the installation of sidewalks at the previously mentioned locations is required before the projects can move forward.

I am requesting that FASC recommend that the Town Board authorize the Supervisor to endorse this agreement. A scanned copy of the documents is attached for your reference. MCDOT is requesting that the executed original along with the Town Board Resolution for each application be returned to them for their use and internal distribution.

As always, thank you for your consideration. A representative from the Department of Public works will attend your regularly scheduled August 20th meeting. In the event that you have any questions regarding this matter please feel free to contact me.

Respectfully,

Chad Roscoe
Department of Public Works



Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

August 8, 2025

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

**RE: INTERMUNICIPAL AGREEMENT – SIDEWALK
BRIGHTON APPLICATION NO. 1
ALLENS CREEK ROAD, ELMWOOD AVENUE, EDGEWOOD AVENUE,
WESTFALL ROAD**

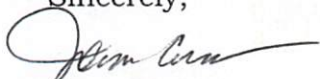
Dear Honorable Moehle:

Enclosed, please find one original Intermunicipal Agreement to install sidewalk along Allens Creek Road, Elmwood Avenue, Edgewood Avenue, and Westfall Road, along with a copy of our Resolution #266 of 2024 authorizing the funds for this agreement. Please sign, date and notarize the agreement. Please return everything to my attention along with a copy of your Town Board Resolution for this project. Once we receive this documentation back from you, we will process for execution of the agreement.

Additionally, what will be needed is an approved sidewalk plan and a permit from our permit office before you can start work. At this point we have not yet received a sidewalk plan for our review. Please work with Henry Herdzik to coordinate plan review and approval of the permit. Henry can be reached at 585-753-7729 or via email at HHerdzik@monroecounty.gov. Attached is a blank permit application for your reference and use.

If you have any questions, please feel free to contact Henry Herdzik or me at 585-753-7737.

Sincerely,


Joyce Cordello
Principal Permit Assistant

Attached

cc: T. Frys, H. Herdzik, J. Raymond
W. Haefner
C. Roscoe ✓
File

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • fax: (585) 753-7730 • www.monroecounty.gov • email: mcdot@monroecounty.gov

INTERMUNICIPAL AGREEMENT

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

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

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

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

WHEREAS the Town Board of the Town of Brighton, by Resolution No. ____ of 2024, effective August 14, 2024, authorized the Municipality to enter into this IMA; and

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

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

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

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

2. COUNTY RESPONSIBILITIES. The County shall:

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

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

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

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

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

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

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

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

9. **NON-DISCRIMINATION.** The County and Municipality agree that in carrying out its activities under the terms of the IMA that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

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

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

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

MONROE COUNTY

TOWN OF BRIGHTON

By: _____ **By:** _____

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

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

Date: _____ **Date:** _____

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

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

Notary

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

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

Notary

Permit No. _____

**COUNTY OF MONROE
DEPARTMENT OF TRANSPORTATION**
6100 City Place
50 West Main Street
Rochester, New York 14614-1231
585-753-7710

- ☐ File Copy
- ☐ Applicant Copy
- ☐ Town Copy
- ☐ Inspector Copy

PERMIT UNDER SECTION 136 HIGHWAY LAW

WHEREAS, Section 136 of the Highway Law Provides: No street surface or other railroad shall be constructed upon any portion of a road constructed or improved on a county road system, nor shall any person, firm, corporation or municipality enter upon or construct any works in or upon any such road, or construct any overhead or underground crossing thereof, or lay or maintain therein drainage, sewer or water pipes underground, except under such conditions and regulations as may be prescribed by the county superintendent, notwithstanding any consent or franchise granted by any town or by the municipal authorities of any village or town. Any municipal corporation may enter upon any road constructed or improved on a county road system for the purpose of widening the pavement or constructing sidewalks or for any other purpose authorized by this section, but only after securing a permit as provided herein. Notwithstanding the limitations in any general or special law, every municipal corporation shall have and is hereby given authority to deposit with the county superintendent such a sum of money as may be required by the county superintendent as a condition precedent to the granting of the permit provided in this section. Any person, firm or corporation violating this section shall be liable to a fine of not less than one hundred dollars nor more than one thousand dollars for each day of such violation, to be recovered by the county superintendent and paid in to the county treasury to the credit of the county road fund created under article six of this chapter for the construction, reconstruction and maintenance of county roads on the county road system in accordance with the provisions of said article six, and may also be removed therefrom as a trespasser by the county superintendent upon petition to the county court of the county or to the supreme court of the state.

WHEREAS, a certain highway known as Allens Creek Rd, Elmwood Ave, Edgewood Ave, Westfall Rd in the town of Brighton

(print road name)

_____ has been improved and is on the Monroe County Road System and

(print town name)

WHEREAS, Town of Brighton

(print property owner name or utility company name)

whose address is 2300 Elmwood Ave, Rochester, NY 14618

(print current mailing address, city, state and zip code)

requests permission to perform the following work: install sidewalk on Allens Creek Rd from Monroe Ave to Schoolhouse Lane; Elmwood Ave from 2700 Elmwood to I590; Edgewood Ave from Stonybrook Ave to Monroe Ave; and Westfall Rd from Roosevelt Ave & Monroe and Del Rio to Edgewood Ave

at **HOUSE #:** _____ **LOT #:** _____ **PROJECT NAME:** MC Sidewalk Fund IMA

_____ as per sketch or map attached.

___ Residential ___ Commercial ___ Other

NOW, THEREFORE, a permit is hereby granted in accordance with the SPECIAL CONDITIONS (Attached) - In consideration of granting this permit the undersigned applicant accepts it subject to all methods, conditions and restrictions listed on the back of this form and all special conditions attached to this form.

Applicant Signature _____

William Moehle, Supervisor

By: Applicant Name *(please print)*

Date _____ Phone # _____

Applicant Email Address _____

County Superintendent of Highways _____

Date Issued _____

(For MCDOT Use Only)
Permit Fee: \$ 0.00
Review Fee: \$ _____
Security Deposit: \$ _____
All Fees Paid Date: _____

By signing above, Applicant confirms that they have read and agree to Monroe County's Highway Access Guidelines, which are fully incorporated herein by reference and found at: www.monroecounty.gov/dot-access-guidelines.

CONDITIONS AND RESTRICTIONS

1. Work at all locations shall be approved by an authorized representative of the Monroe County Department of Transportation (MCDOT).
2. All pipes or mains crossing highway pavements shall, wherever possible, be driven beneath the roadway without disturbance to the pavement. The point of driving shall not be less than ten (10) feet from the edge of paved surface. Such crossover pipes or main shall, whenever possible, be enclosed in sleeves or larger pipes so that repairs or replacements may be made in the future without any further disturbance of the roadway pavement. Minimum depth of cover of all pipe shall be 36 inches.
3. All underground utility and storm sewer installations/repairs (either crossings or installation along the roads horizontal alignment), etc., shall be placed beneath the pavement (travel lanes and shoulder areas) without disturbance to the pavement section (includes subbase), unless otherwise approved. Such installations shall be by auger boring, slurring boring, pipe jacking, micro tunneling, horizontal directional drilling or utility tunneling or other approved means, in conformance with MCDOT and NYSDOT requirements, not limited to but including NYSDOT Highway Design Manual Appendix 13C, and NYSDOT/MCDOT specifications. Pipe ramming, soil compaction or water jetting shall not be permitted. Special permission may be granted by the Highway Superintendent for emergency road cuts only, only in advance of the road cut being performed.
4. During the performance of all work under this permit, great care shall be exercised to prevent any damage to property within and adjacent to the County Highway right-of-way. Any damaged property will be the responsibility of the permittee/contractor to repair/replace.
5. All land monuments and property marks shall be carefully protected from disturbances of any nature. Their removal shall not be permitted until the Monroe County Survey Office has referenced their location. The cost of removal and or replacement shall be borne by the permittee.
6. This permit shall not be transferred.
7. If any work authorized by this permit is not performed to the satisfaction of the County Superintendent of Highways, is not fully completed or is otherwise defective, the said applicant hereby agrees that the County Superintendent of Highways may satisfactorily complete said work or correct any defect therein after the discovery of such unsatisfactory or defective work. The cost or expense thereof shall be paid by said applicant immediately upon receipt of a statement of such cost or expense from the County Superintendent of Highways or may be deducted by the Director of Finance of Monroe County out of any funds deposited as security for the satisfactory completion of said work.
8. Applicant certifies all persons concerned with the actual work under this permit are duly covered by Workmen's Compensation Insurance and the State, County and Town shall be held harmless on account thereof.
9. The said County Superintendent of Highways reserves the right to at any time revoke or annul this permit should the said applicant fail to comply with the terms and conditions upon which it is granted.
10. The said applicant hereby agrees to hold the State, County and Town harmless on account of damages of any kind which may arise or occur as a result of the work authorized by this permit, either during the progress of same or within a period of five years from the date of such completion, and to defend at said applicant's own expense any and all actions instituted against the State, County or Town to recover for such damages.
11. It is understood that any future changes in the highway construction or use that require changes in the proposed work covered by this application and permit, the applicant shall upon reasonable notice from the County Superintendent of Highways, make such necessary changes at their own expense within the time so specified in notice. This includes relocations of utilities on any future MCDOT projects.
12. Care must be taken not to interfere with drainage ditches or structures.
13. The installation of utilities, when permitted, must be made outside of the ditch line and as near to the highway right-of-way line as possible or as designated in writing by the County Superintendent of Highways.
14. Equipment with chains, steel tracks, armored tires, lugs, etc. will not be permitted on the pavement area.
15. Permits issued for work within the limits of a Monroe County contract will be performed in collaboration and conformity with the work schedule and all related specifications for work which the County of Monroe's contractor has submitted to and which has been approved by the County Superintendent of Highways.
16. The person in charge of the work covered by this permit shall have the permit and the approved plans and sketches in his possession on the job at all times.
17. The permittee must notify UDIG NY, the underground facilities protective organization, at 1-800-962-7962 and any affected agencies not covered by UDIG NY at least 48 hours before the start of any work.
18. It is required that the owner (utility company, town, village, sewer district, water district, developer, home owner) of the facility to be installed within the right-of-way of the county highway must sign the permit as the applicant. Contractors will not be allowed to sign the permit as applicant except as permitted by the County Superintendent of Highways.
19. MCDOT does not own or maintain items such as private driveways (including culvert pipes), ditch pipes (unless 3 or more consecutive properties, installed under permit), utility mains or services not installed by MCDOT (water, gas, electric, sanitary, cable, etc), sidewalks or any fixed item/hardscape (such as mailboxes, retaining walls, fences, trees, landscape rocks/boulders, etc) that there is no record of being installed under permit.
20. This permit is valid for a one year period from the date of issuance. The applicant may request additional time by reapplying at the end of the one year term. A fee will be assessed as outlined in the Monroe County Department of Transportation Fee Schedule.

PERMIT FEE WORK SHEET
MONROE COUNTY DEPARTMENT OF TRANSPORTATION

Permit Number _____

(Prepare and submit one copy with 136 Highway Permit Applications)

Name: Town of Brighton
Address: 2300 Elmwood Ave
 Rochester, NY 14618
 Attn: William Haefner

Signature: _____
Title: Commissioner of Public Works
Date: _____
Phone No. _____

| CHECK TYPE OF OPERATION | CHECK | REVIEW FEE | PERMIT FEE | SECURITY DEPOSIT REQUIRED (see Pg 2) | ADDITIONAL PERMIT FEES | PERMIT FEE SUBTOTAL |
|--|----------------------------------|------------|------------|--------------------------------------|---|---------------------|
| | | | | | NO. OF FEET OR POLES TIMES UNIT RATE | |
| COMMERCIAL/RESIDENTIAL ACCESSES | | | | | | |
| Residential Driveway-New | | \$75 | \$150 | \$ | | |
| Residential Driveway-Resurface | | \$25 | \$50 | \$ | | |
| Agricultural/Farm Access | | \$75 | \$150 | \$ | | |
| Access to Undeveloped Property | | \$75 | \$150 | \$ | | |
| Commercial Entrance-Resurface | | \$50 | \$200 | \$ | | |
| Commercial Access | Major (Design Hour Volume > 100) | \$150 | \$2000 | \$ | | |
| | Minor (Design Hour Volume < 100) | \$150 | \$550 | \$ | | |
| Subdivision Street Major and Minor Design | | \$150 | \$900 | \$ | | |
| Construction Entrance/Temp. Access - residential | | \$75 | \$100 | \$ | | |
| Construction Entrance/Temp. Access- for all other | | \$75 | \$250 | \$ | | |
| UNDERGROUND INSTALLATION | | | | | | |
| Watermain/Sanitary/Storm Sewer Installation | | \$75 | \$150 | \$ | \$0.50 per LF | |
| Pipe Roadside Ditch | | \$75 | \$150 | \$ | | |
| Gas Main/ Duct/Buried Cable Installation | | \$75 | \$150 | \$ | \$0.50 per LF | |
| Service Installation (Water, Gas, Electric, etc.) | | \$75 | \$150 | \$ | \$0.50 per LF | |
| UNDERGROUND INSTALLATION BY CUTTING PAVEMENT (When approved by the County Hwy Supt. ONLY) | | | | | | |
| Watermain/Sanitary/Storm Sewer Installation | | \$150 | \$500 | \$ | Additional pavement Cut Maint. Fee \$15/SF (To be calculated by MCDOT) | |
| Gas Main /Duct/Buried Cable Installation | | \$150 | \$500 | \$ | | |
| Service Installation (Water, Gas, Electric, etc.) | | \$150 | \$500 | \$ | | |
| Cross Culverts | Major > 6' span/all box culverts | \$150 | \$550 | \$ | | |
| | Minor < 6' span | \$150 | \$500 | \$ | | |
| OVERHEAD INSTALLATION | | | | | | |
| Service Installation (Without a new pole) | | \$75 | \$150 | N. A. | | |
| Erecting Poles, Towers, Luminares, Anchors | | \$75 | \$150 | N. A. | \$2.50 per unit | |
| Running New Lines | | \$75 | \$150 | N. A. | \$0.05 per LF | |
| MISCELLANEOUS | | | | | | |
| Annual Maintenance Permit - Use Form 6905P | | 0 | \$2500 | N. A. | | |
| Annual Driveway Paving Permit- Use Form 6905P | | 0 | \$400 | N. A. | | |
| Divisible Load Permit | | 0 | \$10 | N. A. | \$10/truck/yr | |
| House Moving Permit | | \$100 | \$300 | \$ | | |
| Special Hauling Permit | | \$100 | \$300 | \$ | | |
| Miscellaneous SIDEWALK | x | | | \$ | | 0.00 |
| TOTALS: (Separate payments required) | | | | | | 0.00 |

Review fees

Sec. Deposits

Permit fees

1. **NO CASH.** Make checks payable to: **Director of Finance, County of Monroe**
2. Separate payments are required for Review Fees, Permit Fees, and Security Deposits. **They cannot be combined.**
3. Security Deposits of \$1000 or more must be paid by Mastercard/Visa, money order, cashiers, bank, or certified check.
4. Security Deposits of less than \$1000, as well as all Review Fees and Permit Fees, can be paid by personal check.

MISCELLANEOUS FEES CONTINUED

| Operation | Review Fee | Security Deposit * | Permit Fee | Operation | Review Fee | Security Deposit * | Permit Fee |
|---|------------|--------------------|------------|---|------------|--------------------|------------|
| Traffic Signal Permit | \$500 | | \$550 | Abandon Private Service | 0 | | \$50 |
| Modify Traffic Signal | \$300 | | \$500 | Roof Drain/Sump Pump Discharge to Ditch | \$50 | | \$50 |
| Storm Sewer Connection to Private Property >6" | \$100 | | \$350 | Remove Existing Access | 0 | | \$50 |
| Storm Sewer Connection to Private Property <=6" | \$100 | | \$350 | Replace Existing Culvert | \$75 | | \$150 |
| Road Closing | \$150 | | \$300 | Handicap Ramp | \$50 | | \$50 |
| Full Depth Shoulder | \$150 | | \$500 | Permanent or Temporary Sign | \$50 | | \$50 |
| By-Pass Lane | \$150 | | \$500 | Fill or Clean Drainage Ditch | 0 | | \$50 |
| Left Turn Lane | \$150 | | \$500 | Grading and Seeding | 0 | | \$50 |
| Modify Existing Commercial Access | \$150 | | \$350 | Test Pits or Soil Borings/Road | \$50 | | \$50 |
| Modify Existing Residential Access | \$75 | | \$150 | Tree Removal | \$50 | | \$50 |
| Roadway Improvements | \$150 | | \$500 | Permit Renewal | \$50 | | \$50 |
| Restriping Pavement | \$150 | | \$300 | City Site Plan Review | \$250 | | 0 |
| Sidewalk Installation/ADA Ramp | \$50 | | \$100 | School Warning Device | \$50 | | \$50 |
| Guiderail Modifications | \$50 | | \$100 | MCDOT Requested Maintenance/Relocation | 0 | | N.C. |
| Right - Of - Way Access Fee | \$50 | | \$100 | Adopt - A - Highway Program | 0 | | N.C. |
| Detour | \$150 | | \$300 | Monroe County In Bloom Program | 0 | | N.C. |
| Fire Hydrant | 0 | | \$50 | Beautification | 0 | | 0 |
| Paint Traffic Control Box | 0 | | 0 | Other-As Determined by Co. Hwy Supt. | | | |

*Security Deposits to be determined by MCDOT staff on a project by project basis

Traffic Impact Report Review Fees :

- \$1,500 for Major Traffic Impact Reports (Trip Generation > 100 vehicles/peak hour)
- \$1,000 for Minor Traffic Impact Reports (Trip Generation <= 100 vehicles/peak hour)
- \$ 500 for Traffic Analysis

SECURITY DEPOSIT POLICY

Security Deposits are required for various construction activities on County Highways. The following is a list of those activities and the associated security deposit amounts.

| Activity | Deposit | Activity | Deposit |
|---|-----------------------------------|--|---------|
| Driveway Installations | \$200 | Subdivision Entrance | \$2500 |
| Piping Roadside Ditches (w/ or w/out field inlet) | \$1000 | Commercial Entrances | \$2500 |
| Open Cut Shoulder | \$2000 | Remove Curbs or Gutters | \$2000 |
| Open Cut One Lane | \$2000 | By-Pass Lane, Full Depth Shoulder | \$5000 |
| Open Cut Two Lanes | \$3000 | Turn Lane | \$10000 |
| Open Cut Three Lanes | \$4000 | Right of Way Restoration in Lawn Area | \$2000 |
| Open Cut Four Lanes | \$5000 | Bores (Road Crossing) | \$3000 |
| Parallel Cuts (Per Foot) | \$100 | Signal Permits | \$15000 |
| Modify Drainage Structure | \$5000 | Installation of Drainage Structure in pavement | \$10000 |
| PDF As-Built (as requested) | \$1000 | Connection to Storm Sewer (i.e. lateral) | \$1000 |
| Open Cut > Four Lanes | \$5000 + \$1000/Lane > Four Lanes | | |

SECURITY DEPOSITS WILL BE ACCEPTED IN THE FOLLOWING FORM:

Security Deposits of \$1000 or more must be paid by:

Cashier's Check, Official Bank Check, Money Order, Certified Check or VISA/Mastercard/AMEX/Discover

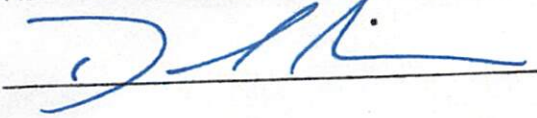
Security Deposits of less than \$1000 can be paid by personal check.

Utility companies and municipalities are exempt from providing security deposits.

The security deposit will not be released until all County and/or Town requirements are met. Security Deposits will be held for at least 30 days and up to a maximum of 1 year after the work is completed to the County's satisfaction as a guarantee of the work performed in the County right-of-way.

Cost of Inspection and Supervision - If, in the accounts kept by the Monroe County Department of Transportation, costs of supervision are found to be exceedingly high, the department reserves the right to bill the permittee for actual expenses incurred by the supervision and inspection of the permittee's project.

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



At a Town Board Meeting of the Town of
Brighton, Monroe County, New York, held on
the 14th day of August, 2024 at Brighton
Town Hall, 2300 Elmwood Avenue in the Town
of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

CHRISTOPHER K. WERNER

ROBIN R. WILT.

CHRISTINE E. CORRADO

NATHANIEL V. SALZMAN,

Councilmembers



BE IT RESOLVED, that a proposed negative declaration and correspondence each dated July 31, 2024 from Environmental Review Liaison Officer Rick DiStefano, regarding a request to the Town Board to complete the environmental review pursuant to the New York State Environmental Quality Review Act (SEQRA) relative to the Town's installation of approximately 6,300 linear feet of five foot wide ADA compliant sidewalk at: (i) Elmwood Avenue (north side) between 2700 Elmwood Avenue and Highland Avenue (2,450 linear feet); (ii) Westfall Road (north side) between Roosevelt Road and Monroe Avenue, Westfall Road (south side) between Del Rio and Edgewood Avenue (2,850 linear feet); (iii) Edgewood Avenue (west side) between 17 Edgewood Avenue and Monroe Avenue (500 linear feet); and (iv) Allens Creek Road (north side) between Monroe Avenue and Schoolhouse Lane (800 linear feet), by declaring itself as lead agency and adopting the proposed negative declaration prepared by Town staff regarding said project, be received and filed; and it is further

RESOLVED, that the Town Board pursuant to SEQRA hereby declares itself as Lead Agency, has taken a hard look at the potential environmental impacts of the proposed action and made the determination that the proposed action will not have a significant adverse impact on the environment, and adopts the proposed negative declaration prepared by Town staff regarding the Town's

planned installation of approximately 6,300 linear feet of five foot wide ADA compliant sidewalk at: (i) Elmwood Avenue (north side) between 2700 Elmwood Avenue and Highland Avenue (2,450 linear feet); (ii) Westfall Road (north side) between Roosevelt Road and Monroe Avenue, Westfall Road (south side) between Del Rio and Edgewood Avenue (2,850 linear feet); (iii) Edgewood Avenue (west side) between 17 Edgewood Avenue and Monroe Avenue (500 linear feet); and (iv) Allens Creek Road (north side) between Monroe Avenue and Schoolhouse Lane (800 linear feet).

Dated: August 14, 2024

| | | |
|--------------------------------------|--------|----------|
| William W. Moehle, Supervisor | Voting | <u>Y</u> |
| Christopher K. Werner, Councilmember | Voting | <u>Y</u> |
| Robin R. Wilt, Councilmember | Voting | <u>Y</u> |
| Christine E. Corrado, Councilmember | Voting | <u>Y</u> |
| Nathaniel V. Salzman, Councilmember | Voting | <u>Y</u> |





Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

August 8, 2025

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

**RE: INTERMUNICIPAL AGREEMENT – SIDEWALK
BRIGHTON APPLICATION NO. 2
ALLENS CREEK ROAD, CLOVER STREET, ELMWOOD AVENUE,
WESTFALL ROAD**

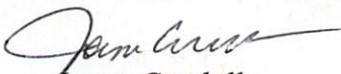
Dear Honorable Moehle:

Enclosed, please find one original Intermunicipal Agreement to install sidewalk along Allens Creek Road, Clover Street, Elmwood Ave and Westfall Road, along with a copy of our Resolution #225 of 2025 authorizing the funds for this agreement. Please sign, date and notarize the agreement. Please return everything to my attention along with a copy of your Town Board Resolution for this project. Once we receive this documentation back from you, we will process for execution of the agreement.

Additionally, what will be needed is an approved sidewalk plan and a permit from our permit office before you can start work. At this point we have not yet received a sidewalk plan for our review. Please work with Henry Herdzik to coordinate plan review and approval of the permit. Henry can be reached at 585-753-7729 or via email at HHerdzik@monroecounty.gov. Attached is a blank permit application for your reference and use.

If you have any questions, please feel free to contact Henry Herdzik or me at 585-753-7737.

Sincerely,


Joyce Cordello
Principal Permit Assistant

Attached

cc: T. Frys, H. Herdzik, J. Raymond
W. Haefner
C. Roscoe ✓
File

50 West Main Street • Suite 6100 City Place Building • Rochester, New York 14614-1231
(585) 753-7720 • fax: (585) 753-7730 • www.monroecounty.gov • email: mcdot@monroecounty.gov

INTERMUNICIPAL AGREEMENT

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

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

WHEREAS, the Municipality submitted a Monroe County Municipal Sidewalk Funding Application to 500 LF of sidewalk on Allens Creek Road; 500 LF of sidewalk on Clover Street; 150 LF of sidewalk on Elmwood Ave; and 1000 LF of sidewalk on Westfall Road (the Project”); and

WHEREAS, the Monroe County Legislature approved funding for the Project not to exceed \$310,000 pursuant to Resolution 225 of 2025 and authorized the execution of this IMA; and

WHEREAS the Town Board of the Town of Brighton, by Resolution No. ____ of 2025, effective July 9, 2025, authorized the Municipality to enter into this IMA; and

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

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

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

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

2. COUNTY RESPONSIBILITIES. The County shall:

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

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

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

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

6. ENTIRE AGREEMENT. This IMA constitutes the entire and integrated agreement between the parties, and supersedes any and all prior proposals, negotiations, and agreement, whether written or oral. Any modification or amendment to this IMA shall be void unless it is in writing and

subscribed by the party against whom the modification or amendment is sought to be enforced.

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

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

9. **NON-DISCRIMINATION.** The County and Municipality agree that in carrying out its activities under the terms of the IMA that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

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

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

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

MONROE COUNTY

TOWN OF BRIGHTON

By: _____ **By:** _____

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

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

Date: _____ **Date:** _____

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

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

Notary

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

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

Notary

Permit No. _____

COUNTY OF MONROE
DEPARTMENT OF TRANSPORTATION
6100 City Place
50 West Main Street
Rochester, New York 14614-1231
585-753-7710

- ☐ File Copy
☐ Applicant Copy
☐ Town Copy
☐ Inspector Copy

PERMIT UNDER SECTION 136 HIGHWAY LAW

WHEREAS, Section 136 of the Highway Law Provides: No street surface or other railroad shall be constructed upon any portion of a road constructed or improved on a county road system, nor shall any person, firm, corporation or municipality enter upon or construct any works in or upon any such road, or construct any overhead or underground crossing thereof, or lay or maintain therein drainage, sewer or water pipes underground, except under such conditions and regulations as may be prescribed by the county superintendent, notwithstanding any consent or franchise granted by any town or by the municipal authorities of any village or town. Any municipal corporation may enter upon any road constructed or improved on a county road system for the purpose of widening the pavement or constructing sidewalks or for any other purpose authorized by this section, but only after securing a permit as provided herein. Notwithstanding the limitations in any general or special law, every municipal corporation shall have and is hereby given authority to deposit with the county superintendent such a sum of money as may be required by the county superintendent as a condition precedent to the granting of the permit provided in this section. Any person, firm or corporation violating this section shall be liable to a fine of not less than one hundred dollars nor more than one thousand dollars for each day of such violation, to be recovered by the county superintendent and paid in to the county treasury to the credit of the county road fund created under article six of this chapter for the construction, reconstruction and maintenance of county roads on the county road system in accordance with the provisions of said article six, and may also be removed therefrom as a trespasser by the county superintendent upon petition to the county court of the county or to the supreme court of the state.

WHEREAS, a certain highway known as Allens Creek Rd, Clover St, Elmwood Ave, Westfall Rd in the town of Brighton (print town name) has been improved and is on the Monroe County Road System and

WHEREAS, Town of Brighton (print property owner name or utility company name)

whose address is 2300 Elmwood Ave, Rochester, NY 14618 (print current mailing address, city, state and zip code)

requests permission to perform the following work: install sidewalk on Allens Creek Rd from Schoolhouse Lane to Clover St; Clover St from Rowland to Esplanade Dr; Elmwood Ave from Valley Rd to Grosvenor Rd; and Westfall Road from Edgewood Ave to Monroe Ave

at HOUSE #: _____ LOT #: _____ PROJECT NAME: MC Sidewalk Fund IMA
_____ as per sketch or map attached.
_____ Residential _____ Commercial _____ Other

NOW, THEREFORE, a permit is hereby granted in accordance with the SPECIAL CONDITIONS (Attached) - In consideration of granting this permit the undersigned applicant accepts it subject to all methods, conditions and restrictions listed on the back of this form and all special conditions attached to this form.

Applicant Signature
William Moehle, Supervisor
By: Applicant Name *(please print)*

Date _____ Phone # _____

Applicant Email Address _____

County Superintendent of Highways _____

Date Issued _____

(For MCDOT Use Only)
Permit Fee: \$ 0.00
Review Fee: \$ _____
Security Deposit: \$ _____
All Fees Paid Date: _____

By signing above, Applicant confirms that they have read and agree to Monroe County's Highway Access Guidelines, which are fully incorporated herein by reference and found at: www.monroecounty.gov/dot-access-guidelines.

CONDITIONS AND RESTRICTIONS

1. Work at all locations shall be approved by an authorized representative of the Monroe County Department of Transportation (MCDOT).
2. All pipes or mains crossing highway pavements shall, wherever possible, be driven beneath the roadway without disturbance to the pavement. The point of driving shall not be less than ten (10) feet from the edge of paved surface. Such crossover pipes or main shall, whenever possible, be enclosed in sleeves or larger pipes so that repairs or replacements may be made in the future without any further disturbance of the roadway pavement. Minimum depth of cover of all pipe shall be 36 inches.
3. All underground utility and storm sewer installations/repairs (either crossings or installation along the roads horizontal alignment), etc., shall be placed beneath the pavement (travel lanes and shoulder areas) without disturbance to the pavement section (includes subbase), unless otherwise approved. Such installations shall be by auger boring, slurring boring, pipe jacking, micro tunneling, horizontal directional drilling or utility tunneling or other approved means, in conformance with MCDOT and NYSDOT requirements, not limited to but including NYSDOT Highway Design Manual Appendix 13C, and NYSDOT/MCDOT specifications. Pipe ramming, soil compaction or water jetting shall not be permitted. Special permission may be granted by the Highway Superintendent for emergency road cuts only, only in advance of the road cut being performed.
4. During the performance of all work under this permit, great care shall be exercised to prevent any damage to property within and adjacent to the County Highway right-of-way. Any damaged property will be the responsibility of the permittee/contractor to repair/replace.
5. All land monuments and property marks shall be carefully protected from disturbances of any nature. Their removal shall not be permitted until the Monroe County Survey Office has referenced their location. The cost of removal and or replacement shall be borne by the permittee.
6. This permit shall not be transferred.
7. If any work authorized by this permit is not performed to the satisfaction of the County Superintendent of Highways, is not fully completed or is otherwise defective, the said applicant hereby agrees that the County Superintendent of Highways may satisfactorily complete said work or correct any defect therein after the discovery of such unsatisfactory or defective work. The cost or expense thereof shall be paid by said applicant immediately upon receipt of a statement of such cost or expense from the County Superintendent of Highways or may be deducted by the Director of Finance of Monroe County out of any funds deposited as security for the satisfactory completion of said work.
8. Applicant certifies all persons concerned with the actual work under this permit are duly covered by Workmen's Compensation Insurance and the State, County and Town shall be held harmless on account thereof.
9. The said County Superintendent of Highways reserves the right to at any time revoke or annul this permit should the said applicant fail to comply with the terms and conditions upon which it is granted.
10. The said applicant hereby agrees to hold the State, County and Town harmless on account of damages of any kind which may arise or occur as a result of the work authorized by this permit, either during the progress of same or within a period of five years from the date of such completion, and to defend at said applicant's own expense any and all actions instituted against the State, County or Town to recover for such damages.
11. It is understood that any future changes in the highway construction or use that require changes in the proposed work covered by this application and permit, the applicant shall upon reasonable notice from the County Superintendent of Highways, make such necessary changes at their own expense within the time so specified in notice. This includes relocations of utilities on any future MCDOT projects.
12. Care must be taken not to interfere with drainage ditches or structures.
13. The installation of utilities, when permitted, must be made outside of the ditch line and as near to the highway right-of-way line as possible or as designated in writing by the County Superintendent of Highways.
14. Equipment with chains, steel tracks, armored tires, lugs, etc. will not be permitted on the pavement area.
15. Permits issued for work within the limits of a Monroe County contract will be performed in collaboration and conformity with the work schedule and all related specifications for work which the County of Monroe's contractor has submitted to and which has been approved by the County Superintendent of Highways.
16. The person in charge of the work covered by this permit shall have the permit and the approved plans and sketches in his possession on the job at all times.
17. The permittee must notify UDIG NY, the underground facilities protective organization, at 1-800-962-7962 and any affected agencies not covered by UDIG NY at least 48 hours before the start of any work.
18. It is required that the owner (utility company, town, village, sewer district, water district, developer, home owner) of the facility to be installed within the right-of-way of the county highway must sign the permit as the applicant. Contractors will not be allowed to sign the permit as applicant except as permitted by the County Superintendent of Highways.
19. MCDOT does not own or maintain items such as private driveways (including culvert pipes), ditch pipes (unless 3 or more consecutive properties, installed under permit), utility mains or services not installed by MCDOT (water, gas, electric, sanitary, cable, etc), sidewalks or any fixed item/hardscape (such as mailboxes, retaining walls, fences, trees, landscape rocks/boulders, etc) that there is no record of being installed under permit.
20. This permit is valid for a one year period from the date of issuance. The applicant may request additional time by reapplying at the end of the one year term. A fee will be assessed as outlined in the Monroe County Department of Transportation Fee Schedule.

PERMIT FEE WORK SHEET
MONROE COUNTY DEPARTMENT OF TRANSPORTATION

Permit Number _____

(Prepare and submit one copy with 136 Highway Permit Applications)

Name: Town of Brighton
Address: 2300 Elmwood Ave
 Rochester, NY 14618
 Attn: William Haefner

Signature: _____
Title: Commissioner of Public Works
Date: _____
Phone No. _____

| CHECK TYPE OF OPERATION | | C H E C K | REVIEW FEE | PERMIT FEE | SECURITY DEPOSIT REQUIRED (see Pg 2) | ADDITIONAL PERMIT FEES | | PERMIT FEE SUBTOTAL |
|--|----------------------------------|-----------------------|---------------|---------------|---|---|--------------------|---------------------------|
| | | | | | | NO. OF FEET OR POLES | TIMES UNIT RATE | |
| COMMERCIAL/RESIDENTIAL ACCESSES | | | | | | | | |
| Residential Driveway-New | | | \$75 | \$150 | \$ | | | |
| Residential Driveway-Resurface | | | \$25 | \$50 | \$ | | | |
| Agricultural/Farm Access | | | \$75 | \$150 | \$ | | | |
| Access to Undeveloped Property | | | \$75 | \$150 | \$ | | | |
| Commercial Entrance-Resurface | | | \$50 | \$200 | \$ | | | |
| Commercial Access | Major (Design Hour Volume > 100) | | \$150 | \$2000 | \$ | | | |
| | Minor (Design Hour Volume < 100) | | \$150 | \$550 | \$ | | | |
| Subdivision Street Major and Minor Design | | | \$150 | \$900 | \$ | | | |
| Construction Entrance/Temp. Access - residential | | | \$75 | \$100 | \$ | | | |
| Construction Entrance/Temp. Access- for all other | | | \$75 | \$250 | \$ | | | |
| UNDERGROUND INSTALLATION | | | | | | | | |
| Watermain/Sanitary/Storm Sewer Installation | | | \$75 | \$150 | \$ | | \$0.50 per LF | |
| Pipe Roadside Ditch | | | \$75 | \$150 | \$ | | | |
| Gas Main/ Duct/Buried Cable Installation | | | \$75 | \$150 | \$ | | \$0.50 per LF | |
| Service Installation (Water, Gas, Electric, etc.) | | | \$75 | \$150 | \$ | | \$0.50 per LF | |
| UNDERGROUND INSTALLATION BY CUTTING PAVEMENT (When approved by the County Hwy Supt. ONLY) | | | | | | | | |
| Watermain/Sanitary/Storm Sewer Installation | | | \$150 | \$500 | \$ | Additional pavement Cut Maint. Fee \$15/SF (To be calculated by MCDOT) | | |
| Gas Main /Duct/Buried Cable Installation | | | \$150 | \$500 | \$ | | | |
| Service Installation (Water, Gas, Electric, etc.) | | | \$150 | \$500 | \$ | | | |
| Cross Culverts | Major > 6' span/all box culverts | | \$150 | \$550 | \$ | | | |
| | Minor < 6' span | | \$150 | \$500 | \$ | | | |
| OVERHEAD INSTALLATION | | | | | | | | |
| Service Installation (Without a new pole) | | | \$75 | \$150 | N. A. | | | |
| Erecting Poles, Towers, Luminares, Anchors | | | \$75 | \$150 | N. A. | | \$2.50 per unit | |
| Running New Lines | | | \$75 | \$150 | N. A. | | \$0.05 per LF | |
| MISCELLANEOUS | | | | | | | | |
| Annual Maintenance Permit - Use Form 6905P | | | 0 | \$2500 | N. A. | | | |
| Annual Driveway Paving Permit- Use Form 6905P | | | 0 | \$400 | N. A. | | | |
| Divisible Load Permit | | | 0 | \$10 | N. A. | | \$10/truck/yr | |
| House Moving Permit | | | \$100 | \$300 | \$ | | | |
| Special Hauling Permit | | | \$100 | \$300 | \$ | | | |
| Miscellaneous | SIDEWALK | x | | | \$ | | | 0.00 |
| TOTALS: (Separate payments required) | | | | | | | | 0.00 |

Review fees

Sec. Deposits

Permit fees

1. **NO CASH.** Make checks payable to: **Director of Finance, County of Monroe**
2. Separate payments are required for Review Fees, Permit Fees, and Security Deposits. **They cannot be combined.**
3. Security Deposits of \$1000 or more must be paid by Mastercard/Visa, money order, cashiers, bank, or certified check.
4. Security Deposits of less than \$1000, as well as all Review Fees and Permit Fees, can be paid by personal check.

MISCELLANEOUS FEES CONTINUED

| Operation | Review Fee | Security Deposit * | Permit Fee | Operation | Review Fee | Security Deposit * | Permit Fee |
|---|------------|--------------------|------------|---|------------|--------------------|------------|
| Traffic Signal Permit | \$500 | | \$550 | Abandon Private Service | 0 | | \$50 |
| Modify Traffic Signal | \$300 | | \$500 | Roof Drain/Sump Pump Discharge to Ditch | \$50 | | \$50 |
| Storm Sewer Connection to Private Property >6" | \$100 | | \$350 | Remove Existing Access | 0 | | \$50 |
| Storm Sewer Connection to Private Property <=6" | \$100 | | \$350 | Replace Existing Culvert | \$75 | | \$150 |
| Road Closing | \$150 | | \$300 | Handicap Ramp | \$50 | | \$50 |
| Full Depth Shoulder | \$150 | | \$500 | Permanent or Temporary Sign | \$50 | | \$50 |
| By-Pass Lane | \$150 | | \$500 | Fill or Clean Drainage Ditch | 0 | | \$50 |
| Left Turn Lane | \$150 | | \$500 | Grading and Seeding | 0 | | \$50 |
| Modify Existing Commercial Access | \$150 | | \$350 | Test Pits or Soil Borings/Road | \$50 | | \$50 |
| Modify Existing Residential Access | \$75 | | \$150 | Tree Removal | \$50 | | \$50 |
| Roadway Improvements | \$150 | | \$500 | Permit Renewal | \$50 | | \$50 |
| Restriping Pavement | \$150 | | \$300 | City Site Plan Review | \$250 | | 0 |
| Sidewalk Installation/ADA Ramp | \$50 | | \$100 | School Warning Device | \$50 | | \$50 |
| Guiderail Modifications | \$50 | | \$100 | MCDOT Requested Maintenance/Relocation | 0 | | N.C. |
| Right - Of - Way Access Fee | \$50 | | \$100 | Adopt - A - Highway Program | 0 | | N.C. |
| Detour | \$150 | | \$300 | Monroe County In Bloom Program | 0 | | N.C. |
| Fire Hydrant | 0 | | \$50 | Beautification | 0 | | 0 |
| Paint Traffic Control Box | 0 | | 0 | Other-As Determined by Co. Hwy Supt. | | | |

*Security Deposits to be determined by MCDOT staff on a project by project basis

Traffic Impact Report Review Fees :

- \$1,500 for Major Traffic Impact Reports (Trip Generation > 100 vehicles/peak hour)
- \$1,000 for Minor Traffic Impact Reports (Trip Generation < = 100 vehicles/peak hour)
- \$ 500 for Traffic Analysis

SECURITY DEPOSIT POLICY

Security Deposits are required for various construction activities on County Highways. The following is a list of those activities and the associated security deposit amounts.

| Activity | Deposit | Activity | Deposit |
|---|---------|--|---------|
| Driveway Installations | \$200 | Subdivision Entrance | \$2500 |
| Piping Roadside Ditches (w/ or w/out field inlet) | \$1000 | Commercial Entrances | \$2500 |
| Open Cut Shoulder | \$2000 | Remove Curbs or Gutters | \$2000 |
| Open Cut One Lane | \$2000 | By-Pass Lane, Full Depth Shoulder | \$5000 |
| Open Cut Two Lanes | \$3000 | Turn Lane | \$10000 |
| Open Cut Three Lanes | \$4000 | Right of Way Restoration in Lawn Area | \$2000 |
| Open Cut Four Lanes | \$5000 | Bores (Road Crossing) | \$3000 |
| Parallel Cuts (Per Foot) | \$100 | Signal Permits | \$15000 |
| Modify Drainage Structure | \$5000 | Installation of Drainage Structure in pavement | \$10000 |
| PDF As-Built (as requested) | \$1000 | Connection to Storm Sewer (i.e. lateral) | \$1000 |

Open Cut > Four Lanes \$5000 + \$1000/Lane > Four Lanes

SECURITY DEPOSITS WILL BE ACCEPTED IN THE FOLLOWING FORM:

Security Deposits of \$1000 or more must be paid by:

Cashier's Check, Official Bank Check, Money Order, Certified Check or VISA/Mastercard/AMEX/Discover

Security Deposits of less than \$1000 can be paid by personal check.

Utility companies and municipalities are exempt from providing security deposits.

The security deposit will not be released until all County and/or Town requirements are met. Security Deposits will be held for at least 30 days and up to a maximum of 1 year after the work is completed to the County's satisfaction as a guarantee of the work performed in the County right-of-way.

Cost of Inspection and Supervision - If, in the accounts kept by the Monroe County Department of Transportation, costs of supervision are found to be exceedingly high, the department reserves the right to bill the permittee for actual expenses incurred by the supervision and inspection of the permittee's project.

By Legislators Long, Burgess and Maffucci

Intro. No. 285

RESOLUTION NO. 225 OF 2025

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH TOWN OF BRIGHTON FOR ALLENS CREEK ROAD, CLOVER STREET, ELMWOOD AVENUE AND WESTFALL ROAD SIDEWALK EXTENSION PROJECT PARTIALLY FUNDED THROUGH MONROE COUNTY; APPROPRIATING COMMITTED FUND BALANCE; AUTHORIZING INTERFUND TRANSFER

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or his designee, is hereby authorized to execute an intermunicipal agreement, and any amendments thereto, with the Town of Brighton in an amount not to exceed \$310,000 for the Allens Creek Road, Clover Street, Elmwood Avenue and Westfall Road Sidewalk Extension Project.

Section 2. The 2025 operating budget of the Department of Finance-Unallocated is hereby amended by appropriating committed fund balance in the amount of \$310,000 into general fund 9001, funds center 1209030000, Transfer to Other Funds.

Section 3. The Monroe County Legislature hereby authorizes an interfund transfer in the amount of \$310,000 from the Department of Finance-Unallocated, general fund 9001, funds center 1209030000, Transfer to Other Funds, to the Department of Transportation, road fund 9002, funds center 8002060000, Sidewalk Projects.

Section 4. Funding for this intermunicipal agreement will be available in the Department of Transportation, road fund 9002, funds center 8002060000, Sidewalk Projects once the interfund transfer has been authorized. This interfund transfer requires \$310,000 of additional net County support, for which the appropriation of committed fund balance is requested.

Section 5. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Intergovernmental Relations Committee; June 23, 2025 - CV: 5-0
Transportation Committee; June 24, 2025 - CV: 7-0
Ways and Means Committee; June 24, 2025 - CV: 11-0
File No. 25-0209

ADOPTION: Date: July 8, 2025

Vote: 27-0

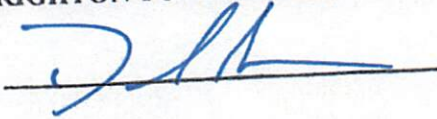
ACTION BY THE COUNTY EXECUTIVE

APPROVED: ✓ VETOED: _____

SIGNATURE: Charles Bell DATE: 7/14/2025

EFFECTIVE DATE OF RESOLUTION: 7/14/2025

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



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 9th day of July, 2025 at Brighton Town Hall (Empire State University at Rochester), 680 Westfall Road in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers



BE IT RESOLVED, that a proposed negative declaration and correspondence each dated June 20, 2025 from Junior Engineer Chad Roscoe regarding a request to the Town Board to complete the environmental review pursuant to the New York State Environmental Quality Review Act (SEQRA) relative to the Town's installation of approximately 2,150 linear feet of five foot wide ADA compliant sidewalk at: (i) Elmwood Avenue (north side) between the driveway of 3100 Elmwood Avenue and the Auburn Trail (150 linear feet); (ii) Westfall Road (south side) between Edgewood Avenue and Monroe Avenue (1,000 linear feet); (iii) Clover Street (west side) between Rowland Parkway and Esplanade Drive (500 linear feet); and (iv) Allens Creek Road (north side) between Schoolhouse Lane and Clover Street (500 linear feet), by declaring itself as lead agency and adopting the proposed negative declaration prepared by Town staff regarding said project, be received and filed; and it is further

RESOLVED, that the Town Board pursuant to SEQRA hereby declares itself as Lead Agency, has taken a hard look at the potential environmental impacts of the proposed action and made the determination that the proposed action will not have a significant adverse impact on the environment, and adopts the proposed negative declaration prepared by Town staff regarding the Town's

planned installation of approximately 2,150 linear feet of five foot wide ADA compliant sidewalk at: (i) Elmwood Avenue (north side) between the driveway of 3100 Elmwood Avenue and the Auburn Trail (150 linear feet); (ii) Westfall Road (south side) between Edgewood Avenue and Monroe Avenue (1,000 linear feet); (iii) Clover Street (west side) between Rowland Parkway and Esplanade Drive (500 linear feet); and (iv) Allens Creek Road (north side) between Schoolhouse Lane and Clover Street (500 linear feet).

Dated: July 9, 2025

William W. Moehle, Supervisor

Voting

Y

Christopher K. Werner, Councilmember

Voting

Y

Robin R. Wilt, Councilmember

Voting

ABSENT

Christine E. Corrado, Councilmember

Voting

Y

Nathaniel V. Salzman, Councilmember

Voting

Y





Public Works Department

Commissioner of Public Works – Glen Layton

Ken Hurley, P.E.
Town Engineer

August 19, 2025

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

Re: Town Hall Renovation- In/Ex Contract

Dear Councilperson Salzman and Committee Members:

At the April 10, 2024, Town Board meeting, the Board approved awarding of the Town Hall Renovation design contract to In/Ex architecture for \$820,647. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the contract, with the condition that the proposal cost for each individual consultant not be exceeded by more than 10% of their portion of the contract. Under the design contract, In/Ex had an individual cost of \$235,170 for the architectural component of the contract. Ten percent of the architectural portion of the contract would be \$23,517.

During the installation of the geothermal well piping and connection to the building, there were two incidents that concern town staff. The first incident happened when an excavator was digging a trench across the parking lot. The ditch excavation for the piping collapsed and the excavator ended up falling into the ditch. This occurred because there was a void section (air pocket below the pavement) underneath the excavator track that collapsed under the weight of the machine. The next day while continuing the trench, an unmarked and unknown water line was struck and flooded the excavation. There were no record on the plans or survey and no knowledge of this pipe from the town staff.

After discussions between town staff, the Clerk of Works and our design team, it was determined that we should look into the cost for a consultant to perform a ground penetrating radar (GPR) survey to identify any additional voids or unknown utilities underneath the parking lot. Any found voids or utilities can be added to the site plans to avoid any further complications during the anticipated site work. In/Ex Architecture has found a company (GPRS) that can provide these services under the In/Ex contract with no additional markup by In/Ex. The proposed cost for the GPR survey is \$13,975.00. I recommend that the Supervisor be authorized to sign a change order to In/Ex for this work in the amount of \$13,975.

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

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Glenn Layton



PROPOSAL



IN PURSUIT OF **100%** SUBSURFACE DAMAGE PREVENTION



UTILITY LOCATING



CONCRETE IMAGING



3D LASER SCANNING



VIDEO PIPE INSPECTION



MAPPING & MODELING



LEAK DETECTION

GPRS Intelligently Visualizes The Built World® above and below ground for customers who need accurate, efficient damage prevention, existing condition as-built documentation, or project & facility management tools. Our elite nationwide team of Project Managers are experts in locating buried infrastructure, reality capture, and mapping – delivered via SiteMap®, our digital visualization software platform, **with a 99.8% accuracy rate in utility locating and concrete imaging** – thanks to our industry-leading Subsurface Investigation Methodology (SIM).

**INTELLIGENTLY
VISUALIZING**
THE BUILT WORLD®

August 8, 2025

Client: IN/EX ARCHITECTURE PC

Project Address: 2300 Elmwood Avenue Rochester, NY 14618

Quote Number: GPRSQUOTE-222102

GPRS Opportunity Name/Number: 2300 Elmwood Avenue, Rochester NY - 2.7ac Exterior Utility Locate

Submitted By:

Jeremy Ellison

To schedule, please email:

newyorkinfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. We encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact us if you have any questions or need additional information. Visit [here](#) for an overview of our industry-leading best practices.

SCOPE OF WORK

Underground Utility: We understand the scope of work on this project is to search for underground utilities in the areas defined by the client which total up to 2.7 acres. We will attempt to trace any utilities for which structures are visible from the work area. Utilities will be marked on the surface using paint, pin flags, or other appropriate means. The client will be responsible for providing drawings or notifying GPRS of any utilities entering the work area for which there are no apparent surface features or structures visible from the work area. To avoid additional charges, the areas should be laid out, marked, and cleared of obstructions before our arrival. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

Underground Voids: We understand the scope of work on this project is ALSO to scan for voids using GPR in the areas defined by the client totaling up to 2.7ac. If potential voids are detected, we will mark the approximate boundaries of suspect areas on the surface and provide an estimated depth to the top of the reaction. GPR cannot determine the depth to the bottom of a void or calculate its volume. To avoid additional charges, the scanning areas should be laid out, marked, and cleared of obstructions before our arrival.

Please keep in mind that detecting small voids may not be possible. The farther from the surface, the larger a void would need to be for effective detection. Shallower voids are the most likely to be detected, but many factors could limit our ability to detect a void. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil conditions, or geological or geophysical information. GPRS merely reads and marks findings from retrieved data. We do not provide geophysical, geological, or engineering services. Customers should contact a professional in those fields if such services are needed. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

- GPRS is not responsible for housekeeping. Any debris, equipment, or other obstructions in the area at the time of scanning could potentially block out needed data.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.

EQUIPMENT

- **Underground Scanning GPR Antenna.** This GPR Antenna uses frequencies ranging from 250 MHz to 450 MHz and is mounted in a stroller frame that rolls over the surface. Data is displayed on a screen and marked in the field in real-time. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total effective scan depth can be as much as 8' or more with this antenna but can vary widely depending on the soil conditions and composition. Some soil types, such as clay, may limit maximum depths to 3' or less. As depth increases, targets must be larger to be detected, and non-metallic targets can be challenging to locate. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)

- **Traceable Rodder.** The rodder consists of a copper wire encased in fiberglass. This device is pushed through a pipe with direct access, such as a sewer line at a cleanout or a storm drain catch basin. Operators then induce a current on the wire and trace the signal from the surface. The maximum traceable depth is 10' depending on the soil conditions, and the maximum distance is 200'. Inserting the rodder into deeper pipes within manholes may not be feasible depending on site conditions. GPRS will not access electrical conduits. The signal is not detectable through metallic pipes. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)

Supporting Documentation



2300 Elmwood Ave
Building



- 2300 Elmwood Ave, Rochester, NY 14618
- Suggest an edit on 2300 Elmwood Ave
- Add a missing place
- Add your business
- Add a label
- Your Maps activity

Photos



Directory



PROJECT COSTS

| SERVICE | DESCRIPTION |
|---------------------------|---|
| FIELD SERVICES | Described on Page 2 |
| JOB SUMMARY REPORT | PDF including a brief description of equipment used, findings, limitations, and site photos sent at the conclusion of every job. |
| SITEMAP® PERSONAL LICENSE | Findings will be collected with GPS and made available on SiteMap to access the automated deliverable PDF Map, KMZ, SHP files and map viewer access on SiteMap. Results are not survey-grade accuracy. For more information, please visit: Link |
| FORMAL REPORT | Detailed report of findings with photos, example data, and a site sketch (if applicable) in addition to the basic summary report that is included with every job. See example: Link |
| TOTAL | \$13,975.00 |

GENERAL TERMS & CONDITIONS

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and the Authorized User License Agreement for SiteMap® Accounts at [Link](#) and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail.

- Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
- It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, removing and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
- GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. The customer acknowledges understanding that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed. Data collected during may only be suitable for use within the scope of this proposal.
- If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
- Time-on-site in excess of 8-hours will be billed at overtime rates.
- This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 6am-5pm Monday-Friday will be billed at overtime rates.
- These rates assume that there are certified payroll and/or prevailing wage requirements for this work. If GPRS receives notice that these conditions change, the project costs will be modified accordingly and a change order may be required.
- If this proposal is not accepted within 90 days of August 8, 2025, then the pricing may be subject to review.
- If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500 per requested technician.
- If your project is in WV, SD, NM, or HI: State sales tax is not included in the total on this proposal, but will be included on the invoice.
- Payment Terms are Net 30; or as specified if a current Master Service Agreement is in place.

ACCEPTED AND AGREED

Print Name: _____ Signature: _____ Date: _____

Company Phone/Email: _____ PO #: _____ Job #: _____