

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

**Meeting Date: Tuesday, November 3, 2015 (3:30 pm)  
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the October 20, 2015 meeting.
2. Contract for Cable Television Programming (Cable) – Request from MaryAnn Hussar for Town Board action to authorize the Supervisor to execute a renewal agreement with Electronic Field Productions Inc. for cable television programming and production services for 2016 in an amount not to exceed \$48,000 (see letter from M. Hussar).
3. Appoint Part-Time Permanent Court Attendant (Court) – Request from Dianne Burdett for Town Board action to appoint an on-call employee to the open position of permanent part-time Court Attendant effective November 11, 2015 (see letter from D. Burdett).
4. Discussion – Review with Jerry Doberstein of Paris Kirwan regarding the 2016 workers' compensation program renewal and presentation by Comp Alliance.
5. Declare Equipment as Surplus (Highway) – Request from Tim Anderson for Town Board action to declare certain equipment as surplus and authorize for disposal via auction or as junk (see letter from T. Anderson).
6. Renewal of Intermunicipal Agreement with Town of Pittsford (Highway Dept.) – Request from Tim Keef for Town Board action to authorize the Supervisor to execute a renewal agreement with the Town of Pittsford for snow and ice control services on Allens Creek Road for the 2015-16 season at the County's reimbursement rate (see letter from T. Keef).
7. Promotion to Motor Equipment Operator (Highway) – Request from Tim Keef for Town Board action to promote a particular person to the position of Motor Equipment Operator within the Highway Department effective November 16, 2015 (see letter from T. Keef).
8. Budget Appropriation of CDBG Sidewalk Funding (Public Works) – Request from Mike Guyon for Town Board action to appropriate \$66,575 in pre-authorized grant funding from the Monroe County Community Development Block Grant program (see letter from M. Guyon).

9. Health Declination Policy for Non-Represented Employees - (Finance/Personnel) – Request from Suzanne Zaso and Tricia VanPutte for Town Board action to adopt a policy for non-represented, non-elected, full-time employees who decline health insurance through the Town (see memo from S. Zaso and T. VanPutte).
  
10. Discussion - Medical insurance for domestic partners.

The next regularly scheduled meeting of the FASC will be held **Tuesday, November 17, 2015 at 3:30 pm**, in the Stage Conference Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.



**TOWN OF BRIGHTON**  
Communications Department

29

October 28, 2015

Honorable Finance Committee and  
Members of the Town Board

Re: Agreement with Electronic Field Productions.

Dear Honorable Members:

I respectfully request authorization for the Supervisor to enter into an agreement with Electronic Field Productions Inc. for provision of video production and cable television management services for 2016 at the same 2015 annual cost of \$48,000.00.

Funds for this agreement are available in the adopted 2016 budget.

Thank you for your consideration.

Sincerely,

MaryAnn Hussar  
Assistant to the Supervisor

xc: Suzanne Zaso, Director of Finance

AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Electronic Field Productions, Inc., with offices at (or residing at) 155 Sanford Street, Rochester, New York 14620, hereinafter referred to as the "Contractor".

WITNESSETH

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

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

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

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

**A. Live Cablecast of Brighton Town Board Meetings**

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

Set up and operation of video equipment for cablecast of Town Board meetings, provide technicians including Director/technical director, Remote Camera Operator, Audio engineer, provide DVD and tape master using Gold DVD's and up to three additional copies as required by Town Supervisor and/or other authorized representative/s of same.

- Maintain Video Archive Library of Town Board Meetings
- Maintain on-site and offsite storage back-up systems
- Manage live web streaming of Town Board Meetings to Town Website
- Manage web uploads of pre-recorded meetings and videos to Town Website and YouTube On-Demand Page
- Provide and manage all media endeavors that support the open Government methodology

**B. Location Video Production**

Utilize the Town's equipment to record video and audio for the Town as needed.

**C. Cable Television Operations**

Perform operation and general maintenance of the Brighton Cable Television facility located at the Brighton Town Hall, including but not limited to the loading of video content to the Leightronix UltraNexus 2+2 video server, preparation of graphics for community video bulletin boards on channels 12 and 15, the programming of UltraNexus computer system for cable-casting per program schedule, preparation of the program schedule for channels 12 and 15, duplication of Town Board meeting DVD's.

Work with the Brighton School District who shares air time of Channel 12 between the hours of 7:00 a.m. – 7:00 p.m.

Work with Time Warner Cable to ensure proper broadcasting services for PEG access (Public, Education and Government Broadcasting).

2. The term of this agreement shall be from January 1, 2016 to December 31, 2016.

This contract may be terminated by the Town of Brighton upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed Forty Eight Thousand DOLLARS (\$48,000.00). Said sum shall be paid as follows:

Monthly Installments of \$4,000/month; Invoices payable within 30 days.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Assistant to the Supervisor, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

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

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

2d.

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

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

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

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

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

Town of Brighton

By: \_\_\_\_\_  
William W. Moehle, Supervisor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Electronic Field Productions]

Date: \_\_\_\_\_

EFP Fed. I.D.# \_\_\_\_\_



# Town Of Brighton

*Operations Center*

1941 Elmwood Ave. / Rochester, New York 14620 / Phone (585) 784 - 5280 Fax (585) 784 - 5385

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October 27, 2015

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

Re: Authorize Disposal of Equipment

Honorable Members:

I recommend that the following equipment be declared surplus to our needs:

2002 Elgin Pelican Street Sweeper	S/N P3798-D
Lifepak 500 AED	Asset #4997

I further recommend that I be authorized to dispose of the street sweeper through Roy Teitsworth via an online auction or at a municipal auction scheduled for spring of 2016. The Lifepak 500 AED is not serviceable and has no value, and is to be disposed of as junk.

Sincerely,

Timothy J. Anderson  
Deputy Highway Superintendent

Cc: S. Zaso  
A. Banker  
M. Hussar  
T. Keef



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# Town of Brighton

MONROE COUNTY, NEW YORK

## DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

PHONE: (585)784-5250 FAX: (585) 784-5368

November 2, 2015

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

re: Snow and Ice Control of Allens Creek Road Agreement  
with the Town of Pittsford (2014/2015)  
15 16

Dear Chairperson Werner and Committee Members:

As you are aware, the Towns of Brighton and Pittsford have previously entered into an IMA for the Town of Brighton to perform snow and ice control upon that portion of Allens Creek Road within the Town of Pittsford. At this time I am requesting your support to renew the IMA for the upcoming season. The Town of Pittsford reimburses us at the same rate that the County reimburses us for the same service upon County Roads. Therefore, I request that the Finance and Administrative Services Committee recommend that the Supervisor be authorized to execute this document.

As always, thank you for your consideration. I will be in attendance at your specially scheduled November 3, 2015 meeting in the event that you have any questions regarding this matter.

Sincerely,

Timothy E. Keef, P.E.  
Commissioner of Public Works

TEK/wpd

cc: T. Anderson  
S. Zaso  
A. Banker  
M. Hussar  
K. Gordon



**TOWN OF BRIGHTON**  
MONROE COUNTY, NEW YORK  
DEPARTMENT OF PUBLIC WORKS

Ja.

November 2, 2015

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

Re: 2013, 2014, & 2015 CDBG Sidewalk project  
Transfer of Funds.

Dear Councilperson Werner and Committee Members:

The Town of Brighton applied for and received Community Development Block Grant, CDBG, funding in 2013 to construct sidewalks along the south side of Crittenden Road from the Crittenden Way Apartments to the West Henriette Road intersection. The grant amount was \$32,625 and the project was included in the 2014 Town budget. West Henrietta Road is a New York State Road and the proposed sidewalk improvements were subject to review and approval from the NYSDOT. Their review of the project concluded in April 2015.

Town staff prepared construction documents and advertised the project for bid in 2015. Bids were received in May 2015 and the apparent low bid for the project was \$199,187.30 which far exceeded the project budget. The bids were rejected by the Town in May 2015. In lieu of re-bidding the project the Town contacted Espana Enterprises who currently have a contract with Monroe County for concrete sidewalks and requested a quote to complete the work as shown on the bid documents. Espana's quote, \$184,825.00 also exceeded the project budget. We met with Espana to investigate the basis of the 2013 CDBG project bid amount. Espana indicated that the NYSDOT conditions placed on the work hours and the extensive traffic control escalated the construction cost of the project.

Concurrent to the development of the design drawings for the 2013 CDBG sidewalk project and unaware of the bid results, the Town applied for 2014 CDBG funding, \$94,700, to extend sidewalks along the south side of Crittenden Road from the West Henriette Road intersection to East Squire Drive. The Town received partial 2014 CDBG funding, \$34,750, for the project. Town staff strategized that the 2015 CDBG grant funding application would request the remaining funds and the sidewalks would be constructed in two phases during a two year period. The Town received a portion of the 2015 CDBG funding, \$40,000, for the project.

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<http://www.townofbrighton.org>



November 2, 2015:

86.

Based on our discussion with Espana Enterprises regarding the proposed 2013 project, it was apparent that the 2013 – 2015 CDBG grants were not sufficient to fund sidewalk improvements that involved NYSDOT approval. As an alternative, we presented a modified project to Rich Mikiciuk of Monroe County. The modified project included extending sidewalks along the south side of Crittenden Road westerly from East Squire Drive to the eastern most drive of the Crittenden Corners Plaza. The modified project does not involve NYSDOT jurisdiction. Mr. Mikiciuk was agreeable to the revised project and Town staff developed plans and obtained a quote to complete the work from Espana Enterprises. Espana's quote, \$72,778, was within the available funding and Espana was authorized to construct the sidewalk.

The 2015 budget provided \$40,800 of funding for new sidewalk construction. In order to account for the funding associated with the prior year's sidewalk project we are requesting that an additional \$66,575 be appropriated into the townwide sidewalk construction account, (A.DPW.5410.2.65). This funding is fully supported by an increase in grant funding of the same amount. Understand that at present the CDBG funding exceeds the cost of the current project by \$34,587.00. Town staff is in discussions with Rich Mikiciuk of Monroe County to identify a project that is eligible for this funding.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled November 3, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,



Michael E. Guyon  
Town of Brighton

