

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

**Meeting Date: Tuesday, August 14, 2012 (3:30 pm)
Location: Stage Conference Room, Brighton Town Hall**

1. Professional Services Agreement for Veterinarians and Veterinary Technicians for Rabies Clinic (Police Dept.) – Request from Chief Mark Henderson for Town Board action to authorize the Supervisor to execute agreements for professional services with two (2) veterinarians and two (2) veterinary technicians for services at the annual rabies clinic on Saturday, October 13, 2012. Total amount for these services will not exceed \$520. Funds have been budgeted in Animal Control for this purpose (see letter from M. Henderson).
2. Resignation of School Traffic Guard (Police) – Request from Chief Mark Henderson for Town Board action to accept the resignation of Ms. Colleen Gill from the position of School Traffic Guard PT effective August 6, 2012 (see letter from M. Henderson).
3. Appoint School Traffic Guard (Police) – Request from Chief Mark Henderson for Town Board action to appoint Ms. Marilyn Wamp to the permanent part-time position of School Traffic Guard at a rate of \$10,261 annually effective August 27, 2012 (see letter from M. Henderson).
4. Contract with Skycoasters for July 4, 2013 Celebration (Recreation) – Request from Jerry LaVigne for Town Board action to authorize the Supervisor to execute an agreement with the Skycoasters for the performance at the 2013 July 4th celebration in an amount not to exceed \$3,500. Funding will be available from donations or through the Recreation's celebrations budget (see letter from J. LaVigne).
5. Donations for July 4th (Recreation) – Request from Jerry LaVigne for Town Board action to accept donations totaling \$7,350 from various corporate sponsors for the July 4th, 2012 celebration (see letter from J. LaVigne).
6. Contract for Construction Observation Services at the Reserve (Public Works) – Request from Mike Guyon for Town Board action to award a contract to Chatfield Engineering to provide full time construction observation services to oversee the installation of the stormwater management system and public infrastructure at the Reserve Subdivision. These expenses will be fully reimbursed by the developer or their contractor (see letter from M. Guyon).

7. Contract Amendment and Budget Amendment for U or R Environmental Review (DPW/Planning) – Request from Ramsey Boehner for Town Board action to authorize the Supervisor to execute an amendment to the agreement with Stantec Consulting Group Inc. for the environmental review services as related to the University of Rochester South Campus I.P.D. An additional cost of \$9,600 is estimated bringing the total contract amount to \$58,600, all of which has or will be fully reimbursed to the Town by the U of R. Authorization is also sought to amend the 2012 Building and Planning Budget for engineering services by \$9,600 to be fully supported by an increase in revenues-contractor expense reimbursement (see letter from R. Boehner).
8. Contract Amendment and Budget Amendment for Clinton Crossings Corporate Center Environmental Review (DPW/Planning) – Request from Ramsey Boehner for Town Board action to authorize the Supervisor to execute an amendment to the agreement with Stantec Consulting Group Inc. for the environmental review services as related to the Clinton Crossings Corporate Center (formally known as Senator Keating Blvd Office Project). An additional cost of \$14,915 is estimated bringing the total contract amount to \$50,915, all of which will be fully reimbursed to the Town by the applicant. Authorization is also sought to amend the 2012 Building and Planning Budget for engineering services by \$14,915 to be fully supported by an increase in revenues-contractor expense reimbursement (see letter from R. Boehner).
9. Request to Seek Proposals for Actuarial Services (Finance) – Request from Suzanne Zaso for Town Board authorization to seek proposals for actuarial services relating to Other Post-Employment Benefits (OPEB) in accordance with GASB 45 provisions for valuating and disclosing these costs (see memo from S. Zaso).
10. Discussion Only – Discussion regarding bank courier services.

The next regularly scheduled meeting of the FASC will be held **Tuesday, September 4, 2012, 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.



Mark T. Henderson
Chief of Police

Town of Brighton

POLICE DEPARTMENT
2300 Elmwood Avenue
Rochester, New York 14618-2196



Emergency 911
Administrative (585) 784-5150
Fax: (585) 784-5151

July 5, 2012

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

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement for professional services between the Town of Brighton and two veterinarians, as well as two veterinary technicians, for veterinary and related services to be performed at our annual Rabies Clinic on Saturday, October 13, 2012. The terms and rates for the services provided pursuant to this agreement are unchanged from last year, with a total amount for services not to exceed \$520.00. There is sufficient funding in the 2012 Animal Control budget to support this request.

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

Sincerely,

Mark T. Henderson
Chief of Police

MTH:dm

c: Captain Robert Cline
David Ewell, Animal Control Supervisor

16.

A G R E E M E N T

THIS AGREEMENT, made this ____ day of _____, 20____,
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 _____, with offices at
(or residing at) _____,
hereinafter referred to as the "Contractor".

W I T N E S S E T H

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

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

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

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

1c.

- a. Perform intramuscular immunization of cats and dogs and domesticated ferrets against rabies at clinics to be held at the Town of Brighton Highway Department facilities located at 1941 Elmwood Avenue, Rochester, New York 14620.
- b. Supervise animal handler technicians to assist in restraint of animals for safe immunizations. These animal handlers are direct employees of the Contractor, and will be directly compensated by the Contractor per the payment terms specified in Clause 3.
- c. Sign a certificate of immunization to be provided to each pet owner after the pet is immunized, to be used by the owner for documentation as required within Monroe County for pet licensing by the municipalities.
- d. Vaccine and other supplies will be provided by the County.

2. The term of this agreement shall be from October 13, 2012 to October 13, 2012. 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 \$60.00 per hour for veterinarian services and \$25.00 per hour for animal handlers technician services, total amount not to exceed \$520.00. Said sum shall be paid as follows:

Id.

Upon submission of properly completed and executed Town of Brighton claim vouchers for all services rendered. Such voucher shall specify the number of hours of veterinarian services provided, the number of animal handlers technician services provided, and the respective reimbursement amounts due.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the Chief of Police, 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, and 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 annually budgeted therefor.

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 monies which are or will become due

1e.

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, and said status being that of an independent contractor, and that is, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, nor 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.

17.

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

By: _____

(Print Name)

Fed. I.D. # or Social Security #



Mark T. Henderson
Chief of Police

Town of Brighton

POLICE DEPARTMENT
2300 Elmwood Avenue
Rochester, New York 14618-2196



Emergency 911
Administrative (585) 784-5150
Fax: (585) 784-5151

August 6, 2012

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

Dear Board Members,

I have received written notification from School Traffic Guard (Part-Time) Colleen Gill that she will not be returning to her position.

Ms. Gill has served the Town of Brighton with distinction for 10 years, working a very busy Twelve Corners post.

I request that the Honorable Town Board accept the resignation of Ms. Colleen Gill from the position of School Traffic Guard (Part-Time) effective August 6, 2012.

Sincerely,

A handwritten signature in black ink that reads "Mark T. Henderson".

Mark T. Henderson
Chief of Police

xc: Gary Brandt, Director of Personnel
Suzanne Zaso, Director of Finance

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August 6, 2012

Hello, Julie!

I'm writing to give notice that I will no longer be available for my crossing guard post at 12C Monroe and Elmwood. It's been a great ten years!

Thank you,

Colleen Gill

(585) 506-2074



Town of Brighton

POLICE DEPARTMENT
2300 Elmwood Avenue
Rochester, New York 14618-2196



Mark T. Henderson
Chief of Police

Emergency 911
Administrative (585) 784-5150
Fax: (585) 784-5151

August 6, 2012

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

Dear Board Members,

With the resignation of School Traffic Guard (Part-Time) Colleen Gill there currently exists a vacancy in the position of School Traffic Guard (Part-Time). Ms. Marilyn Wamp has served in the capacity of a School Traffic Guard (Part-Time) *On-Call* and has been chosen to fill the vacancy.

Ms. Wamp is a resident of the Town of Penfield and is a retired customer service representative.

I request that the Honorable Town Board approve the appointment of Ms. Marilyn Wamp to the position of School Traffic Guard (Part-Time) effective August 27, 2012 at an annual rate of pay of \$10,261.00.

Sincerely,

A handwritten signature in cursive script that reads "Mark T. Henderson".

Mark T. Henderson
Chief of Police

xc: Gary Brandt, Director of Personnel
Suzanne Zaso, Director of Finance



TOWN OF BRIGHTON

RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

220 Idlewood Road
Rochester, NY 14618
<http://www.townofbrighton.org>

(585) 784-5260
Fax: (585) 784-5365
TTY: (585) 784-5381

4a.

August 3, 2012

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

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with the Skycoasters for the 2013 July 4th celebration. The cost for their performance will be \$3,500, and funding will be available from donations, or through our celebrations budget if needed. As part of their agreement, the Skycoasters are required to submit a certificate of insurance, naming the Town as certificate holder and additionally insured. The certificate will be received prior to the event.

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

Sincerely,

Jerry LaVigne
Director of Parks and Recreation

Please sign and return ONE copy by August 25, 2012, along with your deposit due (noted below) in order to secure your date/time. If we do not hear back from you by this due date, this contract is null and void.

46.

* the Skycoasters *

12 Windchase Rise
Fairport, NY 14450
(585) 223-0999

This contract made on July 17, 2012, by and between the presenter and the undersigned performed as leader or attorney-in-fact and such extras as the said performer(s) may secure.

Presenter: Town of Brighton

Dates: Thursday, July 4, 2013

Location: Meridian Center

Type of Event: July 4 Celebration

Start/Finish Time: 8:00 – 9:30 p.m.
(Presenter will provide stage and tent cover at their expense)

Terms Agreed Upon: \$3,500.00

The Presenter agrees to provide the following at **NO CHARGE** to the Skycoasters. If any of these listed items cannot be made available, please advise us, as we will be glad to work with you to make adjustments, or alternative arrangements. Contact name/number at your event site with whom we can discuss set-up details – _____

ELECTRICITY: The Venue Electrician is requested to be available during set up and tear down. The electricity requirements are one of two options: (Option #1) – 12 separate 120V 20A outlets located at the stage or (Option #2) – A 120/240 Volt 100 Amp single phase disconnect located within 75 feet of the stage.

STAGING: All staging, platforms, and dance flooring, need to be assembled and in place prior to the arrival of the Skycoasters' crew. For smaller shows (i.e., weddings), if you do not want the band on a stage, that is fine...it is your choice. If you do choose to have a stage, we request an overall stage size of 20' x 24' or larger (can fit into smaller space if need be) and the entire stage can be one level. For **larger shows**, a riser as noted below is required:

RISER: A drum riser measuring 8' wide and 8' deep x 1' high and should be located in the center towards back of stage.

PARKING: Please reserve parking spaces for the Skycoasters' vehicles (two trucks and a bus), adjacent to the event location.

WEATHER: If the performance is to be outside, the presenter is requested to provide protection, such as a stage roof (covering) and plastic or tarps for instruments, sound and lighting equipment, in case of rain or other inclement weather.

HOSPITALITY: It would be appreciated if you could provide cold soft drinks and a sandwich platter for the crew (approximately 8 people) as they usually set up for the show in the late afternoon/early evening and then stay right on through the evening for the show. If the band members are working through a dinner time also, it would be appreciated if you would include enough sandwiches/soft drinks for the 9 band members. Feel free to call our office to discuss this and we can decide what time the crew will actually set up for your show.

DRESSING ROOM: If possible, a dressing room prior to, and during the show, would be appreciated for changing costumes.

Please Note: NO deposit is due with this signed contract. Full amount is due the night of the performance and you can give the Skycoasters LLC check to J. Boone.

This contract shall bind and benefit the parties jointly and severally, and each and any performer or extra may enforce it. This contract constitutes the entire agreement between the parties with respect to its subject matter. It cannot be changed or waived in whole, or in part, except by a signed writing.

Presenter: _____

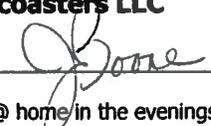
Auth. Signature _____

Office # _____

Home # _____

Fax # _____

Performer: Skycoasters LLC

Auth. Signature  _____

(Secretary – Barbara @ home in the evenings – (585) 223-9524)

Fax # (585) 223-9524

Tax I.D. #16-1437850

The Skycoasters were Voted #1 Band in Rochester!
We look forward to your event and delighting you and your audience!

5.



TOWN OF BRIGHTON

RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

220 Idlewood Road
Rochester, NY 14618
<http://www.townofbrighton.org>

(585) 784-5260
Fax: (585) 784-5365
TTY: (585) 784-5381

August 3, 2012

Finance Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Finance Committee Members:

I respectfully request your permission to accept the following donations that were made by various corporate sponsors for our July 4th celebration. Their contributions are as follows:

Hurlbut Nursing Home	\$3,200.00
Wegmans	\$2,000.00
Paris Kirwan Associates	\$250.00
JP Morgan Chase	\$300.00
Canandaigua National Bank	\$100.00
Waste Management	\$1,000.00
Stantec	<u>\$500.00</u>
Total	\$7,350.00

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

Sincerely,

Jerry LaVigne
Director of Parks and Recreation



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

6.

August 14, 2012

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

Re: The Reserve Subdivision
Construction Observation Services Request for Qualifications

Dear Councilperson Werner and Committee Members:

Requests for proposal for the above referenced services were forwarded on July 26, 2012 to eleven local engineering firms. The Town received seven responses to the RFP on August 8, 2012.

Town Staff reviewed the proposals for completeness and ranked each firm based upon their understanding of the project, expertise, technical competence, staff assigned to the project and the hourly rate of the staff assigned to the project. Chatfield Engineering's RFP ranked best among those submitted. The RFP demonstrated that Chatfield Engineering understands the project and that they are qualified to provide the construction observations services requested. In addition, their hourly rate for the construction observer, \$58/hr in 2012 and \$60/hour in 2013 was the lowest rate provided.

Therefore, I am requesting that FASC recommend that the Town Board award the contract to perform the construction observation services for the Reserve Subdivision to the low, responsible and responsive bidder, Chatfield Engineering.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled August 14, 2012 meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon, P.E.
Town Engineer

cc: S. Zaso
T. Keef
Mary Ann Hussar



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

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August 10, 2012

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

Re: Stantec Contract Amendment
Environmental Review for University of Rochester Institutional Planned Development

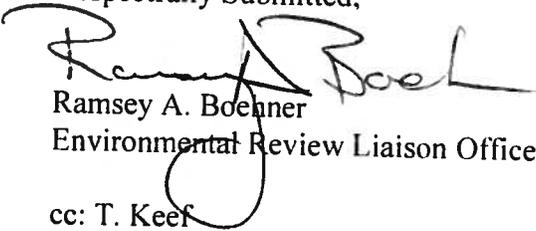
Honorable Members:

In 2007 the Town of Brighton entered into a contract with Stantec to assist with the review of the environmental assessment associated with the University of Rochester Institutional Planned Development. The total contract amount is \$49,000. The applicant has submitted a Final Generic Environmental Impact Statement (FGEIS) along with a revised land use plan and highway network. The applicant plans on continuing the environmental review process for the project. While funds remain in the contract to provide this assistance, Stantec salary costs have gone up. Stantec also needs to familiarize themselves on what Applicant is proposing and if there are any notable changes.

Stantec's estimates that an additional \$9,600 is needed to complete the contract scope of services. I request authorization to amend the contract by \$9,600 for a new total contract amount of \$58,600.

The cost of the services are reimbursable by the applicant. To accomplish this, I further request that the 2012 Building and Planning Department account A.DPW.8020.452 be increased by \$9,600 to be fully supported by an increase in revenue account A.DPW.8020.2560 by the same amount.

Respectfully Submitted,


Ramsey A. Boenner
Environmental Review Liaison Officer

cc: T. Keef
S. Zaso



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TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

August 10, 2012

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

Re: Stantec Contract Amendment
Environmental Review for Clinton Crossings Corporate Center formerly known as
Senator Keating Boulevard Office Project

Honorable Members:

In March of 2008 the Town of Brighton entered into a contract with Stantec to assist with the review of the environmental assessment associated with the Clinton Crossings Corporate Center project. The total contract amount was \$36,000. The applicant is in the process of updating the Draft Environmental Impact Statement (DEIS) for the project and plans on continuing the environmental review process for the project. While funds remain in the 2008 contract to provide this assistance, Stantec salary costs have gone up since 2008. Stantec also needs to familiarize themselves on what Applicant is proposing and if there are any notable changes in the DEIS.

Stantec's estimates that an additional \$14,915.00 is needed to complete the contract scope of services. I request authorization to amend the original contract by \$14,915.00 for a new total contract amount of \$50,915.00.

The cost of the services are reimbursable by the applicant. To accomplish this, I further request that the 2012 Building and Planning Department account A.DPW.8020.452 be increased by \$14,915.00 to be fully supported by an increase in revenue account A.DPW.8020.2560 by the same amount.

Respectfully Submitted,

Ramsey A. Bochner
Environmental Review Liaison Officer

cc: T. Keef
S. Zaso





SUZANNE ZASO, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
Phone (585) 784-5210 Fax (585) 784-5396

9.

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *sz*
Date: August 14, 2012
Subject: Request for Proposals - Actuarial Services for Other Post-Employment Benefits (GASB 45)

In accordance with GASB 45 provisions for valuating and disclosing the cost of Other Post-Employment Benefits (OPEB), the Town must obtain a full valuation of these benefits (which consists of health insurance in retirement) for the fiscal year ending 12/31/12.

In accordance with policy for professional services, I am requesting authorization to seek proposals for these services. I will return with a recommendation to the Board once I have received the proposals.

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.

Copy to: K. Gordon