

MINUTES OF TOWN BOARD MEETING
OF THE TOWN OF BRIGHTON, COUNTY OF
MONROE, NEW YORK, HELD AT THE
BRIGHTON TOWN HALL, 2300 ELMWOOD
AVENUE, ROCHESTER, NEW YORK
FEBRUARY 13, 2013

PRESENT:

Supervisor William Moehle	
Councilmember James Vogel	
Councilmember Christopher Werner	Kenneth Gordon, Attorney for the Town
Councilmember Louise Novros	Daniel Aman, Town Clerk
Councilmember Jason DiPonzio	Jerry LaVigne, Director of Recreation
Mark Henderson, Police Chief	Suzanne Zaso, Director of Finance
Mike Guyon, Town Engineer	Maryann Hussar, Assistant to the Supervisor

EXECUTIVE SESSION:

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel to go into executive session at 6:48 PM to discuss the employment of a particular person

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to come out of executive session at 7:05 PM

MEETING CALLED TO ORDER AT 7:09 PM:

RECOGNITIONS/PRESENTATIONS:

African American History Month Proclamation
Presented to: Dr. Iris J. Banister
Dr. David Anderson

OPEN FORUM:

Marjorie Alaimo
David Snyderman
Joshua Barouth
Judy Schwartz

APPROVAL OF AGENDA:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

BIDS:

MATTER RE: Authorize bid award to Corwin Road Bridge Preventative Maintenance and authorize Supervisor to execute necessary change orders (see Resolutions #1 and # 2; letter from Mike Guyon, P.E., Town Engineer, dated February 1, 2013)

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute a contract with LaBella Associates to provide construction inspection services for the "Corwin Road Bridge Preventive Maintenance" project for a cost not to exceed \$60,000.00 contingent upon review and approval of the form of the contract by the Attorney for the Town

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award to Penny Lane Printing and Supervisor to execute contract for 2013 printing of town newsletter, with renewal option for two one-year extensions (see Resolution #3; letter from Jerry LaVigne, Director of Recreation, Parks and Community Service Department, dated February 1, 2013, with attachment)

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 3 attached

COMMUNICATIONS:

FROM Chris Mueller, Director, Government Relations, Time Warner Cable, dated February 1, 2013, updating on developments affecting Time Warner Cable subscribers

FROM Jackie Porte, thanking Officer Mark Skidmore for helping her after an auto accident

FROM The Honorable Louise M. Slaughter, Member, U.S. Congress, dated January 28, 2013, expressing pleasure in representing Brighton residents in Congress and advising that members of her staff will be contacting Town officials to discuss projects and issues important to Brighton

FROM Brian C. Emelson, CPRP, dated January 28, 2013, commending the Town for its Pedestrian and Bicycle Master Plan and offering support for the plan

FROM Allison P. O'Malley, Chair, Rochester/Monroe County Domestic Violence Consortium, dated January 29, 2013, inviting Supervisor Moehle to attend the "Domestic Violence: It's More Than You Think" annual Legislative Breakfast on Domestic Violence

FROM Ronald J. Paprocki, Senior Vice President for Administration and Finance and Chief Financial Officer, University of Rochester, dated January 4, 2013, confirming their voluntary contribution to the Town with respect to property known as The Highlands at Brighton

FROM Geraldine G. Wiess, received January 28, 2013, commending Rich and Deb Wagner, for the all the personal time and energy they devote to the annual event they organize to provide a free lunch, warm clothes and blankets to homeless veterans on December 7th, Pearl Harbor Remembrance Day

FROM Joseph J. Martens, State of New York Department of Environmental Conservation, dated January 22, 2013, responding to Supervisor Moehle regarding DEC's extending the comment period for regulations associated with High-Volume Hydraulic Fracturing (HVHF)

FROM Monroe Community College, 2012 President's Report

FROM Marjorie Alaimo to Town Board with questions and comments about various Town matters including residents need to know how Town Board members vote on various issues; the proposed project for the segment of Monroe between I-590 and Clover, Town Hall restroom signage, etc.

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel that the aforementioned communications be received and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Community Services – Next Meeting 2/25/13 at 4:30 PM at Brookside
 Finance and Administrative Services – Next meeting to be determined
 Public Safety Services – Next meeting 3/12/13 at 8:00 AM in Downstairs Meeting Room
 Public Works Services – Next meeting 3/4/13 at 9:00 AM in Downstairs Meeting Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Supervisor read and approve for payment the claims as set forth in Exhibit No. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute contract with Young Explosives for 2013 July 4th fireworks display (see Resolution #4; letter from Jerry LaVigne, Director of Recreation, Parks and Community Service Department, dated January 25, 2013, with attachment)

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute professional services contract with Perinton Publishing for distribution of Town newsletter in 2013 (see Resolution #5; letter from Jerry LaVigne, Director of Recreation, Parks and Community Service Department, dated January 31, 2013, with attachment)

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 6 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute contract with Task Force Lighting for provision of police vehicle set up services in 2013 (see Resolution #6; letter from Mark T. Henderson, Chief of Police , dated January 28, 2013, with attachment)

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 7 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize acceptance of donation to Brighton Police Department from Mr. Roy T. Bruno, Jr. (see Resolution #17; letter from Mark T. Henderson, Chief of Police, dated February 5, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize renewal of service agreements for 2013 with court's stenographers, language interpreters and interpreters for hearing impaired (see Resolution #7; letter from Dianne Burdett, Administrative Court Clerk, dated January 11, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize declaration of two Bobcat skid steer loaders as surplus equipment and trade in as part of the factory Bobcat Equipment Buy Back Program (see Resolution #8; letter from Timothy E. Keef, P. E., Commissioner of Public Works/ Highway Superintendent , dated January 25, 2013)

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize through Oneida County contract the purchase of 2014 Mack dump truck for Highway Department (see Resolution #9; letter from Timothy E. Keef, P.E., Commissioner of Public Works/Highway Superintendent, dated February 4, 2013)

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 11 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize appropriation in Home Acres Neighborhood Improvement District's 2013 maintenance budget, to be fully supported by increased revenues from insurance recoveries, to fix entrance wall damaged by motorist (see Resolution

#10; letter from Timothy E. Keef, P.E., Commissioner of Public Works/Highway Superintendent, dated February 4, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize contract with Heaster Building Restoration, Inc. for rebuilding/restoration of the pier at 150 Westland Drive (see Resolution #11; letter from Chad Roscoe, Junior Engineer, dated January 30, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 13 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Counselor Wayne Vander Byl for employee training (see Resolution #12; memorandum from Gary Brandt, Director of Personnel & HR, dated January 30, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 14 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize amendment to 2013 Town budget to recognize previously accepted grant awarded from NYS Hazardous Abatement Board for employee safety training, increasing appropriations under contracted services in Highway Administration to be fully supported by increase in NYS aid (see Resolution #13; memorandum from Suzanne Zaso, Director of Finance, dated February 1, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 15 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreements with JPMorgan Chase Bank, N.A. for a Pledge and Assignment Agreement, and a Collateral Undertaking Agreement (see Resolution #14; memorandum from Suzanne Zaso, dated February 1, 2013)

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 16 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize agreement with JPMorgan Chase, N.A. to provide merchant services for credit card payments processing (see Resolution #15; memorandum from Suzanne Zaso, Director of Finance, dated February 1, 2013)

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 17 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize various necessary budget transfers and appropriations to the 2012 budget as part of the year-end financial close process (see Resolution #16; memorandum from Suzanne Zaso, Director of Finance, dated February 1, 2013)

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 18 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Set public hearing for proposed removal of trees at 35 Monterey Road, 60 Greenaway Road, 68 Greenaway Road and 76 Cheswell Way (see Resolution # letter from Timothy E. Keef, P.E., Commissioner of Public Works/Highway Superintendent, dated February 7, 2013)

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 19 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize a Conditional Offer of Employment as a Brighton Police Officer to Richard T. Kosakowski, Jr. at a starting salary of \$59, 610.00 contingent on successful completion of all requisite testing, evaluations and approvals, for a probationary period of twenty-six weeks starting March 9, 2013.

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 20 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

EXECUTIVE SESSION:

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner to go into executive session at 9:16 PM to discuss matters of litigation

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel to come out of executive session at 10:50 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED:

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros to adjourn at 10:51 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

CERTIFICATION:

I, Daniel Aman, 131 Elmore Road, Rochester, NY do hereby certify that the foregoing is a true and accurate record of the proceedings of the Town of Brighton, County of Monroe, State of New York meeting held on the 13th day of February, 2013 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 1, 2013 from Town Engineer, Michael E. Guyon, P.E., regarding authorization for the Supervisor to execute a contract with C.P. Ward, Inc. as the lowest responsible and responsive bidder for the "Corwin Road Bridge Preventive Maintenance" project be received and filed together with attachments thereto; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with C.P. Ward, Inc. as the lowest responsible and responsive bidder for a cost not to exceed \$279,516.00 for the project bid out and known as the "Corwin Road Bridge Preventive Maintenance" project and to further authorize the Supervisor to execute change orders not exceeding ten percent of the total contract price and to further authorize the Supervisor to execute change a negative change order in the amount of \$69,105.00 to remove the spray applied water proofing membrane from the contract if funding is not available for the same contingent upon review and approval of the form of the contract by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____

EXHIBIT NO. 2

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO
Councilpersons

RESOLVED, that correspondence dated February 1, 2013 from Town Engineer, Michael E. Guyon, P.E., regarding authorization for the Supervisor to execute a contract with LaBella Associates to provide construction inspection services for the project known as the "Corwin Road Bridge Preventive Maintenance" project, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with LaBella Associates for a cost not to exceed \$60,000.00 to provide construction inspection services for the project known as the "Corwin Road Bridge Preventive Maintenance" project, contingent upon review and approval of the form of the contract by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ★ ROCHESTER, NEW YORK 14818 ★ PHONE (585)784-5250 ★ FAX (585)784-5368

February 1, 2013

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

Re: Award of Bid
Corwin Road Bridge
Preventative Maintenance Project

Dear Councilperson Werner and Committee Members:

The bids for the above referenced project were publicly advertised and publicly opened on November 27, 2012 at 10:00 AM, all as required by law. A copy of the bid advertisement and bid tabulation are attached for your reference. Three bids were received and are shown in Table – 1.

Table – 1 Bid Results Summary

Contractor	Bid Price
C.P.Ward Inc.	\$279,516.00
BVR Construction Company, Inc.	\$417,402.50
Crane Hogan Structural Systems, Inc.	\$382,728.40

LaBella Associates and Town Staff reviewed the bids for completeness and accuracy and concluded that the low bid submitted by C.P. Ward Inc. is a true representation of the costs to complete the project and the contractor is qualified to complete the works of the Contract.

Eighty percent of the construction and inspection costs for above referenced project will be funded by the Federal Transportation Improvement Plan, TIP, which is administered by the NYSDOT. An additional 15% of these costs will be funded by New York State Marcheselli Funds. The TIP construction and construction inspection budget for the project is \$218,000 and \$60,000 respectively. The apparent low bid by C.P. Ward Inc., \$279,516, exceeds the construction budget by \$61,516. We met with Genesee Transportation Council's Development Committee (TDC) on January 31, 2013 to discuss an amendment to the 2011 – 2014 TIP that would provide \$67,500 of additional funding for the Corwin Road Bridge project. The TDC was agreeable to providing the additional funding but we have not received an official notification in this regard.

Therefore, I am requesting that FASC recommend that the Town Board award the Corwin Road Bridge Preventative Maintenance bid to the low, responsible and responsive bidder, C.P.Ward Inc. for an amount of \$279,516. Furthermore, LaBella Associates has verified that the construction inspection budget, \$60,000, referenced in the latest TIP is sufficient to perform their construction services. The total cost of the project is $\$279,516 + \$60,000 = \$339,516$ of which \$271,612.80 will be federally funded, \$50,927.40 will be state funded and \$16,975.80 will be funded by the Town of Brighton.



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE * ROCHESTER, NEW YORK 14818 * PHONE (585)784-5250 * FAX (585)784-5368

In addition, in June of 2011 a Request for Proposal was forwarded to the engineering consultants listed by New York State Department of Transportation and ten responses to this request were submitted to the Town of Brighton. Town staff with the assistance of the NYSDOT selected LaBella Associates as the project consultant. Therefore, I am requesting that the FASC authorize the Town Board to award the construction inspection services for the Corwin Bridge project to LaBella Associates for a cost not to exceed \$60,000.

In the event that the additional funding is not forthcoming, we have consulted with NYSDOT, LaBella Associates and C.P Ward and agreed that removing the spray applied water proofing membrane item from the contract is feasible. The removal of this item will reduce the contract amount by \$69,105 and result in an adjusted construction cost of \$210,411 which is within the original TIP budget. The total cost of the adjusted project is \$270,411 of which \$216,328.80 will be federally funded, \$40,561.65 will be state funded and \$13,520.55 will be funded by the Town of Brighton. This scenario will require that a negative change order be executed to remove the spray applied water proofing membrane item from the contract for an amount of \$69,105. The total construction cost of the Corwin Road Bridge Preventative Maintenance project will then be $\$279,516 - \$69,105 = \$210,411$. If necessary, I am requesting that FASC recommend that the Town Board approve a negative change order to remove the spray applied water proofing membrane item from the contract for an amount of \$69,105.

I further request that FASC authorize the Town Board to authorize the Supervisor 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. I will be in attendance at your regularly scheduled February 5, 2013 meeting in the event that you have any questions regarding this matter.

Respectfully,

Mike Guyon, P.E.
Town Engineer

Attachments

cc: S. Zaso
T. Keef
M. Hussar
Tim Anderson

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO
Councilpersons

RESOLVED, that correspondence dated February 1, 2013 from Director of Parks and Recreation, Jerry LaVigne, regarding authorization for the Supervisor to execute a contract with Penny Lane Printing for printing services for calendar year 2013 for the Town's newsletter be received and filed together with attachments; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Penny Lane Printing as the lowest responsible and responsive bidder for printing services for calendar year 2013 for the Town's newsletter for a cost not to exceed \$5,280.81 for a 44-page publication, \$4,599.63 for a 36-page publication, \$592.18 for any additional 4-page insert, \$256.32 per additional 1,000 44-page newsletters and \$220.51 per additional 36-page newsletters all as set forth in detail in the bid tabulation and with the Town having an option to renew said contract on the same price terms for two additional one year extensions contingent upon review and approval of the form of the contract by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

February 1, 2013

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

Re: Award of Printing Contract for 2013

Dear Finance Committee Members:

In the Recreation and Shared Services Department's 2013 budgets, funding is available for the printing of the town newsletter. Bid notices were mailed to several firms, along with publishing a public notice in the Brighton-Pittsford Post.

Bids were opened on Thursday, January 31, 2013. Penny Lane Printing was the low bidder for this service. Their prices are based on 18,800 newsletters per publication and are as follows: \$5,280.81 for a 44-page publication, \$4,599.63 for a 36-page publication, \$592.18 for any additional 4-page insert, \$256.32 per additional 1,000 (44-page newsletters), and \$220.51 per additional 1,000 (36-page newsletters). The newsletters will be printed on recycled paper.

I respectfully request your permission to authorize the Supervisor to execute a contract for printing services with Penny Lane Printing for 2013, with the Town having the option to renew for an additional two one year extensions.

I have attached the bid results for your review, and I will be happy to answer any questions you may have regarding this matter.

Sincerely,

Jerry LaVigne
Director of Parks and Recreation

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

February 13, 2013

THAT THE CLAIMS AS SUMMARIZED BELOW HAVING BEEN APPROVED BY THE RESPECTIVE DEPARTMENT HEADS AND AUDITED BY THE TOWN BOARD AUDIT COMMITTEE ARE HEREBY APPROVED FOR PAYMENT.

A - GENERAL	\$	<u>4,359,045.51</u>
D - HIGHWAY		<u>106,471.34</u>
H - CAPITAL		<u>1,225.82</u>
L - LIBRARY		<u>12,232.01</u>
SA - AMBULANCE DIST		<u>260,475.00</u>
SD - DRAINAGE DIST		<u>57.78</u>
SK - SIDEWALK DIST		<u>29.25</u>
SL - LIGHTING DIST		<u>49,024.75</u>
SS - SEWER DIST		<u>36,275.45</u>
TA - AGENCY TRUST		<u>22,057.61</u>
	TOTAL \$	<u>4,846,894.52</u>

UPON ROLL CALL

MOTION CARRIED _____

APPROVED BY:

SUPERVISOR

COUNCIL MEMBER

COUNCIL MEMBER

TO THE SUPERVISOR:

I CERTIFY THAT THE VOUCHERS LISTED ABOVE WERE AUDITED BY THE TOWN BOARD ON THE ABOVE DATE AND ALLOWED IN THE AMOUNTS SHOWN. YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY TO EACH OF THE CLAIMANTS THE AMOUNT OPPOSITE HIS NAME.

DATE

TOWN CLERK

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 25, 2013 from Director of Parks and Recreation, Jerry LaVigne, regarding authorization for the Supervisor to execute a contract with Young Explosives Corporation for a July 4, 2013 fireworks display at a cost not to exceed \$11,400.00, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Young Explosives Corporation for a July 4, 2013 fireworks display at a cost not to exceed \$11,400.00 on the contract form attached to the above correspondence which contract form has been reviewed and approved by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

January 25, 2013

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 Young Explosives for the 2013 July 4th fireworks display. The cost will be \$11,400, and funding will be available through donations, or through our celebrations budget if needed. As part of their agreement, the contractor is required to submit a certificate of insurance, naming the Town as certificate holder and additionally insured.

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

Sincerely,

Jerry LaVigne
Director of Parks and Recreation

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 21st day of January, 20 13 by and between Young Explosives Corporation of Rochester, N.Y., hereafter designated **Young**, and

Town of Brighton
220 Idlewood Road
Rochester, N.Y. 14618

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at Meridian Center Park at Canal Path on the date of Thursday, July 4, 20 13 in a location to be designated by the customer and approved by Young.

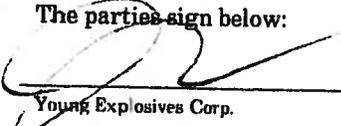
The parties hereto mutually agree, one with the other, as follows:

- 1. Guaranteed Exhibition of Fireworks**
Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.
- 2. Spectator Control**
The customer agrees to furnish and set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public.
- 3. Permits**
The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses only at the request in writing of the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.
- 4. Insurance**
 - a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
 - b) Young will provide Workmen's Compensation for the fireworks technicians.
- 5. Postponement or Cancellation**
 - a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with *no extra charge*.
 - b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
 - c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be *no charge*. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- 6. Terms of Payment**
 - a) Check box that applies. Young requires no down payment. Young requires a down payment of \$ _____, due by _____, 20____. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5. above.
 - b) The customer agrees to pay Young, or his agent, the total sum of 11,400.00 Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
 - c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable costs of collection, including interest and reasonable attorney's fees.

Total sum 11,400.00 Dollars.

Young Explosives Corp.
Display Fireworks
(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, N.Y. 14618

The parties sign below:



Young Explosives Corp.

James R. Young
(Please Print Name)

Customer

(Please Print Name)

President

Title

Title

email: young@frontiernet.net

Customer Contact Information

Primary Contact Name and Address:

Jerry LaVigne

Secondary Contact Name and Address:

Telephone Work: (585) 784-5261
Fax: (585) 784-5365
Home: _____
Cell Phone: (585) 737-7619
Email: _____

Work: _____
Fax: _____
Home: _____
Cell Phone: _____
Email: _____

Insurance Information

Please list all parties to be listed as additional insured. If special policy endorsements or language is needed for full coverage of customer and additional insureds, specify below. Customer is responsible for providing all information needed for full insurance coverage.

Town of Brighton; New York Canal Corporation

Customer Requests

Time of show: 10:00 AM PM

List special requests, such as ground pieces, shells or finale. List quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

Customer agrees to provide 5 people to review and clean up display site and fall out area

On July 5th at 8:00 am with Young Explosives Corporation representatives.

20 minute display

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 31, 2013 from Director of Parks and Recreation, Jerry LaVigne, regarding authorization for the Supervisor to execute a contract with Perinton Publishing for distribution of the Town's newsletters for calendar 2013 be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Perinton Publishing for distribution of the Town's newsletters for calendar 2013 at a cost of \$25.00 per thousand newsletters distributed with an additional set up charge of \$50.00 per mailing contingent upon the approval of the form of the contract by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

January 31, 2013

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue

Re: Award for Professional Services Contract
Town Newsletter Distribution

Honorable Supervisor and Town Board Members:

I recommend that the contract for professional services for the distribution of the Town newsletter be awarded to Perinton Publishing. The contract is in the amount of \$25.00 per thousand, with a \$50.00 setup charge per mailing. Based on a distribution of approximately 17,500 newsletters for each season, this would amount to \$487.50 per mailing or \$1,462.50 annually.

The Town's standard procedure, in regards to securing professional services has been followed. Request for qualifications were issued to four firms, with two firms submitting proposals. Their price proposals are attached for your review.

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

Sincerely,

Jerry LaVigne
Director of Parks and Recreation

Newsletter Distribution Pricing Proposals

Company	Price Per M	Setup Charge
Mail Technologies	\$41.50	\$55.00
Perinton Publishing	\$25.00	\$50.00

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 28, 2013 from Chief of Police, Mark T. Henderson, regarding authorization for the Supervisor to execute a contract with Task Force Lighting for police vehicle set up services for calendar year 2013 be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Task Force Lighting for police vehicle set up services for calendar year 2013 with an option to renew said contract for up to three years as set forth in the contract form as attached to the above referenced and filed correspondence, said form of contract having already been reviewed and approved by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

January 28, 2013

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

RE: Vehicle Set Up Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Task Force Lighting and the Town of Brighton for the provision of police vehicle set up services. This contract is for the period beginning January 1, 2013 through December 31, 2013 with the option to renew for up to three years.

In accordance with the Town's procurement policy, three written requests for pricing were sought. Task Force Lighting submitted the lowest price per hour and per unit labor set up time with the cost of \$22 per hour and 30 hours of labor per police vehicle.

Please do not hesitate to contact me should you need any further clarification or have any questions.

Respectfully,

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

Mark T. Henderson
Chief of Police

MTH:jpo
Attachment

TOWN OF BRIGHTON
REQUEST FOR QUOTATION - NOT AN ORDER

DEPARTMENT Police
APPROPRIATION CODE 3120 2.29

\$ 400 - \$1000 requires 2 Written quotes
\$1000 - \$7500 requires 3 Written quotes

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
	VEHICLE SET UP FOR 2013 \$ 22 PM * \$ 30 HOURS = \$ 660 + \$ 50 WIRES = \$ 50 \$ 710		\$ 710 PER VEHICLE

DELIVERY LOCATION _____ TERMS _____

VENDORS CONTACTED:

- NAME TASK FORCE LIGHTING DATE QUOTED 12-18-12
 ADDRESS 590 SALT ROAD PRICE OR BEST ESTIMATE \$ 710 (\$ 22 PM)
 PHONE WEBSTER NY 14580 DELIVERY DATE _____
315 521 9892 ACCEPTED (X) REJECTED ()
- NAME EMERGENCY VEHICLE WARNING SYSTEM DATE QUOTED 12-18-12
 ADDRESS 113 WOODBINE AVENUE PRICE OR BEST ESTIMATE \$ 1312⁵⁰ (\$ 37⁵⁰ PM)
 PHONE EAST ROCHESTER NY 14445 DELIVERY DATE _____
585-249 8600 ACCEPTED () REJECTED ()
- NAME PUBLIC SAFETY PRODUCTS DATE QUOTED 12-04-12
 ADDRESS 146 C LUTHER AVE PRICE OR BEST ESTIMATE \$ 2400
 PHONE LIVERPOOL NY 13088 DELIVERY DATE _____
 ACCEPTED () REJECTED ()

ARE THERE ANY TRADE-IN ALLOWANCES OR DISCOUNTS APPLICABLE TO THIS PURCHASE? _____

REMARKS:

I CERTIFY THAT ALL REQUIRED PURCHASING PROCEDURES HAVE BEEN FOLLOWED.

J. P. O'Brien
DEPARTMENT PURCHASING AGENT

12-31-12
DATE

TOWN OF BRIGHTON POLICE DEPARTMENT

AGREEMENT, made on **January 1, 2013** 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

Task Force Lighting
590 Salt Road
Webster, NY 14580
Social Security/Tax ID Number 114-68-8668
(315) 521-9092

Hereinafter referred to as the "Contractor".

The parties to the agreement, in consideration of the mutual promises set forth herein, hereby agree as follows:

- 1) **Services To Be Rendered.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department as set forth below.
 - a) Police Vehicle Set Up and Take Down
 - b) Removal of the emergency equipment and markings from the vehicle being taken out of service and the restoration of the vehicles' original lighting and safety equipment.
 - c) Installation of the emergency equipment on the new vehicle. This includes but is not limited to the installation of the console, mobile data terminal, lightbar, radar, screen, and siren system. As well as the installation of miscellaneous equipment including shotgun rack, etc.
 - d) The Brighton Police Department will supply equipment to be used in all new set-ups. This does not preclude the Contractor from purchasing equipment on an as-needed basis.

- 2) **Rate and Payment.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department at the rate set forth below.
 - a) Contractor agrees to provide services listed in section 1 at a rate of \$22.00 per hour, not to exceed 30 hours of service per vehicle without permission from the Brighton Police Department pending unforeseen circumstances.
 - b) When services are complete, Contractor will provide an Invoice to the Brighton Police Department for payment.
 - c) Contractor rate for any repair work not caused, affected or due to the Contractor's installation will be \$25 per hour.

- 3) **Term.** The term of the Agreement shall be for **January 1st 2013** through **December 31, 2013** with the option to extend the agreement up to three years with the mutual consent of both parties.

TOWN OF BRIGHTON POLICE DEPARTMENT

- 4) **Termination.** The Town reserves the right to terminate this Agreement immediately upon written notice to the Contractor, by Certified Mail, Return Receipt Requested or personal delivery of such notice for the following reasons:
- a) In the event that the job performance by the Contractor is deemed unacceptable by the Town.
 - b) In the event that the Town determines that termination is in the best interest of the Town, including without limitation a determination that the Town lacks sufficient funding to offer the service provided by the Contractor.
 - c) In the event that the Contractor fails to maintain in effect any required insurance policy and/or fails to provide to the Town any certificate(s) of Insurance pursuant to Paragraph 9 of this Agreement.

In the event of termination under this Agreement, the Contractor shall only be entitled to remuneration for services rendered to the Town to the date of such termination.

- 5) **Integration of Agreement.** This instrument contains the entire Agreement between the parties and no statements, promises or inducements made by either party or agent of either party, that are not contained in this written Agreement may not be enlarged, modified or altered except in writing and initialed by both parties.
- 6) **Independent Contractor.** The contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, 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. This document shall not constitute the appointment of contractor as the Town's agent, and Contractor agrees that he will not act as or hold himself out as the agent of the Town.
- 7) **Contractor's Sole Responsibility.** The Contractor shall be solely responsible of all items listed below:
- a) performing safety inspections of the equipment and materials used in the upfitting of vehicles;
 - b) reporting to the Town any observed deficiencies in any equipment or materials owned or provided by the Town;
 - c) complete the work within the allotted time frame of 30 hours which was provided by said contractor at the time of request for pricing unless granted permission to go over the allotted hours due to unforeseen circumstances
 - d) provide follow-up repair service for their installation within a reasonable time frame.
 - e) Agreement 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.

TOWN OF BRIGHTON POLICE DEPARTMENT

- 8) **Indemnification.** The Contractor agrees to indemnify and hold the Town harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and cost of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Contractor's fault or negligence in the performance of or failure to perform his responsibilities as stated in this Agreement, or occasioned all or in part by any act or omission of the Contractor, his agents or employees or otherwise arising from this agreement or out of services which the Contractor may perform.

- 9) **Insurance.** If the Town of Brighton requires the Contractor to carry insurance for the program or activity provided under this Agreement, the Contractor shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the Town Board and Attorney. The Contractor shall deliver a Certificate of Insurance to the Town evidencing such coverage: (a) at the time of execution of this Agreement; and (b) immediately upon any renewal of said policy during the term of this Agreement. The original and any renewal Certificates shall be attached to and incorporated into this Agreement. The Contractor's failure to provide said Certificates in a timely manner shall entitle the Town to withhold payments and/or to terminate this Agreement as provided in Paragraph 4 (c), above. **The Town of Brighton and Task Force Lighting shall be named as Certificate Holder and as an additional Insured for the specific project being undertaken.**

- 10) **Compliance with the Human Rights Law.** The Contractor agrees to abide by the applicable provisions of the Human Rights Law of the Sate of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

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

CONTACTOR (Individual)

By _____ Name _____
Signature (Print Name)

Fed Tax Id / SSN (Date)

TOWN OF BRIGHTON:

By _____ Chief of Police _____ (Date)

By _____ Town of Brighton Supervisor _____ (Date)

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 5, 2013 from Chief of Police Mark T. Henderson, regarding authorization to accept a donation of \$25.00 from Roy T. Bruno, be received and filed; and be it further

RESOLVED, that the Town Board hereby gratefully accepts the donation of \$25.00 to the Brighton Police Department from Roy T. Bruno and directs that such donation be recorded as revenue in the 2013 Operating Budget (A.POLICE.3120.2705).

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 11, 2013 from Administrative Court Clerk, Dianne Burdett, regarding authorization for the Supervisor to execute contract extensions with the Town Court's stenographers, language interpreters and interpreters for the hearing impaired for calendar year 2013, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute contract extensions with the Town Court's stenographers, language interpreters and interpreters for the hearing impaired for calendar year 2013 contingent on the review and approval of the form of said contracts by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____

JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

PHONE: (585) 784-5152 FAX: (585) 784-5380

<http://www.townofbrighton.org>

JUSTICES
KAREN MORRIS
JOHN A. FALK

COURT ADMINISTRATOR
DIANNE BURDETT
ASSISTANT COURT CLERK
MARY JO SCHILLER

January 11, 2013

Town of Brighton
Finance and Administrative Services Committee
2300 Elmwood Avenue
Rochester, N.Y. 14618

Re: Renewal of Service Agreements

Dear Finance Committee Members,

The court is requesting approval to renew our service agreements for the 2013 calendar year. The agreements are with the court's stenographers, language interpreters and interpreters for the hearing impaired. Fees for these services remain unchanged from prior years. Copies of the service agreements are enclosed for your review.

I am happy to answer any questions you may have with respect to these service providers. They continue to provide the utmost in professional services to the court and I am recommending their contracts be renewed.

Sincerely,



Dianne Burdett
Administrative Court Clerk

Enclosures

cc: Suzanne Zaso, Finance Director
file

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 25, 2013 from Commissioner of Public Works Timothy E. Keef, P.E., regarding a request to declare two Bobcat loaders (S650/#A3NV16138 and S205/#A3LJ39891) surplus and allow them to be traded in as part of the factory Bobcat Equipment Buy Back Program and to further authorize the expenditure of \$5,302.60 for the acquisition of two new unused replacement Bobcat loaders, be received and filed; and be it further

RESOLVED, that the Town Board hereby declares two Bobcat loaders (S650/#A3NV16138 and S205/#A3LJ39891) surplus and authorizes the Commissioner of Public Works to trade them in as part of the factory Bobcat Equipment Buy Back Program and further authorizes the expenditure of \$5,302.60 for the acquisition of two new unused replacement Bobcat loaders.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

January 25, 2013

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

re: Bobcat Equipment Buy Back Program
Declaration of Surplus Equipment

Dear Chairman Werner and Committee Members:

As in the past, the above equipment manufacturer currently has an equipment buy back program that would allow us to trade in two of our current Bobcat skid steer loaders for two new, unused replacements. The cost of the new equipment is \$61,779.20 (\$30,889.60 each) with a trade in allowance of \$56,476.60 (\$25,587.00 and \$30,889.60), realizing a net expenditure to the Town of \$5,302.60. Based upon our use of this equipment, its versatile performance and relatively inexpensive cost to participate in this program, I request that the current Bobcat loaders (S650/#A3NV16138 and S205/#A3LJ39891) be declared surplus and traded in as part of the factory Bobcat Equipment Buy Back Program. Funds were allocated in this year's budget for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 29, 2013 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 4, 2013 from Commissioner of Public Works Timothy E. Keef, P.E., regarding a request to authorize the purchase of a Mack Truck cab and chassis through Oneida County Bid reference #1604 and a truck body/plow equipment through Oneida County Bid #1606 pursuant to the "piggyback" provisions of General Municipal Law Section 103 as a valid exception to the Town's procurement policy, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the purchase of a Mack Truck cab and chassis through Oneida County Bid reference #1604 and a truck body/plow equipment through Oneida County Bid #1606 pursuant to the "piggyback" provisions of General Municipal Law Section 103 as a valid exception to the Town's procurement policy.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

February 4, 2013

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

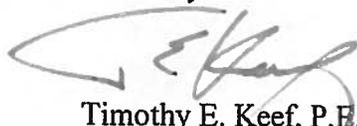
re: Use of County Bid (Oneida)
Furnish and Deliver One Mack Truck (Highway Department)

Dear Chairperson Werner and Committee Members:

Last year the Office of the State Comptroller advised that Section 103 of the General Municipal Law was amended to allow political subdivisions to access contracts let by "..... any state or other political subdivision or district therein". It is the intent of the Highway Department to "piggyback" onto an Oneida County bid for Mack Trucks in accordance with this law. It has, however, been brought to our attention that the Town's procurement policy only allows for "piggybacking" on to contracts let by the State, County of Monroe and the City of Rochester. Having spoken with Suzanne Zaso regarding amending our procurement policy to reflect this change in the law, I would respectfully request that a waiver be granted to the policy during the interim, so that we may take advantage of this opportunity. Funds are currently available for this item.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 5, 2013 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
M. Hussar
S. Zaso
A. Banker

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO
Councilpersons

RESOLVED, that correspondence dated February 4, 2013 from Commissioner of Public Works Timothy E. Keef, P.E., regarding a request to authorize with respect to repair expense for the stone entrance piers at Westland Avenue an increase of \$6,885.00 in both the maintenance repair account SN.NID.NIDHA 4.41 and insurance recoveries account SN.NID.NIDHA 2680 to be funded from insurance settlement proceeds in the same amount, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes an increase of \$6,885.00 in both the maintenance repair account SN.NID.NIDHA 4.41 and insurance recoveries account SN.NID.NIDHA 2680 to be funded from insurance settlement proceeds in the same amount.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

February 4, 2013

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

re: Award of Contract
Rebuild Homeacres Entrance Gateway Damaged by Car Accident

Dear Chairman Werner and Committee Members:

As you may recall, one of the stone entrance piers at Westland Avenue was damaged last year when a vehicle failed to negotiate turning from Elmwood Avenue into the Homeacres neighborhood. The DPW has obtained three price quotes for the restoration and recommends awarding the contract to Heaster Building Restorations based upon the attached communication from Chad Roscoe, Junior Engineer. As this incident was unexpected and has not been budgeted for in the current fiscal year, unanticipated revenues from the insurance settlement will be used to offset this expense. Therefore, it is further recommended that the amount of Heaster's quotation, \$6,885.00, be authorized as revenues for the maintenance repair account SN.NID.NIDHA 4.41 via an increase in insurance recoveries from SN.NID.NIDHA 2680 in the same amount.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 5, 2013 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

attachment

cc: T. Anderson
M. Hussar
S. Zaso
A. Banker
D. Aman

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 30, 2013 from Junior Engineer Chad Roscoe, regarding a request to authorize the Supervisor to execute a contract with Heaster Building Restoration, Inc. for a cost not to exceed \$6,885.00 for rebuilding/restoring the pier at 150 Westland Drive in the Homeacres Neighborhood Improvement District, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Heaster Building Restoration, Inc. for a cost not to exceed \$6,885.00 for rebuilding/restoring the pier at 150 Westland Drive in the Homeacres Neighborhood Improvement District contingent on the review and approval of the form of said contract by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

1/30/2013

Tim Keef
Commissioner of Public Works
Town of Brighton

Re: Homeacres Entrance Pier
150 Westland Drive & Elmwood Avenue

Dear Mr. Commissioner;

Based upon the RFP's received for the rebuild/restoration of the pier at 150 Westland Drive, three contractors sent quotes in ranging from \$4,840 to \$8,760 dollars. The lowest RFP did not include prevailing wages and therefore does not fulfill the Towns requirements.

I recommend that Heaster Building Restoration Inc., be awarded the job based upon their RFP at a cost of \$6,885 dollars. Heaster Building Restoration Inc., has a history with the Town already as they did the initial restoration on the walls located in the Homeacres Subdivision.

The Town does anticipate recovering the cost for the restoration and rebuild from the car owners insurance company.

If you have any questions regarding the RFP's or need further documentation, feel free to contact me at 784-5224 or by chad.roscoe@townofbrighton.org

Sincerely,

Chad Roscoe
Junior Engineer, DPW
Town of Brighton

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated January 30, 2013 from Director of Personnel and Human Resources Gary Brandt, regarding a request to authorize the Supervisor to execute a contract with Wayne Vander Byl for a cost not to exceed \$1,000.00 for special employee harassment prevention training at the Highway and Sewer Department on February 14, 2013, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Wayne Vander Byl for a cost not to exceed \$1,000.00 for special employee harassment prevention training at the Highway and Sewer Department on February 14, 2013 contingent on the review and approval of the form of said contract by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

TO: Christopher Werner, Chair, Finance & Admin. Service Committee
FROM: Gary Brandt, Director of Personnel & HR 
DATE: January 30, 2013
RE: Training Agreement with Wayne Vander Byl, Esq.

I am seeking your approval to enter into a sole source training agreement with Wayne Vander Byl to provide a special employee harassment training session for the employees of the Highway & Sewer Dept.

This training is to be conducted in coordination with the recent investigation that Counselor Vander Byl concluded involving employees of the Highway Dept.

Counselor Vander Byl will cover the applicable federal and NYS statutes, Town Policy and DPW Work Rules, as well as the collateral issue of Workplace Violence.

I provided the last Highway & Sewer Dept. harassment training at the DPW Operations Center in June, 2011.

The Vander Byl training seminar will be for an all inclusive fee of \$1000. and will take place on:

DATE: Thursday, February 14, 2013
TIME: 3:00 pm
PLACE: DPW Operations Center

Funds for this seminar are available in the budget of the Dept. of Public Works.



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 1, 2013 from Finance Director Suzanne Zaso, regarding a request to approve the amendment of the 2013 budget by increasing appropriations in contracted services in the Highway Department (D.HWY.5140 4.49) by \$8,251.00 to be fully supported by an increase in New York State Aid (D.HWY.5140 3089) in the same amount in connection with a safety training grant awarded to the Town in the same amount by the New York State Hazardous Abatement Board, be received and filed; and be it further

RESOLVED, that the Town Board hereby amends the 2013 budget by increasing appropriations in contracted services in the Highway Department (D.HWY.5140 4.49) by \$8,251.00 to be fully supported by an increase in New York State Aid (D.HWY.5140 3089) in the same amount in connection with a safety training grant awarded to the Town in the same amount by the New York State Hazardous Abatement Board

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Date: February 1, 2013
Subject: Budget Appropriation for Safety Training Grant

In 2012 the Town of Brighton was awarded and had accepted a grant in the amount of \$8,521 from the New York State Hazardous Abatement Board to provide safety training for Town employees. A 2012 budget amendment followed the acceptance, but training will not take place until 2013. Therefore, I am requesting authorization from the Town Board to create the following 2013 budget amendment:

Increase appropriations in contracted services in the highway department (D.HWY.5140 4.49) by \$8,521 to be fully supported by an increase in NYS Aide (D.HWY.5140 3089) in the same amount.

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.

Cc: Tim Keef
Tim Anderson
Gary Brandt
Amy Banker

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 1, 2013 from Finance Director Suzanne Zaso, regarding a request to authorize the Supervisor to execute two agreements with JP Morgan Chase Bank, N.A. relating to collateral for deposits over FDIC insured limits, a Pledge and Assignment Agreement in Connection with Public Funds and a Custodial Undertaking in Connection with the Pledge and Assignment Agreement, be received and filed together with attachments thereto; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute two agreements with JP Morgan Chase Bank, N.A. relating to collateral for deposits over FDIC insured limits, a Pledge and Assignment Agreement in Connection with Public Funds and a Custodial Undertaking in Connection with the Pledge and Assignment Agreement subject to the review and approval of all of the forms of the agreements by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Date: February 1, 2013
Subject: Pledge and Assignment and Collateral Undertaking Agreements
with JPMorgan Chase Bank, N.A.

I request that Your Honorable Body authorize the Supervisor to execute two agreements with JPMorgan Chase Bank, N.A. relating to collateral of deposits over FDIC amounts; a Pledge and Assignment Agreement in Connection with Public Funds and a Custodial Undertaking in Connection with Pledge and Assignment Agreement. These are updated agreements with no changes in the pledging of collateral.

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

**Pledge and Assignment Agreement
In Connection With Public Funds**

PLEDGE AND ASSIGNMENT AGREEMENT, dated _____, **2013**, made by **JPMorgan Chase Bank, N.A.**, (the "Pledgor"), **Town of Brighton**, the "Local Government").

WHEREAS, the Pledgor has been duly designated as a depository for moneys of the Local Government ("Public Funds") and has now or may receive additional Public Funds of the Local Government for deposit with it, and

WHEREAS, pursuant to Section 10 of the New York General Municipal Law, Pledgor is required to provide security for Public Funds of the Local Government in the form of Eligible Securities as such term is defined by Section 10.1(f) of the New York General Municipal Law,

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, the parties agree as follows:

SECTION 1. Pledge and Assignment. The Pledgor hereby pledges and assigns to the Local Government, and grants to the Local Government a security interest in certain Eligible Securities (the "Collateral") together with other instruments from time to time hereafter delivered to or otherwise possessed by the Pledgor for or on behalf of the Local Government in substitution for or in addition to any or all of the then existing Collateral, from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Collateral, and all proceeds of any or all of the foregoing Collateral.

SECTION 2. Security for Obligations. This Agreement secures the Public Funds of the Local Government held by the Pledgor in time and demand deposit accounts in excess of the amount insured under the provisions of the Federal Deposit Insurance Corporation (the "Accounts") now or hereafter held by Pledgor in the name of the Local Government, together with all interest, if any, accrued thereon (such time and demand deposits and interests hereafter referred to in the aggregate as the "Secured Amount").

SECTION 3. Delivery of Collateral. All certificates or instruments, if any, representing or evidencing the Collateral shall be delivered to the Custodian (as hereinafter defined) and held on behalf of the Local Government pursuant hereto and shall be in suitable form for transfer by delivery, or shall be

accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Custodian.

SECTION 4. Minimum Collateral Value; Substitutions. The Local Government shall notify the Pledgor, in writing, of the dollar amount of the Public Funds to be secured pursuant to this Agreement. The Pledgor shall have no obligation to secure additional Public Funds unless it receives additional written notice from the Local Government to do so. The Pledgor shall notify the Custodian, in writing, by facsimile, of any increase or decrease in the value of the Collateral to be pledged.

The market value of the Collateral shall equal the amount of the aggregate collected balances of the Public Funds in the Accounts in excess of the amount insured under the provisions of the Federal Deposit Insurance Act as now or hereafter amended. If at any time during the period of this Agreement, the aggregate market value of the Collateral shall fall below said amount, the Pledgor shall pledge to the Local Government and deliver to the Custodian additional Collateral to cover the amount of deficiency. In addition, the Pledgor may freely substitute for any Collateral subject to this Agreement other Collateral, equivalent in value and quality to the Collateral for which substitution is being made. All additional and/or substituted Collateral pledged and delivered to the Custodian pursuant to this Section 4, where applicable, shall be accompanied by proper instruments of transfer or assignment executed by the Pledgor in accordance with the instructions of the Custodian. Collateral released by the Local Government shall be redelivered to the Pledgor and be accompanied by proper instruments of reassignment executed by the Local Government in favor of the Pledgor.

Wherever securities pledged as Collateral hereunder are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of such obligations, the records of the Custodian with which the Local Government may place such securities shall show, at all times, the interest of the Local Government in such securities.

In lieu of accepting securities pledged as Collateral hereunder, the Local Government may, in its sole discretion, accept from Pledgor as Collateral for the Accounts or any portion thereof an "Eligible Surety Bond" (as such term is defined in Section 10.1(g) of the New York General Municipal Law) payable to the Local Government or an "Eligible Letter of Credit" (as such term is defined in Section 10.1(h) of the New York General Municipal Law) payable to the Local Government.

SECTION 5. Events of Default. Each of the following events shall constitute an event of default hereunder ("Event of Default"):

(a) The Pledgor shall, without cause, refuse to pay to the Local Government, within a reasonable time after demand, any collected balance in the Accounts plus interest upon maturity or upon demand (as applicable), or

(b) The Pledgor shall be deemed insolvent and closed by Order of the New York State Banking Department, appointing the Federal Deposit Insurance Corporation as conservator or receiver therefor.

SECTION 6. Remedies upon Default. If an Event of Default shall have occurred and be continuing, then the Local Government may without being required to give any notice to the Pledgor, sell the Collateral, or any part thereof, at any public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery, as the Local Government shall deem appropriate. The Local Government shall be authorized at any such sale to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale, the Local Government shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. The Local Government shall not be obligated to make any sale of Collateral if it shall determine not to do so, regardless of the fact that notice of sale of Collateral may have been given. The Local Government shall pay to the Pledgor, its successors or assigns, the amount of cash, if any, received from the sale of the Collateral that exceeds the Secured Amount after deducting reasonable costs and expenses of the Local Government incurred in connection with the sale of the Collateral.

SECTION 7. Return of Collateral. In the event that the Local Government withdraws Public Funds from the Accounts or the Pledgor fulfills its obligations hereunder by paying to the Local Government the collected balances of Public Funds held in the Accounts upon maturity or upon demand (as applicable), then in such instance,

- (a) this Agreement shall terminate and be of no further force and effect, and
- (b) all Collateral shall be released immediately by the Custodian and shall be redelivered to the Pledgor accompanied by proper

instruments of reassignment executed by the Local Government in favor of the Pledgor.

SECTION 8. Custodial Agreement. The Local Government has appointed The **JPMorgan Chase Bank, N.A.**, (acting through its Clearance Department), as custodian (the "Custodian") to hold the Collateral subject to this Agreement and the Custodian has indicated that it will, upon receipt of a copy of this Agreement, where applicable, retain physical possession of the certificates and instruments representing or evidencing the Collateral, segregate the Collateral and act in accordance with the terms and provisions of this Agreement and the provisions of the New York General Municipal Law applicable hereto. Except for the substitution of Collateral as provided for in this Agreement, the Custodian shall not deliver the Collateral to the Local Government or the Pledgor unless otherwise instructed to do so in writing by either party which writing shall certify that an Event of Default has occurred and is continuing or that this Agreement has been terminated, as applicable.

SECTION 9. Binding Agreement; Assignment. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Local Government shall not be permitted to assign this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof without the prior written consent of the Pledgor.

SECTION 10. Miscellaneous. Neither this Agreement nor any provisions hereof may be amended, modified, waived, discharged or terminated orally nor may any of the Collateral be released or the pledge or the security interest created hereby extended, except by an instrument in writing signed by a duly authorized officer of the Pledgor. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement.

SECTION 11. Severability. In case any lien, security interest or other right of any part hereto shall be held to be invalid, illegal or unenforceable, such invalidity, illegality and/or unenforceability shall not affect any other lien, security interest or other right granted hereby.

SECTION 12. Notices. All communications and notices hereunder shall be in writing mailed, sent by facsimile or delivered to the other party as follows:

To Pledgor:

National Collateral Management Group
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Floor 1E
Columbus, OH 43240

Phone: (888) 333-8340 #2
Fax: (614) 248-9542

To Local Government:

Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618
Attention: Suzanne Zaso _____

Phone: 585-784-5210
Fax: 585-784-5374

or to such other address as shall be designated by one party in a written notice to the other party complying as to delivery with the terms of this Section. All notices, request, demands and other communications provided for hereunder shall be effective when deposited in the mails (postage prepaid), sent by facsimile and receipt confirmed or delivered by hand addressed as aforesaid.

SECTION 13. Costs, Expenses, Taxes and Compensation.

Each party agrees to pay its own costs, expenses and taxes due (including penalties) in connection with the preparation, execution, delivery, administration and enforcement of this Agreement, and the instruments and documents to be delivered hereunder.

The Local Government hereby agrees to pay to the Pledgor compensation for the services described herein which shall be agreed upon from time to time by the parties hereto, reduced to written form, annexed to this Agreement and which shall become a part hereof.

SECTION 14. Governing Law. This Agreement is made under and shall be governed by the laws of the State of New York in all respects, including matters of construction, validation and performance.

IN WITNESS WHEREOF, the Pledgor and the Local Government have each caused this Agreement to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

Town of Brighton

JPMorgan Chase Bank N.A.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Custodial Undertaking in Connection
With Pledge and Assignment Agreement**

THIS AGREEMENT, made and executed this ___ day of _____, 2013, between Town of Brighton, located in the County of Monroe, State of New York ("Local Government"), JPMorgan Chase Bank, N.A., ("Bank") and JPMorgan Chase Bank, N.A., Clearance Department, ("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the New York General Municipal Law, New York Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. **Schedule of Deposits and Required Security**

On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of section 2 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, "Collateral Requirement" shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any. Any such amendments to either increase or decrease the Collateral Requirement shall be confirmed in writing by either party at least one Business Day before the new Collateral Requirement becomes effective. A copy of any amendments made pursuant to this section shall be furnished to the Custodian.

2. **Security Requirements**

- a. The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral

Requirement. Whenever Eligible Securities are provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Securities and shall deliver such Eligible Securities to the Custodian in the manner prescribed in section 3 of this Agreement. The security interest of the Local Government in Eligible Securities shall terminate upon the transfer of such Eligible Securities from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity.

- b. The Custodian will determine on a daily basis the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.
- c. The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Collateral Requirement at the time of Substitution. The Bank shall give Written or Oral Notice thereof to the Custodian of any proposed substitution. In the event that the Custodian determines that the Substitute Collateral described in such notice consists exclusively of Eligible Securities having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Securities out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

- d. The Custodian, to the extent not contained in the confirmation required by paragraph c of section 3 of this Agreement, shall provide the Local Government with a written confirmation setting forth: (1) a complete description of Eligible Collateral provided, reduced or transferred to or from the Account pursuant to this section; and, (2) the Market Value and Adjusted Market Value of such Eligible Collateral as of the date of such transaction.

3. Custody of Eligible Securities

- a. The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Securities at any time delivered to the Custodian pursuant to this Agreement and the Pledge and Assignment Agreement dated as of _____ between the Bank and the Local Government (the "Pledge Agreement"). The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Securities as pledged by the Bank to the Local Government. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as Custodian for, and agent of, the Local Government.
- b. The Bank and Local Government agree that Eligible Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of the Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Securities that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Eligible Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for customers, including but not limited to accounts in which the Custodian acts in a fiduciary, agency or representative capacity. Eligible Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the

Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

- c. The Custodian shall provide the Local Government and Bank with a written confirmation on each Business Day on which Eligible Securities are transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject of the confirmation and state both the Market Value and Adjusted Market Value thereof. The Custodian shall also provide the Local Government and the Bank each month with a statement identifying all Eligible Securities in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement.
- d. The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.
- e. With respect to all Eligible Securities held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Securities which, in the opinion of the Custodian, are intended for the beneficial owner of the Eligible Securities including, without limitation, all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Securities held by the Custodian hereunder; and (v) upon receipt of written instruction from the Bank, the Custodian will exchange Eligible Securities held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

4. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of the Pledge Agreement, the Local Government shall have the

right to unilaterally demand delivery of all Eligible Securities in the Account by notice to the Custodian in the form of an affidavit certifying that an Event of Default (as defined in the Pledge Agreement) has occurred and is continuing and to sell such securities at public or private sale in accordance with the Pledge Agreement. The Custodian shall deliver said Eligible Securities to the Local Government after confirming with the Bank that an Event of Default has occurred.

5. Representation and Warranties

- a. **Representations of the Bank. The Bank represents and warrants that:**
1. it is the legal owner of all Eligible Securities pledged pursuant to this Agreement;
 2. all securities pledged pursuant to this Agreement are Eligible Securities and that all letters of credit and surety bonds obtained by the Bank in satisfaction of its obligations hereunder and of which the Local Government is the beneficiary are Eligible Collateral;
 3. the Bank is a bank or trust company located and authorized to do business in the State of New York.
- b. **Representations of the Local Government. The Local Government hereby represents and warrants that:**
1. this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
 2. the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government authorized to do so;
 3. it will not transfer, assign its interests in or the rights with respect thereto any Eligible Securities pledged pursuant to this Agreement except as authorized pursuant to section 4 of the Agreement and the Pledge Agreement;
 4. all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and

delivery of this Agreement exist or have happened or have been performed.

6. Concerning the Custodian

- a. The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion.

The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement and the Pledge Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

- b. The Custodian shall not be responsible for, or considered to be the Custodian of, any security received by it for deposit in the Account until the Custodian actually receives and collects such security directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Securities are not finally collected.
- c. The Bank or the Local Government shall pay the Custodian such fees as may be agreed upon from time to time.
- d. The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and the Pledge Agreement and no covenant or obligation

shall be implied against the Custodian in connection with this Agreement and the Pledge Agreement.

- e. The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

7. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act as now or hereafter amended are repaid in full or (iii) the mutual agreement of the Bank and the Local Government specifying a termination date. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Securities in the Account up to the date of such termination. Upon termination hereof, the Local Government shall pay to the Custodian such compensation as may be due to the Custodian as of the date of such termination and the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Securities, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions provided they are appropriately executed. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

8. Miscellaneous

- a. The Local Government and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit "B") in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting

upon Oral or Written Instructions or signatures of the present Authorized Persons.

- b. Any Written Instructions or other instrument in writing, authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its Offices at 1111 Polaris Parkway, Floor 1E, Columbus, Ohio 43240, ATTN: National Collateral Management Group, (888) 333-8340 option 2, or at such other place as the Custodian may from time to time designate in writing.
- c. Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its Offices at 1111 Polaris Parkway, Floor 1E, Columbus, Ohio 43240, ATTN: National Collateral Management Group or at such other place as the Bank may from time to time designate in writing.
- d. Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at 2300 Elmwood Avenue Rochester NY 14618 or at such other place as the Local Government may from time to time designate in writing.
- e. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.
- f. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.
- g. This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.
- h. This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of law principals thereof.

9. Definitions

Whenever used in this Agreement, the following terms shall have the following meanings:

- a. "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.
- b. "Adjusted Market Value" shall be one hundred percent of Market Value except that: (1) in the case of Eligible Securities enumerated in subparagraphs (v), (vi), and (vii) of Exhibit "A", the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Security is not rated in the highest rating category by at least one nationally recognized statistical rating agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rating category; (2) in the case of Eligible Securities enumerated in subparagraphs (viii), (x), and (xi) of Exhibit "A", the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; and (3) in the case of Eligible Securities enumerated in subparagraph (ix) of Exhibit "A," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be the amount of the letter of credit divided by 1.4.
- c. "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "B" attached hereto, as such Exhibit may be amended from time to time.
- d. "Bank" shall mean any bank as defined by the banking law of the State of New York or a national banking association located and authorized to do business in New York.
- e. "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities.
- f. "Business Day" shall mean any day on which the Custodian and the Bank are open for business and on which the Book Entry System and/or the Depositories are open for business.

- g. "Certificate" shall mean the Certificate attached hereto as Exhibit "B".
- h. "Collateral Requirement" shall have the meaning assigned to such term in Section 1 of this Agreement unless the Bank and Local Government agree to a different amount in accordance with this Agreement and the Pledge Agreement.
- i. "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.
- j. "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.
- k. "Eligible Collateral" shall mean Eligible Securities, Eligible Letters of Credit and Eligible Surety Bonds.
- l. "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one nationally recognized statistical rating organization; or, (2) by a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

- m. "Eligible Securities" shall mean any securities of the types enumerated in the Schedule of Eligible Securities attached hereto as Exhibit "A", as such Schedule may be amended by the parties in writing from time to time. Such Schedule may establish limitations pertaining to the types or amounts of Eligible Securities which may be provided pursuant to this Agreement.
- n. "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- o. "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers or based on information otherwise reasonably acceptable to the Local Government; provided, however, that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.
- p. "Margin Percentage" shall equal 102 percent.
- q. "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.
- r. "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.
- s. "Substitute Collateral" shall have meaning set forth in paragraph c of Section 2 of this Agreement.
- t. "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

- u. "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

Agreed to by: Town of Brighton
(LOCAL GOVERNMENT)

Signature

Name:

Title:

_____, 2013
Date:

Agreed to by: JPMorgan Chase Bank, N.A. (BANK)

Signature

Debra Gentile
Name:

Title: Senior Vice President

Date:

_____, 2013
Date:

Agreed to by: JPMorgan Chase Bank, N.A.,
Clearance Dept. (CUSTODIAN)

Signature

Name:

Title:

_____, 2013
Date:

EXHIBIT B

Certificate of Authorized Persons

Name

Title

Signature

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 1, 2013 from Finance Director Suzanne Zaso, regarding a request to authorize the Supervisor to execute an agreement and all related documents in conjunction with securing the services of Paymentech LLC (Chase Paymentech) and JPMorgan Chase Bank N.A. to provide credit card merchant services for online Recreation program registrations, room rentals, and various Town department credit card acceptances, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement and all related documents in conjunction with securing the services of Paymentech LLC (Chase Paymentech) and JPMorgan Chase Bank N.A. to provide credit card merchant services for online Recreation program registrations, room rentals, and various Town department credit card acceptances subject to the review and approval of the form of the agreement by the Attorney to the Town.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Date: February 1, 2013
Subject: Credit Card Merchant Services Agreement

I request that Your Honorable Body authorize the Supervisor to execute an agreement and all related documents in conjunction with securing the services of Paymentech LLC (Chase Paymentech) and JPMorgan Chase Bank N.A. to provide credit card merchant services for online Recreation program registrations, room rentals, and various Town department credit card acceptances.

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

Copy to: J. LaVigne
S. Wentworth
D. Aman
A. Banker
J. Ries-Taggart

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 1, 2013 from Finance Director Suzanne Zaso, regarding a request to approve year end transfers and amendments to the 2012 Town, Special District and Capital Budgets in accordance with the list of said proposed transfers attached to said memorandum, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the year end transfers and amendments to the 2012 Town, Special District and Capital Budgets set forth in the list of said proposed transfers attached to the above referenced memorandum.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



TOWN OF BRIGHTON
Suzanne Zaso, Director of Finance
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(585) 784-5210 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Town Board
Attn: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance 
Date: February 1, 2013
Subject: Year-End Transfers and Amendments to 2012 Town, Special District, and Capital Budgets

Each year, based on a review of year-to-date expenditures, we request Town Board authorization to record needed budget amendments and transfers to resolve any object-level negative balances in the Town and Special District Operating Budgets, and in the Capital Budget, to address:

- the proper classification of expenditures either actual or estimated
- any appropriation shortfalls resulting from actual operations (vs. budgeted)
- any unanticipated expenditures not provided for in the budget

Attached to this memo is a listing of the budget transfers and amendments we are recommending at this time, each marked accordingly.

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

Attachment

Copy to: Department Heads

YE 2012 Transfers & Appropriations 2-13-2013

12/31/2012			FROM (DEBIT)	TO (CREDIT)
Transfers				
General Fund (A)				
Cable				
Brighton Cable Commission	A.CABLE.8060 4.12	Office Supplies	\$10	
Brighton Cable Commission	A.CABLE.8060 4.22	Telephone		\$10
Public Works				
Fire Marshal	A.DPW.3410 4.08	Vehicle Parts	\$55	
Fire Marshal	A.DPW.3410 2.29	Vehicle Set-Up		\$55
Town Clerk				
Town Clerk	A.CLERK.1410 1.10	Full-time Wages	\$240	
Town Clerk	A.CLERK.1410 4.86	Legal Notices		\$240
Highway (General Fund)				
Parks	A.HWY.7110 4.11	Maintenance Supplies	\$370	
Parks	A.HWY.7110 4.21	Gas & Electric Charges		\$370
Town Landfill	A.HWY.8160 4.08	Vehicle Parts	\$925	
Town Landfill	A.HWY.8160 4.21	Gas & Electric Charges		\$925
Employee Benefits	A.HWY.9000 8.10	NYSRS Contributions	\$165	
Employee Benefits	A.HWY.9000 4.39	Insurance Admin Costs		\$165
Justice Court				
Justice Court	A.JSTCE.1110 4.44	Contract Personnel Services	\$605	
Justice Court	A.JSTCE.1110 1.20	Part-Time Wages		\$605
Police				
Police Dept.	A.POLCE.3120 8.40	Medical/Dental Premiums	\$57,800	
Police Dept.	A.POLCE.3120 1.40	Other Wages		\$57,800
Recreation				
Buckland Park	A.REC.7115 1.20	Part-Time Wages	\$1,970	
Brighton Town Park	A.REC.7120 1.50	Longevity	\$205	
Playgrounds	A.REC.7140 1.20	Part-Time Wages	\$1,690	
Corbett's Glen Park	A.REC.7122 1.10	Full-Time Wages		\$120
Persimmon Park	A.REC.7130 1.10	Full-Time Wages		\$85
Recreation Programs	A.REC.7310 1.10	Full-Time Wages		\$2,360
Recreation Programs	A.REC.7310 1.20	Part-Time Wages		\$1,300
Celebrations	A.REC.7550 4.49	Other Contracted Services	\$3,710	
Celebrations	A.REC.7550 1.30	Overtime		\$3,710
Buckland Park	A.REC.7115 4.11	Maintenance Supplies	\$1,105	
Buckland Park	A.REC.7115 4.23	Water		\$1,105
Buckland Farmhouse	A.REC.7116 4.41	Maintenance/Repair Services	\$310	
Buckland Farmhouse	A.REC.7116 4.21	Water		\$310

YE 2012 Transfers & Appropriations 2-13-2013

12/31/2012			FROM (DEBIT)	TO (CREDIT)
Transfers				
Rec Administration	A.REC.7020 4.48	Rental of Office Space	\$4,165	
Brighton Town Park	A.REC.7120 2.60	Facility Improvements		\$3,600
Brighton Town Park	A.REC.7120 4.41	Maintenance/Repair Services		\$565
Rec Administration	A.REC.7020 4.48	Rental of Office Space	\$550	
Playgrounds	A.REC.7140 4.49	Other Contracted Services		\$550
Rec Administration	A.REC.7020 4.48	Rental of Office Space	\$13,800	
Rec Programs	A.REC.7310 2.50	Rec Equipment	\$1,500	
Rec Programs	A.REC.7310 2.21	Gas & Electric	\$780	
Rec Programs	A.REC.7310 4.51	Program Instructor Fees		\$16,080
Supervisor				
Supervisor	A.SUPER.1220 1.10	Full-Time Wages	\$10	
Supervisor	A.SUPER.1220 4.12	Office Supplies		\$10
Undistributed				
Undistributed	A.UNDST.9000 4.39	Insurance Admin Fees	\$1,210	
Taxes & Assessments	A.UNDST.1950 4.25	Special District Charges		\$1,210
Highway Benefits - General Fund	A.HWY.9000 8.20	FICA	\$7,005	
Undistributed	A.UNDST.9000 1.40	Other Wages	\$16,250	
Undistributed	A.UNDST.9000 8.20	FICA		\$23,255
Highway Fund (D)				
Road Repair	D.HWY.5110 4.16	Road Materials	\$60,000	
Road Repair	D.HWY.5110 4.45	Equipment Rental	\$10,000	
Machinery	D.HWY.5130 1.10	Full Time Wages	\$7,400	
Machinery	D.HWY.5130 1.30	Overtime Wages	\$5,700	
Snow & Ice Control	D.HWY.5142 1.10	Full Time Wages	\$67,000	
Snow & Ice Control	D.HWY.5142 1.30	Overtime Wages	\$25,150	
Road Repair	D.HWY.5110 1.10	Full Time Wages		\$175,250
Highway Administration	D.HWY.5140 4.49	Other Contracted Services	\$7,950	
Highway Administration	D.HWY.5140 1.10	Full Time Wages		\$7,950
Machinery	D.HWY.5130 4.11	Maintenance Supplies	\$8,180	
Employee Benefits - Highway	D.HWY.9000 1.40	Other Wages		\$7,665
Employee Benefits - Highway	D.HWY.9000 4.39	Insurance Admin Costs		\$515
Library Fund (L)				
Library	L.LIBRY.7410 4.10	Books	\$4,500	
Library	L.LIBRY.7410 8.40	Medical/Dental Premiums	\$1,400	
Library	L.LIBRY.7410 1.10	Full-Time Wages		\$5,900

YE 2012 Transfers & Appropriations 2-13-2013

12/31/2012			FROM (DEBIT)	TO (CREDIT)
Transfers				
Ambulance Dist. (SA)				
Ambulance District	SA.AMBUD.3600 9.10	Transfer to Capital Projects	\$1,330	
Ambulance District	SA.AMBUD.3600 4.56	Fiscal Advisor Fees		\$1,330
W. Brighton Fire Prot. Dist. (SF)				
WBFPD	SF.FIRED.3415 1.20	Part-Time Wages	\$144,400	
WBFPD	SF.FIRED.3415 8.15	SAP	\$13,500	
WBFPD	SF.FIRED.3415 8.20	FICA	\$11,000	
WBFPD	SF.FIRED.3415 4.47	Public Safety Services		\$168,900
Sewer District (SS)				
Consolidated Sewer Dist.				
Sewer Operations	SS.SEWER.8120 2.22	Trucks/Vans	\$10,000	
Sewer Operations	SS.SEWER.8120 4.07	Sewer Repair Material	\$10,000	
Sewer Operations	SS.SEWER.8120 8.10	NYS Retirement System	\$8,800	
Sewer Operations	SS.SEWER.8120 8.40	Medical/Dental Premiums	\$4,000	
Sewer Operations	SS.SEWER.8120 1.10	Full-Time Wages		\$14,700
Sewer Operations	SS.SEWER.8120 1.30	Part-Time Wages		\$18,100
Capital Projects				
Highland Ave. Road Construction	H.ROADS.HGLND 4.52	Engineering Fees	\$1,400	
Highland Ave. Road Construction	H.ROADS.HGLND 2.67	Road Construction		\$1,400
Parkland Purchase & Development	H.PARKS.PRK03 4.54	Appraisal Fees	\$4,000	
Parkland Purchase & Development	H.PARKS.PRK03 4.86	Legal Notices	\$401.85	
Parkland Purchase & Development	H.PARKS.PRK03 2.61	Land Acquisition		\$4,401.85

YE 2012 Transfers & Appropriations 2-13-2013

Appropriations		FROM	TO
		(DEBIT)	(CREDIT)
Library			
Library	L.LIBRY.7410 2770	Misc Rev. (interst on bonds)	\$265
Library	L.LIBRY.7410 7.10	Interest on Bonds	\$265
Supported by amounts available in the respective Fund Balance Accounts			
Street Lighting Districts (SL)			
Council Rock Lighting	SL.LGHTD.5202 4.21	Gas & Electric Charges	\$285
East Ave. Lighting	SL.LGHTD.5204 4.21	Gas & Electric Charges	\$1,180
Home Acres Lighting	SL.LGHTD.5207 4.21	Gas & Electric Charges	\$12,740
Malvern Lighting	SL.LGHTD.5208 4.21	Gas & Electric Charges	\$220
Penfield Landing Lighting	SL.LGHTD.5213 4.21	Gas & Electric Charges	\$735
MCC Complex Lighting	SL.LGHTD.5217 4.21	Gas & Electric Charges	\$15
Penfield Road Lighting	SL.LGHTD.5224 4.21	Gas & Electric Charges	\$710
Mercy Park Lighting	SL.LGHTD.5225 4.21	Gas & Electric Charges	\$410
Refuse Districts (SR)			
Dunrovin Refuse	SR.RFUSE.8165 4.42	Refuse Removal Services	\$5
Mandy/Woodgate Refuse	SR.RFUSE.8170 4.42	Refuse Removal Services	\$5
East Ave Refuse	SR.RFUSE.8171 4.42	Refuse Removal Services	\$5
Houston/Barnard Refuse	SR.RFUSE.8172 4.42	Refuse Removal Services	\$5
Rowlands Refuse	SR.RFUSE.8176 4.42	Refuse Removal Services	\$5
Brownsonwood Refuse	SR.RFUSE.8181 4.42	Refuse Removal Services	\$5
Evan Farm Refuse	SR.RFUSE.8183 4.42	Refuse Removal Services	\$205
Frankland Refuse	SR.RFUSE.8186 4.42	Refuse Removal Services	\$5
Village Lane Refuse	SR.RFUSE.8194 4.42	Refuse Removal Services	\$5
Thornwood Dr. Refuse	SR.RFUSE.8198 4.42	Refuse Removal Services	\$5
Schoolhouse Refuse	SR.RFUSE.8200 4.42	Refuse Removal Services	\$5
Klink-Burkedale Refuse	SR.RFUSE.8201 4.42	Refuse Removal Services	\$5
Modelane Refuse	SR.RFUSE.8203 4.42	Refuse Removal Services	\$5
Shalimar Refuse	SR.RFUSE.8205 4.42	Refuse Removal Services	\$5

YE 2012 Transfers & Appropriations 2-13-2013

12/31/2012			FROM (DEBIT)	TO (CREDIT)
Transfers				
General Fund (A)				
Assessor				
Contingency	A.UNDST.1990 4.90	Contingency	\$5,600	
Assessor	A.ASSOR.1355 4.54	Appraisal Fees		\$5,600

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 7, 2013 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding setting a public hearing pursuant to Section 8 of Chapter 175 of the Town Code relative to the removal of significant town trees found by the Commissioner to be appropriate for removal identified as a 38" Black Locust at 35 Monterey Road, a 37" Silver Maple at 60 Greenaway Road, a 45" Silver Maple at 68 Greenaway Road and a 30" Norway Maple at 76 Cheswell Way, be received and filed; and be it further

RESOLVED, that the Town Board hereby sets a public hearing at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York for March 13, 2013 at 7:30 pm or as soon thereafter as such hearing can be held pursuant to Section 8 of Chapter 175 of the Town Code relative to the removal of significant town trees which have been identified by the Commissioner to be appropriate for removal consisting of the following trees: a 38" Black Locust at 35 Monterey Road, a 37" Silver Maple at 60 Greenaway Road, a 45" Silver Maple at 68 Greenaway Road and a 30" Norway Maple at 76 Cheswell Way ; and be it further

RESOLVED, that notice of such public hearing shall be sent by first class mail at least 20 days prior to said hearing addressed to the owners of each of the properties adjoining each of the above trees proposed for removal and the owners directly across the Town highway from and the properties contiguous to the adjoining properties that front on the same Town highway

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



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

February 7, 2013

Supervisor William Moehle and
the Honorable Town Board
Brighton Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

Re: Proposed Tree Removals

Dear Supervisor Moehle and Town Council Members:

It is recommend that your Honorable Body receive and file this advisory communication pursuant to Chapter 175 of the Town Code, Trees, Section 8, Removal. The following trees are proposed to be removed in accordance with the provisions of said chapter due to tree health and/or safety reasons:

- | | | | |
|----|--------------------|------------------|---------|
| 1) | #35 Monteroy Road | 38" Black Locust | Removal |
| 2) | #60 Greenaway Road | 37" Silver Maple | Removal |
| 3) | #68 Greenaway Road | 45" Silver Maple | Removal |
| 4) | #76 Cheswell Way | 30" Norway Maple | Removal |

The Public Works Committee and the Tree Council have previously reviewed the reports, as prepared by our consulting arborist, associated with the above locations and concur with the proposed action. The above trees are considered significant, therefore a public hearing will be required. The requisite communication to each adjoining owner(s) will be issued prior to the public hearing in accordance with the provisions of the Town Code. This department will coordinate replacement of these trees with the affected property owners.

As always, your consideration of matters such as this is greatly appreciated.

Very truly yours,

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

TEK/wp

cc: T. Anderson
D. Aman
M. Hussar
K. Gordon

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of February, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 1, 2013 from Chief of Police Mark T. Henderson, regarding authorization for a Conditional Offer of Employment as a Brighton Police Officer to Richard T. Kosakowski, Jr., be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes a Conditional Offer of Employment as a Brighton Police Officer to Richard T. Kosakowski, Jr. at a starting salary of \$59,610.00 in accordance with Section 8 of the Collective Bargaining Agreement between the Town and the Brighton PBA, contingent on successful completion of all requisite testing, evaluations and approvals by the Town and Monroe County Civil Service, said appointment to be effective March 9, 2013 on a probationary basis with a probationary period of twenty-six weeks.

Dated: February 13, 2013

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____