

MINUTES OF THE 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  
October 9, 2013

**PRESENT:**

Supervisor William Moehle	
Councilmember James Vogel	Kenneth Gordon, Attorney for the Town
Councilmember Jason DiPonzio	Daniel Aman, Town Clerk
Councilmember Louise Novros	Rebecca Cotter, Recreation Director
Councilmember Christopher Werner	Suzanne Zaso, Director of Finance
Mark Henderson, Chief of Police	Andrew Robinson, Budget Director
Tim Keef, Commissioner of Public Works	Maryann Hussar, Assistant to the Supervisor

**MEETING CALLED TO ORDER AT 7:05 PM:****RECOGNITIONS/PRESENTATIONS:**

Proclamation Presentation to Temple B'rith Kodesh – Executive Director, Joel Elliott  
October 6-12<sup>th</sup> National Fire Safety Week 2013 – Brighton Fire Dept. Chief Stephen MacAdam

**APPROVAL OF AGENDA:**

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:**

September 11, 2013 Town Board Meeting

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to approve and file the aforementioned minutes

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**PUBLIC HEARINGS:**

**MATTER RE:** Proposed Extension #99 to the Brighton Consolidated Sanitary Sewer District (see Resolution #1 and associated documentation).

Motion by Councilmember Christopher Werner 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. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** First of two Public Hearings to consider adoption of proposed Supervisors 2014 Preliminary Operating and Capital Improvement Budgets for the Town.

MATTER HELD

**MATTER RE:** First of two Public Hearings to consider adoption of proposed Assessment Rolls for service charges and sewer rent charges for proposed 2014 Special District Budgets and Sewer Rent

MATTER HELD

**COMMUNICATIONS:**

**FROM** Residents of Penarrow Road Neighborhood dated September 9, 2013 honoring the Brighton Public Works Department with a Service Excellence Award in appreciation of the Department's excellent customer service.

**FROM** American Red Cross Blood Services organization thanking the Town for hosting the September 5, 2013 Blood Drive at the Town Hall.

**FROM** Bureau of Justice Assistance dated October 3, 2013 informing the Brighton Police Department of a 2013 funding award to be used for the purchase of armored vests.

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the aforementioned communications be received and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**COMMITTEE REPORTS:**

Parks and Recreation & Community Services (PARCS) – Next meeting 10/28/13 at 4:30 PM at Brookside

Finance and Administrative Services (FASC) – Next meeting 10/15/13 at 3:30 PM in Stage Conference Room

Public Safety Services – Next meeting 11/12/13 at 8:00 AM in Downstairs Meeting Room

Public Works Services – Next meeting 11/4/13 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 James Vogel that the Supervisor read and approve for payment the claims as set forth in Exhibit No. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval to support various traffic control measures as installed in particular locations by the Monroe County DOT as part of their Westfall Road reconstruction project (see Resolution #2 and letter dated September 25, 2013 from Timothy Keef, P.E. Commission of Public Works).

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. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval of change order with authorization for Supervisor to execute same, to support installation of a heat/smoke detection system within the truck bays at the Operation Center, with Kaplan Schmidt (see Resolution #3 and letter dated September 27, 2013 from Michael Guyon, P.E. Town Engineer)

Motion by Councilmember James Vogel seconded by Councilmember Christopher Wener that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval of agreement with authorization for Supervisor to execute same with Crosby-Brownlie to provide various HVAC Maintenance and repair services, which will no longer be offered by Monroe County (see Resolution #4, letter dated September 27, 2013 and associated documentation).

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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Receive and file communication from Richard J. Lovelace, NYSDOT Region #4, Permits Engineer dated August 20, 2013, and authorize Supervisor to execute Undertaking Agreement for the benefit of The New York State Department of Transportation, in connection with work affecting state highways within the town (see Resolution #5 and letter dated September 18, 2013 from Timothy Keef, P.E. Commissioner of Public Works with associated documentation).

Motion by Councilmember Jason DiPonzio 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. 6 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval of budget account transfers totaling \$6,000 to cover in-house labor and materials associated with repairs needed for outdoor pool (see Resolution #6 and letter dated September 23, 2013 from Rebecca Cotter, Recreation Director).

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. 7 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorization for Supervisor to execute required forms needed to extend gravity sanitary sewer by way of easement, to rear of property at 588 White Spruce Blvd. (See Resolution #7 and letter dated September 26, 2013 from Michael Guyon, P.E. Town Engineer with all associated documents).

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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval for exception from Town Procurement Policy to purchase, using forfeited property funds, brand specific, investigative equipment for the police department along with approval of a budget appropriation for \$3,165 to support same (see Resolution #8 and letters dated September 24, 2013 from Police Chief Mark Henderson).

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:** Approval of budget appropriations in the amount of \$147.87 to support shipping costs associated with recent purchase of training equipment for the police department (see Resolution #9 and letter dated September 27, 2013 from Police Chief Mark Henderson).

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. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Accept donation from the Vision Automotive Group/Vision Hyundai for \$500 to be used for the Brighton Police Youth Explorer Program, along with approval of a budget appropriation to support same (see Resolution #10 and letters dated September 30, 2013 from Police Chief Mark Henderson).

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. 11 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute agreement with Municipal Solutions, Inc. to provide services in connection with bond anticipation notes and serial bonds borrowing (see Resolution #11 and memorandum dated September 30, 2013 from Suzanne Zaso, Director of Finance).

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:** Approve appointment of Mrs. Suzy Jensen to the position of Part-time, On-Call School Traffic Guard effective October 14, 2013 (see Resolution #12 and letter dated September 23, 2014 from Police Chief Mark Henderson).

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. 13 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approve budget appropriation to support final payment to Emerald Services for lawn restoration services associated with work completed for the consolidated sidewalk district program (see Resolution #13 and memorandum dated October 1, 2013 from Suzanne Zaso, Director of Finance).

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonizo 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:** Receive and file petition with all associated documents, and set November 13, 2013 for Public Hearing to consider proposed Extension #94 to the Consolidated Sanitary Sewer District for Empire State College to be located on Westfall Road (see Resolution #14 and letter dated September 17, 2013 with all associated documents from Chad Roscoe, Jr. Engineer)

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. 15 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MOTION TO GO INTO EXECUTIVE SESSION:**

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to go into executive session at 9:04 PM to discuss the employment of a particular person in Town Court and the appointment of a particular person to the Architectural Review Board

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel to come out of executive session at 10:42 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MEETING ADJOURNED:**

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to adjourn at 10:43 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 proceeding of the Town of Brighton, County of Monroe, State of New York meeting held on the 9th day of October 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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**WHEREAS**, a petition, dated August 19, 2013, was previously received and filed by Rong Li the owner a .78 acre parcel located on Brighton Henrietta Townline Road (Tax Parcel ID# 149.19-2-11.2) in the Town of Brighton requesting an extension of the Brighton Consolidated Sewer District (known as Extension No. 99) for the purpose of providing sewer service to the subject property; and

**WHEREAS**, a public hearing was duly called and held in such matter on October 9, 2013; and

**WHEREAS**, the evidence offered at such public hearing requires that the Town Board make the determinations made herein;

**NOW THEREFORE, BE IT ORDERED**, the Town Board, as lead agency under SEQRA has given due deliberation to the matter and hereby determines that the proposed action will not have a significant effect on the environment and has previously issued a Negative Declaration under the State Environmental Quality Review Act dated July 23, 2013 with respect to said proposed extension; and be it further

**ORDERED**, that it be and hereby is determined as follows: (1) that said petition is signed and acknowledged or authenticated as required by law and is otherwise sufficient, and that the petition complies with section 191 of the Town Law; (2) that all property and property owners benefited

by the proposed extension are included within the limits of the proposed extension; (3) that it is in the public interest to grant the relief sought therein; and be it further

**ORDERED**, that the said petition requesting that Brighton Consolidated Sewer District Extension # 99 be established be, and the same hereby is, granted, with the costs thereof to be charged on a benefits derived basis; and be it further

**ORDERED**, that the Town Clerk be, and hereby is directed to record a certified copy of this Order in the office of the Clerk of the County of Monroe within ten days after the adoption of this Order.

Dated: October 9, 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	_____

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

October 9, 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>135,571.61</u>
D - HIGHWAY		<u>129,530.75</u>
H - CAPITAL		<u>15,348.24</u>
L - LIBRARY		<u>5,055.93</u>
SA - AMBULANCE DIST		<u>18,511.00</u>
SD - DRAINAGE DIST		<u>9,980.00</u>
SL - LIGHTING DIST		<u>21,092.15</u>
SS - SEWER DIST		<u>15,171.12</u>
TA - AGENCY TRUST		<u>3,466.52</u>
TE - EXPENDABLE TRUST		<u>130.00</u>
	TOTAL \$	<u>353,857.32</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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 25, 2013 from Commissioner of Public Works Timothy E. Keef, P.E. together with correspondence dated September 18, 2013 from Monroe County Director of Transportation Terrence J. Rice, P.E. regarding a request to the Town Board pursuant to Sections 1651 and 1652-a of the New York State Vehicle and Traffic Law to consent to the establishment by the County of a Center lane Two-way left turn, east bound and west bound on Westfall Road from 220 feet East of Sawgrass Drive to 270 feet west of South Clinton Avenue and from 170 feet East of South Clinton Avenue to LacDeville Blvd; and the establishment of a Right turn only lane east bound on Westfall Road at Sawgrass Drive Extension and a Right turn only lane southbound on Westfall Road at the Monroe Developmental Center Driveway, be received and filed, and be it further

**RESOLVED**, that the Town Board pursuant to Section 1652-a of the New York State Vehicle and Traffic Law hereby consents to the establishment by the County of the above traffic restrictions on Westfall Road.

Dated: October 9, 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

September 25, 2013

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

re: Monroe County Department of Transportation (MCDOT)  
Traffic Control Device Ordinance  
Westfall Road/Sawgrass Drive Vicinity and Intersection

Dear Supervisor Moehle and Town Council Members:

Pursuant to the attached correspondence received from the MCDOT, dated September 18, 2013, the Town Board has been requested to pass a resolution supporting the listed traffic control measures (various dedicated turn lanes, striping and signage as noted) at the above locations. This entails a new center turn lane for east and west bound traffic, and right turn lanes for access onto Westfall Road from Sawgrass Drive and the OPWDD access driveway, all new features of the County's Westfall Road Reconstruction Project. It is recommend that the Board pass a resolution to this effect and as outlined in said attached communication from MCDOT.

As always, thank you for consideration of requests such as this.

Very truly yours,

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

TEK/wp

attachment

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



**Department of Transportation**  
 Monroe County, New York

**Maggie Brooks**  
 County Executive

**Terrence J. Rice, P.E.**  
 Director

September 18, 2013

Mr. Daniel Aman  
 Town Clerk  
 Town of Brighton  
 2300 Elmwood Avenue  
 Rochester, New York 14618

**RE: TRAFFIC CONTROL DEVICE ORDINANCE**

Dear Mr. Aman:

The County of Monroe Department of Transportation, pursuant to authority granted by Sections 1651 and 1652-a of the New York State Vehicle and Traffic law, does hereby request the establishment of the following traffic controls.

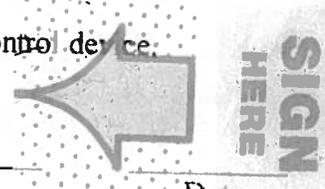
TRAFFIC REGULATION(S)	LOCATION
Center lane Two-Way Left Turn/EB & WB	220' E of Sawgrass Dr. to 270' W of S. Clinton Ave. 170' E of S. Clinton Ave. to LacDeville Blvd.
Right Turn Only EB	Westfall Rd. @ Sawgrass Dr. Ext.
Right Turn Only SB	Westfall Rd. @ MDC Driveway

Please have your Town Board pass an appropriate ordinance for this regulation at your earliest convenience. The Monroe County Department of Transportation is installing the above traffic control devices in accordance with the New York State Manual of Uniform Traffic Control Devices to establish the above regulation.

The above regulations are to be effective upon installation of said traffic control device.

  
 Terrence J. Rice, P.E.  
 Director of Transportation  
 County Superintendent of Highways

\_\_\_\_\_  
 Town Clerk  
 Town of Brighton



Date

Please sign, date, and return this form and a copy of the ordinance to the Monroe County Department of Transportation at the address below as soon as possible.

TJR/DW/bm

cc: D. Wiegand  
 File

H:\Shared\Subject\TRAFFIC CONTROL ORDINANCE\ordinance let to town clerk master.doc

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 27, 2013 from Town Engineer, Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute a change order of \$24,036.00 with Kaplan-Schmidt to allow for the installation of security/intrusion systems on several additional doors in Town Hall and to allow for the installation of a fire alarm system for the truck bay at the Town Operation Center, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a change order of \$24,036.00 with Kaplan-Schmidt to allow for the installation of security/intrusion systems on several additional doors in Town Hall and to allow for the installation of a fire alarm system for the truck bay at the Town Operation Center.

Dated: October 9, 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

7, 2013

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

Re: Replace Town Hall Facility & Operations Center Fire Alarm and Security System  
Request for Change Order

Dear Councilperson Werner and Committee Members:

In November 2010 the Town contracted with M/E Engineering to prepare construction documents to replace the existing Town Hall and Operations Center fire alarm and security systems. This project was publicly bid in November 2012 and the Town Board awarded the construction of the alarm system to Kaplan-Schmidt at their 12/27/12 meeting. The bid amount \$140,700 was well below the Capital Improvement Plan budget of \$296,945.

The Town Hall facility construction phase of the fire alarm system is complete excepting the intrusion system improvements. The replacement of the existing fire alarm system at the Operations Center is underway. During the Operations Center installation it was discovered that the contract documents did not include the replacement of the existing fire alarm system within the truck bays. The existing alarm system is incompatible with the new system and requires replacement. Therefore, a new fire alarm/smoke detection system must be extended to serve the truck bays. Upon discovery of this oversight, M/E Engineering designed a fire alarm system for the truck bay area and obtained a price quote of \$15,936 from the contractor Kaplan-Schmidt to complete the work. A copy of the price quote is attached.

Additionally, during the installation of the Town Hall security/intrusion system the contractor discovered several door contactors that were inadvertently overlooked during the system design. M/E Engineering has obtained a price quote from the contractor to provide additional cable and contactors. A price quote of \$8,100 was provided by the contractor, Kaplan Schmidt, to complete this work.



The installation of the fire alarm system in the truck bays and the installation of the additional contactors were not included in the original contract amount of \$140,700. If authorized by the Town Board the new contract amount will be \$164,736.00.

I am requesting that FASC recommend that the Town Board approve a change order in the amount \$24,036 to install a heat/smoke detection system within the truck bays at the Operation Center and provide the required cables and contactors for the security/intrusion system. Furthermore I am requesting that FASC recommend that the Supervisor be authorized to execute this change order.

As always, thank you for your consideration. A representative from M/E Engineering and I will be in attendance at the October 1, 2013 regularly scheduled meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon  
Town of Brighton Department of Public Works

cc: S. Zaso  
T. Keef  
K. Hall

EXHIBIT NO. 5

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 27, 2013 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an agreement with Crosby-Brownlie, Inc. which was the County of Monroe's low bidder for maintenance and repair services to the HVAC systems at Town Hall and the Operations Center, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Crosby-Brownlie, Inc. for maintenance and repair services to the HVAC systems at Town Hall and the Operations Center .

Dated: October 9, 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

September 27, 2013

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

re: Authorize HVAC Service Agreement  
Monroe County Bid - Mechanical Term Services

Dear Chairman Werner and Committee Members:

We have been recently informed by Monroe County that it will no longer be providing support services to the Town for the maintenance and repair of our HVAC systems at the Town Hall and DPW Operations Center. This is due to the increased demand of services the County's staff is now obligated to attend to for its own facilities. While this is an unfortunate development due to the timing and the uncertainty of the impacts to our budget in this regard, there is a mechanical term services item on County contract that essentially provides the necessary scope of services for our needs, which we can take advantage of. Furthermore, the County wishes to curtail these services as quickly as we can mutually agree to do so (tentatively October 30<sup>th</sup>). Therefore, it is recommend that we pursue instituting provisions to insure that we have the necessary coverage for servicing our equipment needs and enter into an agreement with the County's low bidder, Crosby-Brownlie, Inc.. There will be the remaining funds in the 2013 budget for the balance of this year, and monies have been included in the tentative 2014 budget for this purpose. Again, the exact fiscal impact realized is dependent upon the number of calls made for service and is not yet fully known. However, it will most likely be greater than what we have experienced with the County due to various factors.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 1, 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: K. Hall  
M. Hussar  
S. Zaso  
A. Banker  
K. Gordon



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

**TITLE:** MECHANICAL TERM SERVICES

**CONTRACT #:** 4700006937 (BP0915-12)

**CONTRACT DATES:** 1/01/2013 – 10/31/2013

**BUYER:** Phil DiFrancesco  
**PHONE:** 585.753.1130  
**FAX:** 585.324.4278

**VENDOR(S):** 102119  
Crosby-Brownlie, Inc.  
100 Nassau Street  
Rochester, NY 14605  
**Contact Info:**  
Bryan Stalk, Service Manager  
585.325.1290  
24 Hour Service: 877.252.8927

**AWARD AS FOLLOWS:** GROUP I: Mechanical Term Services

Phil DiFrancesco  
Buyer

XC: BP FILE  
BUYER  
VENDOR



# MONROE COUNTY BID PROPOSAL

Division of Purchasing  
County Office Building, Room 200  
39 West Main Street  
Rochester, NY 14614  
(585) 753-1100

BID PROJECT NUMBER: 0915-12

BID TITLE: MECHANICAL & ELECTRICAL  
TERM SERVICES

BUYER: Dawn C. Staub

BID TIME: 11:00 A.M.

PHONE: (585) 753-1120

BID DATE: October 9, 2012

**BID SECURITY REQUIRED:** No: X  
Yes, in the amount of \_\_\_\_\_ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
GROUP I		MECHANICAL AND ELECTRICAL TERM SERVICES		<i>Pub.</i> 1.34
GROUP II		MECHANICAL MULTIPLIER  ELECTRICAL MULTIPLIER  (MULTIPLIER TO 2 DECIMAL PLACES) PLEASE SUBMIT TWO (2) COPIES OF BID PROPOSAL AT TIME OF BID OPENING.		N/A
		Pre-Bid Meeting: Monday, October 1, 2012 Watts Conference Center, 49 S. Fitzhugh St. 10:00 A.M.		

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME Crosby-Brownlie, Inc.

SIGNED BY *Peter W. Brennan*

ADDRESS 100 Nassau Street  
Rochester, NY 14605

PRINTED NAME Peter W. Brennan

FEDERAL ID NO. 16-1120570

TITLE Vice President - Service

E-MAIL ADDRESS pbrennan@crosbybrownlie.com

PHONE NO. 585-325-1290

FAX NO. 585-325-5543

### BID ACCEPTANCE AND CONTRACT AWARD

SAP CONTRACT #4700006937

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

GROUP I: MECHANICAL TERM SERVICES

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from 1/01/2013 to 10/31/2013

Date: 12/31/12

BY: *Dawn C. Staub*  
Dawn C. Staub, Purchasing Manager, Monroe County

## INSTRUCTIONS TO BIDDERS

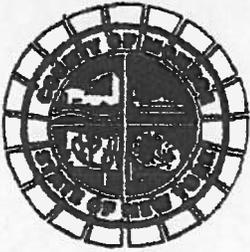
- All public bids must be submitted to purchasing in sealed envelopes which clearly identify the bid project number and the title of the service/product being bid. Any other writing on the envelope, with the exception of Company logos, etc. may result in bids being misplaced and otherwise rejected.
- Unsigned bids may be rejected as informal.
- Questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Buyer, prior to the formal bid opening. Such questions will not be entertained after said bid opening.
- Where a Bid Security is indicated on the face of the proposal, the security must be attached to the Proposal as an earnest of good faith. In this case, any bid without a bid security may be rejected as informal.

**The Purchasing Manager reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of Monroe County.**

## NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices, which have been quoted in its bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.



**Purchasing and Central Services**

**Monroe County, New York**

**Maggie Brooks**  
*County Executive*

**Dawn C. Staub**  
*Purchasing Manager*

**ADDENDUM NO: 1**

**BID PROJECT NO: 0915-12 MECHANICAL & ELECTRICAL TERM SERVICE**

**DATE: October 1, 2012**

**BIDDERS PLEASE NOTE:**

**ADD FOLLOWING TO SECTION 1.16:**

**MILEAGE:**

Monroe County will not reimburse for any parking expenses.

**MONROE COUNTY**

**Dawn Staub, Purchasing Manager**  
**(585) 753-1100**

The undersigned bidder acknowledges receipt and understanding of Addendum No. 1 to Bid Project No. 0915-12 **MECHANICAL & ELECTRICAL TERM SERVICE**

October 9th, 2012

Date

Authorized Signature

Vice President - Service

Title

Crosby-Brownlie, Inc.

Name of Company

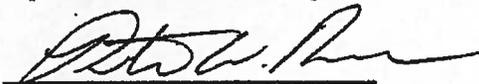
**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: 10/9/12

Crosby-Brownlie, Inc.  
[Print Name of Contractor]

By:   
[Signature]

Peter W. Brennan  
[Print Name]

Vice President - Service  
[Print Title/Office]

**VENDOR MUST COMPLETE THIS FORM AND SUBMIT WITH BID.**

**TERMS AND CONDITIONS**

**BID ITEM:** Mechanical and Electrical Term Services

**FOR:** Various Monroe County Departments

**DUPLICATE COPIES:** Please submit your bid in duplicate; the original and one (1) copy.

**DEPARTMENT CONTACT:** Darryl Maslanka, Department of Environmental Services, 585-753-7514

**BID INFORMATION:** At the time of bid, the bidder shall supply detailed specifications covering the service contained herein, and shall clearly indicate any areas in which bid does not fully comply with the specifications contained herein. Failure to indicate areas of non-compliance may be grounds for bid rejection.

**SUBMITTAL OF FORMAL PROPOSAL:** Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and disability benefits** coverage or proof that they are exempt.

**SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

**QUANTITIES:** The quantities listed are **estimated total annual requirements.** These estimates should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract period. Estimates are based upon average actual annual usage for years indicated by Group by County departments only. Estimates for Monroe Community Hospital (MCH) were provided by MCH.

**WAGE RATES:** Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC# 2012008121 developed for this project.**

**QUALIFIED  
BIDDER:**

Each bidder must be prepared to present satisfactory proof of its capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to its ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**EMERGENCY  
WORK  
REQUESTS:**

The Contractor must maintain a telephone number in order to be reached twenty-four (24) hours per day, seven (7) days per week.

**METHOD OF  
AWARD**

Monroe County intends to award the bid to the lowest responsive and responsible bidder based on the multiplier provided for each Group. The County will award the contract(s) as a **whole or by Group**, depending on which ever method results in the lowest overall cost to the County. Separate awards will be considered when the difference between multipliers for each Group is great enough to offset the additional costs inherent to multiple contracts. Contractors must provide a multiplier applicable to all items within a Group in order to be considered for that Group. If a Contractor does not provide a multiplier for the entire Group, the bid will be considered incomplete and not eligible for award. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

**CONTRACT  
TERM:**

Contract will start with the date of the contract award and run through **October 31, 2013** with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

**PRICE INCREASE:**

The labor rate per hour shall remain firm for the contract term unless established wage schedules are changed (increased or decreased) by the New York State Department of Labor (NYS DOL). In the event such wages are changed by NYS DOL, the Contractor's labor rate per hour will be changed in an amount exactly equal to that of NYS DOL wage schedules (wage rate plus supplemental benefits only). **The Multiplier shall remain constant during the contract term.** Adjustments to the Multiplier will be considered by the County only at the time of Contract renewal.

**MINIMUM ORDER:**

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

**PURCHASE  
ORDER  
ISSUANCE:**

No work shall proceed against nor shall any items be delivered against this contract until the Contractor has received a purchase order and/or a purchase order number. **Items supplied or services rendered that are not part of this contract will not be paid for by Monroe County.**

**HOURLY RATE:**

The Contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour. Overtime rate shall be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

**MATERIAL COSTS:**

All materials shall be itemized on each invoice and billed at five percent (5%) above the Contractor's net cost. Each item must include a full description including manufacturer, stock number, and unit price. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than five percent (5%) of the Contractor's net cost.

**WRITTEN ESTIMATES:**

The County reserves the right to request a written estimate for the proposed work that shall be provided to the ordering department. The estimate must show labor and material costs. The County may, depending upon the cost estimate, independently purchase any equipment or supplies needed to execute a project conducted under this contract, but reserves the right to authorize the purchase of materials by Contractor as necessary. The Contractor may not proceed with the work until approval is given by the ordering department. If the estimate is considered too high, the County reserves the right to obtain open market quotations, provide materials or change the scope of the work. The County maintains the right to publicly bid projects over thirty-five thousand dollars (\$35,000). Projects that exceed one hundred thousand dollars (\$100,000) require written authorization by the Purchasing Manager. The County also maintains the right to cancel a request.

**BILLING PROCEDURE:**

All invoices for items sold to any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.** Invoices must be received within thirty (30) days of project completion.

**CERTIFIED PAYROLL RECORDS:**

Contractors are required to deliver subscribed and sworn payroll transcripts to the County of Monroe within one (1) week after issuance of the first payroll and every one (1) week thereafter. The transcript shall be accompanied by a statement under penalty of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each job classification, including apprentices and trainees, conform with the work performed. In federally aided projects the higher of the federal or New York State Wage Rates shall apply.

**SECURITIES AND INSURANCE:**

Any Certificate of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day.

**UNCONTEMPLATED PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**COMPLIANCE WITH THE LAW:**

The Contractor agrees to procure all necessary licenses and permits, the cost of which shall be included in the multiplier. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

**SUBCONTRACT:**

The Contractor shall not subcontract any work without first obtaining the written consent of the Purchasing Manager of the County of Monroe.

**RELATED ITEMS:**

The County reserves the right to add additional titles as may be required for specific projects to this contract during the contract term upon mutual agreement of both parties. Authorization must be given in writing by the Purchasing Manager.

**REPORT OF PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**OTHER AGENCIES:**

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authorities located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance, or to assume any such liability for the County by the Contractor.

**BP#0915-12**  
**MECHANICAL & ELECTRICAL TERM SERVICES**  
**SPECIFICATIONS**

**1.1**     **SCOPE**

It is the intent of the County to contract with qualified electrical, mechanical and plumbing contractor(s) for the provision of various trades personnel for maintenance, repair and construction services on various projects that are located within County facilities. The Contractor(s) will be required to work either independently or in conjunction with County personnel responsible for such projects. Specific work to be performed by the Contractor(s) will be under the direct supervision of the Contractor's Project Manager, Construction Superintendent and/or Foreman in cooperation with the County and will be paid on a time and materials basis.

The trades' personnel are divided into two (2) groups. Group I Mechanical, includes plumbers, sprinkler fitters and sheet metal workers; Group II Electrical, includes electricians. The resulting contract(s) from this bid specification will replace the Mechanical Maintenance, Electrical Construction and Construction Term Services (Group I Plumbing) term contracts.

Monroe County will hold a **pre-bid conference on Monday, October 1, 2012, at the Ebenezer Watts Conference Center (49 South Fitzhugh Street, Rochester) from 10:00 to 10:30 a.m.** Prospective bidders are strongly encouraged to attend this informational session. While attendance is not mandatory, it will be the only opportunity for bidders to familiarize themselves with the project. Any failure by prospective bidders to acquaint themselves with available information in regard to these specifications, work areas, character of equipment and facilities, and all other matters that can in any way affect the work or cost thereof under this contract, will not relieve them from the responsibility of carrying out the work intended by this contract.

**1.2**     **SERVICE LOCATIONS**

The contract(s) resulting from this bid will be available to all Monroe County departments for work in County-owned and leased facilities, as well as political subdivisions. The primary County departments that utilize this contract include: Department of Environmental Services (DES), Monroe Community Hospital (MCH), Greater Rochester International Airport (Airport or GRIA), Sheriff's Department and Parks Department. The referenced departments will use both of the contract groups in some capacity on a regular basis.

Projects for DES include, but are not limited to, electrical and mechanical projects at all DES locations, maintenance for various County operating departments, and twenty-four (24) hour emergency mechanical service. Work at MCH covers day-to-day maintenance as well as electrical and mechanical construction projects. The Sheriff's Office requires plumbing services at the Monroe County Jail and Monroe County Correctional Facility, and the Parks Department requires electrical and mechanical support on larger projects in the County's twenty-one (21) parks, which include lodges, shelters and restrooms. The Airport requires ongoing electrical maintenance, as well as general mechanical maintenance and construction.

### **1.3 BIDDER QUALIFICATIONS**

No bid will be considered unless the person or organization submitting the bid can meet the following minimum qualifications:

- A. Must employ at least one (1) tradesman who possesses a Plumber's License as issued by the City of Rochester (Group I only).
- B. Must employ at least one (1) tradesman who possesses a Master Electrician's License as issued by the City of Rochester (Group II only).
- C. Must employ at least one (1) licensed professional engineer (Group I only).
- D. Must have demonstrated access to a qualified labor pool sufficient to satisfy the project requirements.
- E. Have the capability of managing multiple jobs simultaneously on short notice.
- F. On demand, must be able to produce documentation or other evidence demonstrating ability to comply with the terms, conditions and specifications of this proposal. In all cases, the decision of the County Purchasing Manager will be considered final.

### **1.4 APPLICABLE CODES, STANDARDS AND REFERENCES**

All work shall be in accordance with the following codes and standards except as provided otherwise herein.

- A. All local and state building codes
  - 1) Group I Mechanical:
    - Uniform Fire Prevention and Building Code
    - Building Code of New York State (BCNYS)
    - Fire Code of New York State (FCNYS)
    - Fuel Gas Code of New York State (FGNYS)
    - Mechanical Code of New York State (MCNYS)
    - Plumbing Code of New York State (PCNYS)
    - Property Maintenance Code of New York State (PMCNYS)
    - Energy Conservation Code of New York State (ECNYS)
    - National Fire Protection Association 13, 14, 16, 70, 72 and 110 (NFPA)
  - 2) Group II Electrical:
    - Uniform Fire Prevention and Building Code
    - National Electrical Manufacture's Association - NEMA
    - American Society for Testing and Materials - ASTM
    - Institute of Electrical and Electronic Engineers - IEEE

- International Electrical Testing Association – NETA
- Maintenance Testing Specifications – MTS-1989
- American National Standards Institute – ANSI C2: National Electrical Safety Code
- Insulated Cable Engineers Association – ICEA
- Association of Edison Illuminating Companies – AEIC
- Occupational Safety and Health Administration – OSHA
- National Fire Protection Association – NFPA
  - ANSI/NFPA 70: National Electrical Code
  - ANSI/NFPA 70: Electrical Equipment Maintenance
  - NFPA 70E: Electrical Safety Requirements for Employee
  - ANSI/NFPA 78: Lighting Protection Code
  - ANSI/NFPA 101: Life Safety Code

- B. American Society for Testing and Materials – ASTM
- C. American National Standards Institute
- D. Insulated Cable Engineers Association – ICEA
- E. Occupational Safety and Health Administration – OSHA

**1.5 SERVICE RESPONSE**

The Contractor will be required to furnish a permanent twenty-four (24) hour, seven (7) day per week, staffed service call telephone number for use by the County when it requires service.

The Contractor will be required to respond to high priority service requests within two (2) business days. Contractor will be required to respond to regular priority service requests within five (5) business days, or sooner, as conditions warrant.

**1.6 STANDARD PRODUCTS**

All materials, equipment and accessories provided shall be new and unused, shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment, and shall essentially duplicate material or equipment that has been in satisfactory operation in County facilities at least five (5) years. Where applicable, the products used should be compatible with existing systems. The County reserves the right to reject any material, equipment or equipment manufacturer.

**1.7 QUALITY CONTROL AND SAFETY**

- A. All materials must comply with manufacturer specifications.
- B. Contractor must have in use a Quality Control Procedure.

- C. Contractor must have in use a written safety program with a full-time Safety Coordinator.
- D. The Contractor must be capable of providing staff that has the following training and certifications and documentation thereof:
  - Asbestos Handler Certification
  - Ten Hour OSHA Training Course
  - Hazard Communication
  - Lockout – Tagout
  - Confined Space Entry
  - Respirator and Hearing Protection
  - General Personal Protective Equipment (PPE) Usage

**1.8 MATERIALS AND REPLACEMENT PARTS REIMBURSEMENT**

Cost for materials and replacement parts incorporated in the work will be reimbursed at the Contractor's net cost plus five percent (5%). It is expected that for routine jobs the Contractor will use materials from their own stock. Such items will be charged at the Trade Service Price (plus 5%) in effect at the time the materials are used. The vendor shall not be required to submit individual invoices for such material, but is expected to maintain supporting documentation for these material charges.

When material or equipment is required for a particular job, which is not standard stock material, the vendor must submit a copy of their invoice showing the amount paid. The vendor will charge the standard five percent (5%) mark up for these items.

The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for materials. The County may elect to provide materials from County supply contracts. The Contractor shall maintain records of all materials furnished by the County or the Contractor and installed as part of the work order. The County will perform routine audits of these records. The County will not reimburse the Contractor for any sales tax.

**1.9 TIME CHARGES**

- A. The time for each project will be computed from the time of arrival to time of completion of the project at the job site. Monroe County will not pay for travel time to and from the job site.
- B. All time to be computed to the nearest half-hour.
- C. All time charges shall be computed using applicable wage rates and supplements. Work day varies by department but is generally between 6:00 a.m. and 6:00 p.m. Monday through Friday. Specific work hours to be arranged by individual departments.
- D. There is no guarantee for a specific number of work hours to the Contractor's tradesmen. The number of hours worked by the tradesmen will be based solely on the needs of the County.

- E. The County shall have the right to make changes in the normal work hours for purposes of increased efficiency and coordination while working in County Facilities.
- F. Estimates shall be provided at the request of the County.
- G. Invoices for payment shall be submitted to the County within thirty (30) days of job completion.

**1.10 WORK ORDER FORM – ATTACHED**

All work will require the completion by the County's project manager of a work order form (follows). No work shall commence until a purchase order has been assigned to the work order form. The Contractor's job foreman must obtain the completed form from the County's designated representative before beginning work. Except for Emergency call out, work shall not commence until a purchase order number has been assigned to the work order form and all estimates, if applicable, have been approved by the County.

It is the intent of Monroe County to match each *work order form* and *purchase order* for administrative clarification purposes.

**WORK ORDER FORM**

Purchase Order # \_\_\_\_\_ Work Order # \_\_\_\_\_

**Project ID**

Name: \_\_\_\_\_

Location: \_\_\_\_\_

**Scope of Work and Location**

Description: \_\_\_\_\_

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

Estimated Time: \_\_\_\_\_

Crew Requirements: \_\_\_\_\_

Materials: \_\_\_\_\_

Special Equipment: \_\_\_\_\_

Safety and Operational Considerations: \_\_\_\_\_

Inspection: New York Board of Fire Underwriter's or Middle Department Inspection Agency.

**Funding Source**

Department Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Plant                      Storage Loc                      GL Account                      Cost Center                      Bus Area                      Fund

**Approvals**

Project Manager/Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number

Contract Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone number

**1.11 DAILY TIME AND MATERIALS REPORT**

The Contractor shall provide a daily time and materials report. These original daily reports attached to the Contractor's invoice will be the only basis for payment by the County. These reports must be reviewed by and signed by the County's designated representative or they will not be accepted. The report sheets shall list as a minimum:

- Name of each employee
- Number of hours per employee
- Brief statement of work performed
- Materials used
- Equipment used
- Labor rate(s) per hour
- Work Order Number

Tradesmen are required to complete and sign (original signature in ink) an original daily time and materials report documenting hours worked on a daily basis. Any changes must be Initialed by the tradesman.

**1.12 CLEAN-UP**

The Contractor shall at all time keep the premises and site free from accumulations of waste material or rubbish caused by tradesmen or work. At the completion of the work all rubbish caused from and about the site of the work shall be removed.

**1.13 PROTECTION OF PROPERTY**

The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operation under this Contract. Any damage or injury occurring on account of any act of omission or negligence on the part of the Contractor shall be restored in proper and satisfactory manner or replaced by and at the expense of the Contractor.

It is the Contractor's responsibility to be aware of and comply with such safety regulations as may be required by jurisdictional agencies and shall at all times conduct operations so as to avoid and eliminate any unsafe conditions created by said operations.

**1.14 TOOLS**

The Contractor is expected to have on hand sufficient and proper tools of the trade to facilitate the work and handle all emergencies normally encountered in work of this character as outlined in Section 1.18 and as otherwise would reasonably be expected. This includes general items such as hand tools, protective clothing, communications equipment, decontamination and traffic control devices for the purposes of this Contract. The cost of such items shall be treated as part of the overhead included in the multiplier(s). The Contractor's tradesmen may be individually assigned specialized tools by the County and shall be accountable for such tools.

The County will reimburse the Contractor for the actual cost of the rental of specialized tools or equipment not readily available to the Contractor or the County. There shall be no material mark-up. The Contractor shall notify the County before the actual rental of such tools or equipment occurs and shall supply information in writing regarding rental costs and duration of rental.

**1.15 TRANSPORTATION**

Contractor is not required to provide service vehicle(s) for the exclusive use of tradesmen assigned to the County during the term of this contract; however, Contractor must have capacity and ability to meet the terms, conditions and specifications of the contract. The Contractor's tradesmen shall have transportation suitable for transporting themselves, tools and equipment to/from the job site, between job sites as necessary, and to/from suppliers and equipment rental entities. Tradesmen working at DES and Parks are frequently required to transport materials and move between several job sites each day. Tradesmen assigned to MCH, Airport and the Sheriff's Office generally will not have to travel to more than one job site each day, but may have to procure supplies and equipment on a regular basis.

**The County will not transport Contractor's tradesmen, tools or equipment. This shall include, but is not limited to, transportation to/from job sites, between job sites, or to/from suppliers or equipment rental entities. Provision of transportation is not the responsibility of the County. Lack of transportation at any time may be grounds for termination of the contract.**

**1.16 MILEAGE**

The County will reimburse Contractor for mileage at the IRS standard business mileage rate (currently \$0.555 per mile) when transporting materials and/or tradesmen between job sites.

The County will not reimburse mileage for transportation to the initial job site or from the final job site.

**1.17 SPECIAL EQUIPMENT**

Specialized vehicles or heavy equipment, such as boom truck or lift, may be required for some work. The County will reimburse the Contractor for the actual rental cost of such specialized vehicle and/or equipment. (See also Section 1.14). The Contractor shall notify the County before the actual rental of this equipment occurs and shall supply information in writing regarding rental costs and duration of rental. The County may elect to provide special vehicles and/or equipment directly.

**1.18 WORK TO BE PERFORMED**

The assignment of work, direction and supervision of Contractor's tradesmen shall be the responsibility of the Contractor. Work will not be directed, assigned or supervised by the County.

The Contract shall cover, but is not limited to, the following construction disciplines:

**A. Plumber**

- 1) General construction and maintenance repairs
  - a. Assembles, installs and repairs pipe fixtures of heating, water, and drainage systems, according to specifications and plumbing codes
  - b. Studies building plans and drawings to determine work aids required and sequence of cuts and threads pipe cutters, cutting torch and thread machine
  - c. Fabricates, assembles, installs, and maintains piping systems, fixtures and equipment for water, heating and cooling
  - d. Lubricate sprinkler and industrial systems
- 2) General plumbing and maintenance repairs, testing and inspections:
  - a. Backflow tests – City of Rochester
  - b. Sprinkler tests
- 3) Mechanical Maintenance and Repair
  - a. Replacement of small, medium and large flanged gate valves, butterfly valves, plug valves, flow tubes from floor grade up to and including 8 feet above floor grade
  - b. Complete rebuild and testing of 2", 4" 6" and 8" backflow preventers
  - c. Installation of 6" horizontal frame mounted pumps
  - d. Removal and replacement of upright sprinkler head at a height of 8' above grade
  - e. Removal and replacement of small, medium and large carbon steel, ductile iron, welded, threaded, roll grooved or cut grooved pipe, up to 10' long, located from floor grade to 8' above floor grade
  - f. Replacement of hydraulic gate actuators from ground level up to one hundred (100) feet below grade
  - g. General preventive maintenance of electric actuators
  - h. Rebuild 36" non-rising stem, double wedge gate valve in place; located greater than 8' above floor grade
  - i. Rebuild 24" outside screw and yoke (OSY) double wedge gate valve in place; located from floor grade to 8' above floor grade

**B. Electrician**

- 1) **General electrical maintenance, primarily involving voltages of less than 600 volts.**
  - a. **Installation and troubleshooting electric motors and their controls. The motors are single and three phase and run from fractional to 1500 H.P.**
  - b. **Familiarity with Instrumentation Equipment and systems including standard interfacing procedures (e.g. 4-20 mA current loops, 1-5 VDC interface, RS232 and RS422 wiring configurations).**
  - c. **Familiarity with the following systems:**
    - **Adjustable Frequency Drives**
    - **Soft-Start Controllers**
    - **Programmable Logic Controllers**
    - **Telephone systems**
    - **Data systems**
    - **Security systems**
    - **Fire Alarm systems**

**On demand, must be able to produce documentation or other evidence demonstrating ability to comply with the above requirement. In all cases, the decision of the County Purchasing Manager will be considered final.**

- 2) **General Systems Installation**
  - a) **Installing new wiring and repairing old wiring**
  - b) **Installing receptacles, lighting systems and fixtures**
  - c) **Planning and installing raceway systems**
  - d) **Troubleshooting and repairing electrical systems**
  - e) **Establishing temporary power during construction**
  - f) **Establishing power distribution within project**
  - g) **Establishing grounding systems**
  - h) **Installing service to buildings and other structures**
  - i) **Providing power and controls to motors, HVAC, and other equipment**
  - j) **Installing fire alarm systems**
  - k) **Installing and repairing traffic signals, outdoor lighting and outdoor power feeders**
  - l) **Installing instrumentation and process control systems, including energy management systems**
  - m) **Establishing OSHA and Customer Safety Requirements**
  - n) **Installing security systems**
  - o) **Installing, maintaining and repairing lighting protection systems**

3) Power Cable Replacement and Repair

These cables transmit power with voltages of 2.3, 4.16, 12.3 and 34.5 kilovolts. The Contractor must be capable of doing the following:

- a. Have the capability to repair, install and test all cables
- b. Locate and isolate cable faults
- c. Install high voltage cable splices and terminations
- d. Perform work on immediately connected switchgear and transformers

4) Sub Station Installation and Repair

- a. Transformer replacement
- b. Circuit breaker repair and replacement
- c. Power logic
- d. Relay and overcurrent protection schemes
- e. Grounding systems
- f. Overhead switches and fuses

\* It is mandatory that the County receive copies of all test reports generated during this type of labor.

5) Emergency generating and back-up power installation

- a. Posi Lock Installation
- b. UPS systems
- c. Batteries

\* It is mandatory that the County receive copies of all test reports generated during this type of labor.

**1.19 CONTRACTOR EXPERIENCE**

In submission of the proposal for the Contract, the Contractor hereby undertakes a fiduciary responsibility to the County to ensure that the Contractor's expenditures, use of labor, subcontracts, rentals, purchases and allocations are fair, reasonable, properly allocable, in the County's best interest, and are at the lowest possible cost consistent with the proper completion of the work hereunder.

The Contractor shall demonstrate sufficient experience in trades work equivalent to this contract. Bidders shall submit a statement of past and present experience on similar contracts with the bid proposal. Such statements shall include, but not necessarily be limited to:

1. Name and address of Owner.
2. Name, telephone and email address of Owner contact.
3. Scope of work.
4. Duration of contract.
5. Approximate dollar value.

6. Types of contractors with whom the Contractor was required to coordinate its work.

**1.20 SECURITY**

Contractor's tradesmen assigned to any County project will be required to meet the Federal Aviation Administration (FAA) security requirements for working at the Airport, and the Sheriff's Department's requirements to work in the Hall of Justice and the Appellate Court. All of Contractor's tradesmen may be required to work in any of these locations at any time. Therefore, all tradesmen will be required to pass a security background check and wear a County-issued contractor identification badge at all times.

**2.0 LABOR REQUIREMENTS**

Recognizing that the scope of this contract is intended to provide electrical and mechanical services to multiple departments for projects of varying size and scope, the bidder must have access to a labor pool of qualified tradesmen sufficient to satisfy the project requirement. Due to the duration of the work and the turn around time that may be required, the Contractor(s) may be required to provide approximately sixteen (16) full-time equivalent (FTE) electrical and mechanical tradesmen, on an annual basis.

The County may be desirous of obtaining the services of specific tradesmen for long-term assignments within specific departments as allowable under current union agreements. The County does not consider a constant rotation of tradesmen and the learning curve that accompanies frequent transitions an efficient way to meet the goals and objectives of this contract.

Monroe County reserves the right to refuse, without cause, any tradesman assigned to this contract.

The County shall have the right to demand, orally or in writing, the removal of any tradesman performing services for the County pursuant to this Agreement. In such event, the Contractor shall remove such individual and shall immediately cause a replacement to be made with an employee of the Contractor performing the same trade as the employee of the Contractor so removed or, at the County's option, with an employee of the Contractor performing a different trade. Any such replacement shall be referred by the trade union having jurisdiction and shall be subject to the approval of the County. In the event that a tradesman is removed by the County, the County shall promptly notify the Contractor.

The County reserves the right to let other contracts in connection with any work let under this contract. The Contractor will afford other contractors reasonable cooperation in the execution of their work and will properly coordinate its work with theirs.

The Contractor shall submit a brief narrative statement indicating the source of the required tradesmen.

**2.1 APPRENTICESHIP PROGRAM**

Contractor, or their subcontractor(s), must have access to current New York State Apprentice

Programs for plumbers and electricians, based on Group(s) bid, that have been approved by the Department of Labor. The Contractor must also maintain affirmative efforts to retain minority apprentices.

Prior to entering into a contract with the County, Contractor shall provide proof that current apprenticeship agreements appropriate for the type and nature of work to be performed have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the Labor Law, any provision contained in §103 of the General Municipal Law to the contrary notwithstanding.

**3.0 MULTIPLIER**

Bidders shall bid a Multiplier for costs associated with administering this contract. The Multiplier shall include overhead and profit. The Multiplier will be calculated on top of the hourly wage only (prevailing wage plus supplemental benefits) for tradesmen to determine the invoice price. The Multiplier shall not be added to any other costs allowable under this contract.

Prevailing wage rates and prevailing hourly supplements for each title shall be determined by using Prevailing Wage Schedule for Article 8 Public Work Project Case Number (PRC# 2012008121), as assigned by the New York State Department of Labor for this project.

The Multiplier will remain the same throughout the term of this contract. Any adjustment to the wage rates by the Department of Labor will affect the wage rates and supplements only. The Multiplier will remain constant regardless of the wage rates.

**Example of Multiplier for Group II Journeyman Electrician:**

Wages (per hour as of 7/1/12)	\$31.08
Supplemental Benefits (per hour worked)	<u>\$18.58</u>
Total Hourly Wage	\$49.66
Multiplier (example)	<u>x 1.01</u>
Invoice price per hour	\$50.16

**INSURANCE REQUIREMENTS**  
**INDEMNIFICATION**

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by Insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. Monroe County must be named as Additional Insured on the General Liability and Motor Vehicle policies. The ACORD form shall name Monroe County as additional insured and certificate holder. The General Liability and Motor Vehicle policies shall also include separate endorsement(s) naming Monroe County as an Additional Insured.

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of Insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

(1) **CONTRACTOR'S GENERAL LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

Comprehensive Form  
Premises-Operations  
Products/Completed Operations  
Contractual Insurance covering the Hold Harmless Provision  
Broad Form Property Damage  
Independent Contractors  
Personal injury

(2) Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	AGGREGATE
Each Occurrence	Each Occurrence	
\$1,000,000	\$1,000,000	\$3,000,000

C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	AGGREGATE
Each Occurrence	Each Accident	
\$1,000,000	\$1,000,000	\$3,000,000

A sample insurance certificate is included with these specifications. All categories and amounts of insurance required for this bid project have been checked off on the sample. These are the minimum requirements that the Contractor must supply. Failure to supply a satisfactory certificate within ten (10) days after receipt of Notice of Award may result in the cancellation of the award.

Rev. 5/23/2012

## NOTICE OF JOB VACANCIES

a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).

c) Notice shall be given in writing to:

Employment Coordinator  
Monroe County Department of Human and Health Services  
111 Westfall Road, Room 204  
Rochester, NY 14620  
Telephone: (585) 753-1245  
Fax: (585) 753-6096

d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.

e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

**BP#0915-12  
MECHANICAL AND ELECTRICAL TERM SERVICES  
ANNUAL USAGE ESTIMATES**

	MECHANICAL TITLES	ESTIMATED ANNUAL HOURS
1.0	JOURNEYMAN PLUMBER	5,165
	JOURNEYMAN OVER TIME (TIME+1/2)	133
	JOURNEYMAN DOUBLE TIME	11
	JOURNEYMAN MCH	3,379
	<b>JOURNEYMAN PLUMBER SUBTOTAL</b>	<b>8,688</b>
2.0	FOREMAN PLUMBER	1,304
	FOREMAN OVER TIME (TIME+1/2)	56
	FOREMAN DOUBLE TIME	1
	FOREMAN MCH	2,000
	<b>FOREMAN PLUMBER SUBTOTAL</b>	<b>3,361</b>
3.0	PLUMBER APPRENTICE YEAR 4	152
	PLUMBER APPRENTICE YEAR 4 OVER TIME (TIME+1/2)	15
	<b>PLUMBER APPRENTICE SUBTOTAL</b>	<b>167</b>
4.0	SHEETMETAL WORKER	432
	<b>ESTIMATED TOTAL ANNUAL HOURS</b>	<b>12,648</b>
<p style="text-align: center;">Annual estimates based on annual average hours by title for BP#0808-07 (2007-2012) and BP#0709-09 (2009-2012).</p>		



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RI

DATE (MM/DD/YYYY)  
10/26/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of New York, Inc 45 East Avenue Rochester, NY 14604 Tim Pullis	585-232-4424	CONTACT NAME: Gene Noga
	585-232-5813	PHONE (A/C, No, Ext): 585-697-1421 FAX (A/C, No): 585-223-5813
E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CROSB-1		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Crosby-Brownlie Inc. The Brownlie Companies, Inc. 100 Nassau St. Rochester, NY 14605	INSURER A: Harleysville Ins Co of NY	10674
	INSURER B: Harleysville Worcester Ins Co	26182
	INSURER C: Harleysville Preferred Ins.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

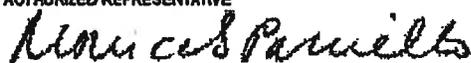
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	X		MPA51100J	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/PROP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY	X		BA51181J	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
							\$
B	UMBRELLA LIAB			CMB59475J	05/01/12	05/01/13	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	CERTIFICATE ISSUED BY STATE INS FUND	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Bidrs Risk/Install			CIM7887	05/01/12	05/01/13	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: BP #0915-12; Mechanical & Electrical Term Services  
The certificate holder and all other parties are named as additional insured as required by the written contract with respect to the project referenced above.

## CERTIFICATE HOLDER

## CANCELLATION

<b>MONCOUN</b>  Monroe County Attn: Purchasing Dept. (PO) 39 West Main St., Rm 200 Rochester, NY 14614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Harleysville Preferred Insurance Company  
355 Maple Avenue  
Harleysville, PA 19439-2297  
www.harleysvillegroup.com

MPA0000051100J

Insured: CROSBY BROWNLIE INC  
Agent: BROWN & BROWN OF NEW YORK INC

Policy Number: MPA0000051100J  
Policy Period: 05/01/2012 to 05/01/2013  
AMENDMENT

### POLICY CHANGES

Policy Number: MPA0000051100J  
Change Effective: 10/25/2012

Change #: 2

~~Description~~

Monroe County is added as additional insured (CG2026) with respects to location #1.

Original Premium \$ _____	New Premium \$ _____	Total Additional/ Return Premium \$ _____
------------------------------	-------------------------	--

POLICY NUMBER: MPA0000051100J

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Monroe County Attn: Purchasing Dept (PO)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 161120570  
CROSBY BROWNLIE INC  
100 NASSAU STREET  
ROCHESTER NY 14605

<b>POLICYHOLDER</b> CROSBY BROWNLIE INC 100 NASSAU STREET ROCHESTER NY 14605	<b>CERTIFICATE HOLDER</b> MONROE COUNTY ATTN: PURCHASING DEPT (PO) 39 W. MAIN ST. , RM 200 ROCHESTER NY 14614
---	---

<b>POLICY NUMBER</b> G 1292 216-7	<b>CERTIFICATE NUMBER</b> 265741	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 04/01/2012 TO 04/01/2013	<b>DATE</b> 10/26/2012
--------------------------------------	-------------------------------------	---	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1292 216-7 UNTIL 04/01/2013, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2013 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 177722983

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

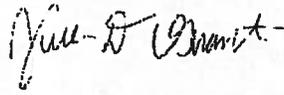
<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>CROSBY-BROWNLIE, INC. 100 NASSAU STREET ROCHESTER, NY 14605</p>	<p>1b. Business Telephone Number of Insured 585-325-1290</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 5379202</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161120570</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Monroe 39 West Main Street Rochester, NY 14614</p>	<p>3a. Name of Insurance Carrier HARTFORD LIFE INSURANCE CO.</p> <p>3b. Policy Number of entity listed in box "1a": LNY633876</p> <p>3c. Policy effective period: 07-01-2012 to 06-30-2013</p>

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 10-09-2012 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020 Title Manager

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 18, 2013 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an undertaking in favor of the State of New York to allow the Town to service its utilities in the State's right of way without the need to file a permit for each instance of work, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an undertaking in favor of the State of New York to allow the Town to service its utilities in the State's right of way without the need to file a permit for each instance of work.

Dated: October 9, 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

September 18, 2013

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

Re: New York State Department of Transportation (NYSDOT)  
Undertaking Update

Dear Supervisor Moehle and Town Council Members:

Pursuant to the attached communication, the Town should update our current undertaking with the NYSDOT. Said undertaking allows for the Town to attend to our utilities within the State's right of way without the need to file a permit for each instance of work. Therefore, it is recommend that your Honorable Body receive and file said communication, and pass a resolution authorizing the Supervisor to execute the updated undertaking as provided by the NYSDOT in the format herein. There are no costs to the Town associated with this action.

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

attachment

cc: S. Zimmer  
T. Anderson  
M. Hussar  
K. Gordon



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
REGION FOUR  
1530 JEFFERSON ROAD  
ROCHESTER, NEW YORK 14623-3161  
[www.dot.ny.gov](http://www.dot.ny.gov)

JOAN McDONALD      COMMISSIONER  
ROBERT A. TRAVER, P.E.      ACTING REGIONAL DIRECTOR

RECEIVED  
AUG 26 2013  
TOWN OF BRIGHTON  
DEPT. OF PUBLIC WORKS

August 20, 2013

Supervisor  
Town of Brighton  
2300 Elmwood Ave.  
Brighton, NY 14618

Dear Supervisor,

As stated in our original letter to you in February, 2013 your company/municipality currently has an undertaking (circa 2002) on file with New York State through this Department. Due to recent changes in the form and content of the document,. A copy of the updated (2012) version is included for your review and use should your company/municipality still wish to use this method of indemnification pertaining to work performed within the New York State right-of-way under future valid highway work permits.

If you choose not to use an undertaking for the purpose of indemnification, you will be required to file, and keep current, a form PERM17 with this office as proof of general liability insurance for all future **utility** work permits and non-utility work permits. As an alternative for **non-utility** work permits, your company/municipality may purchase liability insurance coverage from the State for each future permit, at the time of application.

An undertaking is only in full force and valid when signed by your chief executive supported by a resolution, made by your board or legislature. A signed, sealed resolution must accompany the signed, sealed copy of the undertaking.

Unless revoked by your company/municipality or rejected by this Department, the undertaking will remain in force for a term of twenty years. Submission of a revised undertaking and resolution prior to application for your next highway work permit will expedite the processing of the desired permit. If you have any questions regarding this change or the highway permit process, please call me at 585.272.3470 or send me an e-mail at [rovelace@dot.ny.gov](mailto:rovelace@dot.ny.gov). Thank you.

Sincerely,

Richard J. Lovelace  
NYSDOT Region 4 Permits Engineer

Encl.  
Cc: Undertaking File



## UNDERTAKING

For the benefit of

### The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned \_\_\_\_\_ ( Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

**1. Permit Applications.** Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

**2. Applicable Rules, Regulations & Conditions.** Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

**3. Site Restoration.** Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

PERM 1 (2/12)

**4. Payment & Release of Liens.** Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

**5. Indemnity.** In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, The Town of Brighton (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

Authorized Agent

William W Moenke  
Print Name/Title

2300 Elmwood Ave  
Address

Rochester NY 14618  
Address

Date

(585) 784-5257  
Phone number

William.Moenke@townofbrighton.org  
e-mail

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

**RESOLVED**, that correspondence dated September 23, 2013 from Director of Recreation Rebecca J. Cotter regarding a request to authorize the transfer of funds to cover the cost of repairs to the outdoor pool at Town Hall, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the transfer of a total of \$6,000.00 from Part-time wages (A.REC 7310 1.20) with \$4,000.00 being deposited into Inter Department Sewer Charges (A.REC 7310 4.02) and \$2,000.00 being deposited into Facility Improvements (A.REC 7310 2.60) to pay for the labor and materials needed to repair the outdoor pool at the Town Hall campus using Town staff and equipment.

Dated: October 9, 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 & COMMUNITY SERVICE DEPARTMENT

220 Idlewood Rd.  
Rochester, NY 14618  
www.townofbrighton.org

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

September 23, 2013

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

Dear Board Members:

The Town of Brighton Sewer Department has evaluated the Outdoor Pool and has concluded that all required repairs needed for the pool can be done utilizing Sewer Department Staff, Materials and Equipment. Doing the repairs "in house" will result in a great cost savings for the Town.

I respectfully request your permission to transfer \$6,000 from A. Rec 7310 1.20 (Part Time Wages) to cover the costs of the repairs including materials and manpower. \$4,000 to go to A.Rec. 7310 4.02 (Inter Department Sewer Charges) to cover staff, equipment expenses and \$2,000 to go to A. Rec. 7310 2.60 (Facility Improvements) to cover necessary supplies and materials for the repair.

This budget transfer will allow us to complete the repairs utilizing the 2013 budget. Please let me know if you have any questions or concerns I may answer for you.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca J. Cotter".

Rebecca J. Cotter  
Recreation Director  
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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 26, 2013 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute an easement agreement in favor of the Town to acquire an easement over the rear of the property at 588 White Spruce Boulevard from the owner thereof, WSB J LLC, to extend a gravity sanitary sewer, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an easement agreement in favor of the Town to acquire an easement over the rear of the property at 588 White Spruce Boulevard from the owner thereof, WSB J LLC, to extend a gravity sanitary sewer.

Dated: October 9, 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

September 26, 2013

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

Re: Monroe Community College Sanitary Sewer Project  
Proposed Sanitary Sewer Easement

Dear Supervisor Moehle and Town Board Members:

Upon completion of the above referenced project the wastewater pumping station serving the Corporate Woods area will be eliminated. An easement along the rear yard of the property located at 588 White Spruce Blvd. and owned by WSB J LLC is required to extend the proposed gravity sanitary sewer that will ultimately replace the existing pump station. WSB J LLC has agreed to provide this easement at no cost to the Town. Copies of the easements are attached for your reference. The Town staff prepared the easement language, map and descriptions.

I am requesting that the Town Board authorize the Supervisor to endorse this easement and the corresponding TP 584 forms upon review and approval of the Town Attorney,

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

Respectfully,

Michael E. Guyon, P.E.  
Department of Public Works

Cc: Tim Keef  
Ramsey Boehner  
Kenneth W Gordon

SANITARY SEWER EASEMENT

THIS INDENTURE, made this 19<sup>th</sup> day of September 2013 by and between **Wsb J LLC** as the owner(s) of property at 588 White Spruce Boulevard which is referenced by the owner as 580 White Spruce Boulevard, Rochester, New York 14623, Tax ID 149.09-1-5.91, situate in the Town of Brighton, Monroe County, New York, and all other individuals and corporations who may execute this instrument, first parties, and the Town Board of the Town of Brighton, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618, acting for and on behalf of the Brighton Consolidated Sewer District, second parties,

WITNESSETH:

That the first parties in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to them by the second parties hereby grant and release to the second parties, their successors or assigns, a permanent right of way, easement and privilege in, along and over a strip of land to be used for **sanitary sewer purposes** as specified herein and which land and easement are more particularly described as follows:

**SEE SCHEDULE "A" ATTACHED**

to have and to hold the premises herein granted unto the second parties, their successors or assigns, with the following rights and privileges:

1. The perpetual easement granted hereunder is for the purpose of continuing, constructing, laying, maintaining, replacing or improving underground sewer mains of such sizes as from time to time may be determined by the second parties, their successors or assigns, together with all necessary connections and other appurtenances for conveying and conducting through said pipes or mains; and the second parties, their successors, assigns, agents and contractors, shall have the right to enter upon said premises for the purposes aforesaid.

2. The second parties do hereby agree to indemnify and hold harmless the first parties, their agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this easement, except such damages as are due to the gross negligence of the first parties, their agents, employees, grantees, successors or assigns. Conversely, the first parties do hereby agree to indemnify and hold harmless the second parties, their agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this easement, except such damages as are due to the gross negligence of the second parties, their agents, employees, grantees, successors or assigns.
3. The first parties hereby reserve the right to pave, plant or maintain lawns, or other embellishments over underground pipes within the said easement, and when it is necessary for the second parties, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground sewer mains, connections or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the property including but not limited to driveway, trees, shrubs, and utilities of the first parties to the same condition as before such work is or was done insofar as it is practicable and reasonable to do.
4. The second parties, their successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the areas of the easement which they determine are interfering with the operation or maintenance of the sanitary sewer collection lines and/or facilities or part thereof without liability to the first parties.
5. The second parties, their successors, assigns, agents or contractors may, at any time exercise the rights and privileges granted herein. Said rights and privileges do not convey or infer a duty by the second parties, their successors, assigns or contractors to remove or replace trees or shrubs that, in the opinion of the grantee, do not interfere with or obstruct the operation of the system. Furthermore, it shall not be the duty of the second parties, their successors, assigns, agents or contractors to perform routine property maintenance of

the easement area outlined herein or maintain said area in a fashion that would typically be performed by the first parties in the normal course of the upkeep of the property

6. The first parties reserve the full use and enjoyment of the said premises except for the purposes herein granted to the second parties. The first parties covenant that the second parties shall quietly enjoy this easement and first parties warrant the title to same.

Any person or party not the record owner of the above described property who executes this instrument does so for the sole purpose or purposes of subordinating mortgages recorded in the Monroe County Clerk's Office in Liber **[Liber of Deeds]** of Deeds at Page **[Page of Deeds]** dated **[Date Filed @ M.C.C.O.]**, owned by said person or party to the easement herein granted.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and/or caused its corporate seal to be hereunto affixed, and these premises to be signed by its duly authorized officer, all as of the day and year first above written.

GRANTOR(S):

BY *Theodore F. Spall*  
[Owner1]

BY \_\_\_\_\_  
[Owner2]

BY THEODORE F. SPALL JR.

STATE OF NEW YORK)

ss:

COUNTY OF MONROE)

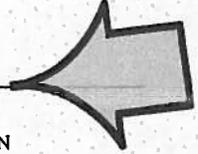
On this 19<sup>th</sup> day of September 2013, before me, the undersigned, personally appeared Theodore F. Spall, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within this instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Sandra J. Marafioti*  
Notary Public

SANDRA J. MARAFIOTI  
Notary Public, State of New York  
No. 01MA5032413  
Qualified in Monroe County  
Commission Expires 10/10/14

GRANTEE:

BY \_\_\_\_\_  
WILLIAM W. MOEHLE  
SUPERVISOR, TOWN OF BRIGHTON



**SIGN  
HERE**

STATE OF NEW YORK)

ss:

COUNTY OF MONROE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, personally appeared WILLIAM W. MOEHLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



**NOTARIAL**

## Schedule "A"

### Boundary Description of 20' Wide Sanitary Sewer Easement

All that tract or parcel of land being a part of Town Lot 56, Township 13, Range 7, 2nd Division, Town of Brighton, County of Monroe, State of New York, and being more or less bounded and described as follows:

Beginning at a point; that point being the southeasterly property corner of T.A.N. 149.09-1-5.91 and a point on the R.O.W. line; thence

1. N 13°53'35" W a distance of 20.00 +/- feet to a point on the R.O.W. line; thence
2. S 76°06'25" W a distance of 77.00 +/- feet to a point which is a point on the existing sanitary sewer easement, which is filed in the Monroe County Clerk's office in Liber 6716 Page 25; thence
3. S 11°47'06" E a distance of 20.00 +/- feet to a point; which is a point on the existing sanitary sewer easement, which is filed in the Monroe County Clerk's office in Liber 6716 Page 25 and a point of the northerly property line of T.A.N. 149.13-1-4; thence
4. N 76°06'25" E a distance of 77.00 +/- feet to a point; which is a point on the R.O.W. line and being the southeasterly property corner of T.A.N. 149.09-1-5.91 and the point of beginning, having an area of 0.0353 +/- acres.

#### References:

1. Subdivision Plans of Southview Commons, Dated March 20, 1986 prepared by D.J. Parrone & Associates. Filed 7/22/86 in Liber 238 Page 98.
2. Sanitary Sewer Easement for Southview Commons. Filed in the Monroe County Clerk's office on 6/5/85, Liber 6716 Page 25. Prepared by D.J. Parrone & Associates P.C..



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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that two items of correspondence dated September 24, 2013 from Chief of Police Mark T. Henderson regarding a request to authorize an exception to the Town's Procurement Policy and to authorize the purchase of certain GPS tracking equipment at the cost of \$3,165.00 to be paid for by the proceeds of forfeited property in account A.889.JSTCE which is to be transferred into the Law Enforcement Equipment account (A.POLICE 3125.2.17), be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Exception to the Town's Procurement Policy and further authorizes the transfers and the purchase set forth above.

Dated: October 9, 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

September 24, 2013

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

**RE: EXCEPTION FROM THE TOWN OF BRIGHTON PROCUREMENT  
POLICY**

Dear Board Members:

I hereby request that an exception be made to the Town of Brighton procurement policy to allow for the Police Department to purchase a brand specific, *Presidio A102 Gold All-in One GPS Tracking Unit and service package with Pelican Case*, without seeking additional quotes from competing equipment vendors. We have dealt directly with a representative from Presidio Systems Engineering of Orlando, Florida to secure a price quote.

This Presidio Company provides quality and proven GPS tracking equipment. The unit that the Brighton Police Department will be purchasing is the same equipment used by Monroe County and the City of Rochester to assist in investigations. Members of the Brighton Police Department have used this equipment in the past and are familiar with its operation.

The total expenditure of **\$3,165.00** will be fully supported with the use of Forfeited Property from account **A.889.JSTCE**.

Respectfully,

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

**Mark T. Henderson**  
Chief of Police



# 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

September 24, 2013

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

**RE: PURCHASE USING SEIZED ASSETS ACCOUNT**

Dear Board Members:

I hereby request that an amendment be approved to the 2013 Police Department operating budget to provide for sufficient appropriations for the purchase of the following item:

**Investigative Equipment                      \$3,165.00**

*(Presidio A102 Gold All-in One GPS Tracking Unit and service package with Pelican Case)*

This investigative equipment is the same equipment used by Monroe County and the City of Rochester to assist in investigations.

I propose that the Proceeds of Forfeited Property be used to fund this purchase. I request that appropriations in account **A.Police.3125.2.17 (Law Enforcement Equipment)** be increased by **\$3,165.00**. The total expenditure will be supported with the use of Forfeited Property account **A.889.JSTCE**. I have consulted with the United States Attorney's Office and they concur that the use of seized forfeiture asset funds for the purpose of these purchases is appropriate.

Respectfully,

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

**Mark T. Henderson**  
Chief of Police

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 27, 2013 from Chief of Police Mark T. Henderson regarding a request to authorize the expenditure of \$147.87 from the proceeds of forfeited property in account A.889.JSTCE to support shipping costs in the same amount incurred for shipping training materials which costs will be paid through a corresponding increase to the Law Enforcement Equipment account (A.POLICE 3125.2.17), be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the transfers and the expenditure set forth above.

Dated: October 9, 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

September 27, 2013

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

**RE: SHIPPING COSTS USING SEIZED ASSETS ACCOUNT**

Dear Board Members:

I hereby request that an amendment be approved to the 2013 Police Department operating budget to provide sufficient appropriations for the following item:

**Shipping Costs for Training Equipment                      \$147.87**

In July you approved the purchase of training equipment utilizing funds from the Forfeited Property account. At the time of purchase the shipping costs were not calculated in the purchase of the equipment. Due to the volatile nature of the product, mandatory hazardous material shipping and handling charges were added. The total shipping costs were \$147.87

I propose that the Proceeds of Forfeited Property be used to fund this charge. I request that appropriations in account **A.POLCE.3125.2.17 (Law Enforcement Equipment)** be increased by **\$147.87**. The total expenditure will be supported with the use of Forfeited Property account **A.889.JSTCE**.

Respectfully,

A handwritten signature in black ink that reads "Mark T. Henderson". The signature is written in a cursive style with a long horizontal line extending to the right.

**Mark T. Henderson**  
Chief of Police

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 30, 2013 from Chief of Police Mark T. Henderson regarding a request to authorize the acceptance of a donation in the amount of \$500.00 from Vision Automotive Group/Vision Hyundai directed by the donor to be used for costs associated with the Brighton Police Youth Explorer Program, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes and gratefully accepts the donation of \$500.00 from Vision Automotive Group/Vision Hyundai and amends the Police Department 2013 budget by increasing Program Supplies (A.POLCE 3120 4.18) by \$500.00 to be fully supported by the donation referenced above which will be received under Gifts and Donations (A.POLCE 3120.2705).

Dated: October 9, 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

September 30, 2013

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

### Re: Donation

Dear Board Members:

Recently, the Police Department received a donation of \$500.00 from the Vision Automotive Group/ Vision Hyundai. The donation was directed to be used for costs associated with the Brighton Police Youth Explorer Program.

I request that the Town Board authorize the acceptance of this gift, and that the donation be recorded as revenue to the 2013 Police Department Operating Budget. I further request that the 2013 Police Department Operating Budget be amended to increase line **A.POLCE 3120 4.18 Program Supplies** by \$500.00 to be fully supported by an increase in **A.POLCE 3120.2705 Gifts and Donations**. I have attached a copy of my letter to the Vision Auto Group expressing the department's gratitude for this generous donation.

Sincerely,

Mark T. Henderson  
Chief of Police

attachment



**Mark T. Henderson**  
Chief of Police

# Town of Brighton

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



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

September 30, 2013

Vision Automotive Group  
Vision Hyundai  
2525 West Henrietta Road  
Rochester, New York 14623

Dear Vision Hyundai:

I am writing to express my sincere appreciation for your thoughtful and generous donation to the Brighton Police Department Explorer Program.

While it is not necessary to make direct donations to the department for services provided, your thoughtfulness and consideration will provide much needed supplies to our youth Explorer program. In keeping with the spirit of your donation, I have directed that the \$500.00 donation be placed in the budget line which supports this valuable community service function.

On behalf of the entire Brighton Police Department, I wish to thank you for your thoughtfulness and generosity.

Sincerely,

A handwritten signature in black ink that reads "Mark T. Henderson". The signature is written in a cursive style with a long horizontal line extending to the right.

**Mark T. Henderson**  
Chief of Police

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that a memorandum dated September 30, 2013 from Director of Finance Suzanne Zaso regarding a request to authorize the Supervisor to execute an agreement with Municipal Solutions, Inc. to provide services to the Town in connection with Bond Anticipation Notes and Serial Bond borrowings, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Municipal Solutions, Inc. to provide services in connection with Bond Anticipation Notes and Serial Bond borrowings, upon the terms and conditions set forth in such agreement.

Dated: October 9, 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 *SZ*  
Date: September 30, 2013  
Subject: Professional Services Agreement with Municipal Solutions, Inc.  
for Financial Advising and Bonding Services

I request that Your Honorable Body authorize the Supervisor to execute an agreement with Municipal Solutions, Inc. for the provision of services in connection with Bond Anticipation Notes and Serial Bonds borrowings.

Fees for each service are outlined in the agreement and vary depending on the amount and type of borrowing. These fees have remained the same from the previous agreement. Fees for these services are apportioned to each related capital project or fund.

For a number of years, the Town has utilized the services of Municipal Solutions, Inc. and has been very pleased with the service the Town of Brighton has received. This new agreement would be good for 9 months upon execution.

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. A copy of the proposal is enclosed for your review.

EXHIBIT NO. 13

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 23, 2013 from Chief of Police Mark T. Henderson regarding a request to approve the appointment of Suzy Jensen to the position of School Traffic Guard (Part-time) On-Call, effective October 14, 2013 at a per diem rate of \$49.84 for a probationary period of fifty-two weeks, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the appointment of Suzy Jensen to the position of School Traffic Guard (Part-time) On-Call, effective October 14, 2013 at a per diem rate of \$49.84 for a probationary period of fifty-two weeks.

Dated: October 9, 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

September 23, 2013

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

### **RE: ON CALL CROSSING GUARD**

Dear Board Members,

There currently exists a vacancy in the position of School Traffic Guard (Part-Time) *On-Call*. After an extensive search for candidates, Mrs. Suzy Jensen has been chosen to fill this vacancy.

Mrs. Jensen is a resident of the Town of Brighton who resides on Eastland Avenue.

I request that the Honorable Town Board approve the appointment of Mrs. Suzy Jensen to the position of School Traffic Guard (Part-Time) *On-Call*, effective October 14, 2013, at a *Pier Diem* rate of pay of \$49.84 per day as defined by the 2013 Salary/Wage Schedule Flat Salaried Positions for a probationary period of fifty-two weeks (52).

Sincerely,

A handwritten signature in black ink that reads "Mark T. Henderson" with a long horizontal line extending to the right.

Mark T. Henderson  
Chief of Police

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

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

**RESOLVED**, that a memorandum dated October 1, 2013 from Finance Director Suzanne Zaso regarding a request to approve an appropriation of \$8,107.11 from fund balance to Sidewalk Construction/Repairs (SK.SWLKD 5211 2.65) to pay Emerald Services of WNY, Inc. for lawn restoration services provided in connection with the 2011 sidewalk construction program, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes an appropriation of \$8,107.11 from fund balance to Sidewalk Construction/Repairs (SK.SWLKD 5211 2.65) to pay Emerald Services of WNY, Inc. for lawn restoration services provided in connection with the 2011 sidewalk construction program.

Dated: October 9, 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 *JS*  
Date: October 1, 2013  
Subject: Budget Appropriation for Sidewalk Program Lawn Restoration

In March 2011 the Town Board authorized a contract with Emerald Services of WNY Inc. to provide sidewalk replacement and repair services for 2011. The total contract award inclusive of change orders was not to exceed \$247,280 (of which only \$139,727.52 was spent). At year end 2012 we believed that all payments to Emerald were made in full so the balance on the original \$148,012.79 2011 purchase order was closed to fund balance (with \$8,107.11 going back to the consolidated sidewalk district fund balance). We have recently been made aware of additional lawn restoration services that were and still need to be performed relating to the 2011 sidewalk program in the district. Therefore, I am requesting that funds be re-appropriated from fund balance to pay for these services.

The formal action requested of the Town Board is to authorize an appropriation in the amount of \$8,107.11 into account SK.SWLKD.5211 2.65 (sidewalk construction/repairs) from fund balance in the consolidated sidewalk district (SK 909).

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: T. Anderson  
A. Banker  
T. Keef

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 9th day of October, 2013.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated September 17, 2013 from Junior Town Engineer Chad Roscoe and a Petition to establish Extension 94 to the Brighton Consolidated Sanitary Sewer District for the Empire State College project to be located on Westfall Road as more particularly described in said Petition together with a proposed Negative Declaration for said extension and the other attachments submitted therewith, be received and filed, and be it further

**RESOLVED**, that the Town Board hereby sets a public hearing to consider the proposed Extension 94 to the Brighton Consolidated Sanitary Sewer District for November 13, 2013 at 7:30 pm at Brighton Town Hall, 2300 Elmwood Avenue, Brighton, New York, and hereby directs the Town Clerk to publish notice of said hearing as is required by law.

Dated: October 9, 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

9/17/2013

Mr. Tim Keef, P.E.  
Commissioner of Public Works  
Town of Brighton  
Dept. Of Public Works  
2300 Elmwood Avenue  
Rochester, NY 14618

Re: Extension #94 to the Brighton Consolidated Sanitary Sewer District

Dear Commissioner Keef:

I have reviewed the enclosed petition, map and description for the above Extension #94 To the Brighton Consolidated Sanitary Sewer District formation and find them to be in order. The Assessor's Certificate and the Negative Declaration pursuant to the State Environmental Quality Review are also enclosed. Copies are enclosed for you file – all the original documents are forwarded to Mary Ann Hussar for processing.

The entrance fee for this district is calculated as follows:

4.29 acres @ \$300/acre	=	\$1,287
Legal & Advertising Fee	=	<u>\$150</u>
Total	=	\$1,437

Said fee was processed at the Town Hall on 9/17/2013. A photocopy of the check is enclosed as part of the petition packet. Please proceed to set the public hearing date for this district at the next available Town Board meeting. Do not hesitate to contact me if you have questions regarding this matter.

Sincerely,

Chad Roscoe  
Junior Engineer  
Department of Public Works

CC: T. Keef  
M. Hussar  
S. Zaso  
S. Zimmer  
E. Ainsworth

**PETITION**

In the Matter of the Establishment

Of

**The Extension #94 to the Brighton Consolidated Sewer District in the Town of Brighton, County of Monroe, State of New York**

The People of the State of New York  
SUNY Empire State College

TO THE TOWN BOARD OF THE TOWN OF BRIGHTON  
MONROE COUNTY, NEW YORK:

We, the undersigned, being owners of tax exempt real property situate in the proposed district hereinafter described in the Town of Brighton, County of Monroe, and State of New York, do hereby petition your Honorable Board to establish **Extension #94 to the Brighton Consolidated Sanitary Sewer District** in such Town of Brighton, County of Monroe, and State of New York, outside of any incorporated village and wholly within the said Town of Brighton, which proposed District is bounded and described as set forth in the attached Exhibit "A".

Pursuant to Article 12 of the Town Law of the State of New York, the Undersigned further petitions that the expense of the establishment of this District, together with the expenses of providing the services by the proposed District, shall be assessed, levied and collected, in a manner consistent with the Brighton Consolidated Sanitary Sewer district charges therefrom, from the several lots and parcels within the proposed District in the same manner and at the same time as other Town charges.

Dated: September 10, 2013

Address: 2 Union Avenue  
Saratoga Springs NY 12866



Signature

Robert M. Haelen

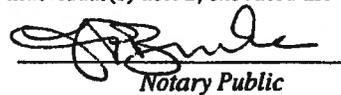
Print Name

Vice Chancellor for Capital Facilities

STATE OF NEW YORK  
COUNTY OF ~~SARATOGA~~ ) ss.:  
ALBANY

On this 10<sup>th</sup> day of September, 2013, before me the undersigned, personally appeared Robert M. Haelen, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

TERESE P. BURKE  
Notary Public, State of New York  
No. 02WO6097215  
Qualified in Albany County  
My Commission Expires August 18, 2015



Notary Public



## **Summary of Sanitary Usage Empire State Regional Center Statewide-Monroe County**

**August 12, 2013**

### **Site Description**

The project site, Town of Brighton tax parcel map 136.18-1-1, is located at 620 Westfall Road on the north side of the road. The site currently includes facilities for the OPDD complex owned by New York State. The portion of the site considered for use by Empire State College is along Westfall Road to the south of the Center in the southeast corner of the overall parcel.

### **Sanitary Service**

The office building will accommodate 70 employees and the usage rate required for this new facility was calculated based on the number of employees. The daily usage rate was determined as follows: 70 employees x 15 gallons per day/employee = 1,050 gallons per day (gpd). This flow rate is conservative, since water conservation fixtures will be used, but adequate for planning purposes.

The average hourly rate can be estimated based on a 12-hour day (720 minutes). Dividing 1,050 gpd by 720 minutes gives a rate of 1.5 gallons per minute (gpm). Peak hourly flow can be estimated by applying a peaking factor of 4.2 yielding a rate of 6.3 gpm.

The sanitary needs of the new building will be serviced by a new gravity sewer lateral connection. The lateral will exit the southeast side of the proposed building, be routed southeasterly toward the southeasterly corner of the site, then turn and run in an easterly direction connecting to an existing Town of Brighton sewer main approximately 10 feet south of an existing manhole. This manhole is approximately 175 linear feet east of the southeasterly property corner.

Regarding the addition of the flows for the proposed Regional Center building, several meetings/discussions with the Town of Brighton have indicated no capacity or flow concerns. No further adjustments to the existing system are anticipated at this time.





## SCHEDULE A

### DESCRIPTION OF PROPOSED EXTENSION No. 94 TO THE BRIGHTON CONSOLIDATED SEWER DISTRICT TOWN OF BRIGHTON

All those tracts or parcels of land, situate in the Town of Brighton, County of Monroe, State of New York, and hereinafter designated as EXTENSION No. 94 to B.C.S.D. as shown on the attached map of, EXTENSION NO. 94 to B.C.S.D., prepared by Larsen Engineers, dated February 2013 and more particularly described as follows:

Beginning at a point on the northerly highway boundary of Westfall Road, said point being the southeasterly corner of Tax Acct. No. 136.18-1-1; thence

1. S 86°47'34" W, along the northerly highway boundary of Westfall Road, a distance of 103.0 feet to a point; thence
2. S 75°00'41" W, continuing along the northerly highway boundary of Westfall Road, a distance of 60.25 feet to a point; thence
3. S 88°19'58" W, continuing along the northerly highway boundary of Westfall Road, a distance of 122.89 feet to a point; thence
4. N 38°40'58" W, continuing along the northerly highway boundary of Westfall Road, a distance of 46.0 feet to a point; thence
5. S 86°48'46" W, continuing along the northerly highway boundary of Westfall Road, a distance of 12.84 feet to a point; thence
6. N 04°02'39" W, though the property of Tax Acct. No. 136.18-1-1, a distance of 39.99 feet to a point said point being the southerly end of a curve to the northeast; thence
7. Northeasterly along said curve with a radius of 430.00 feet and a length of 185.22 feet to a point; thence
8. N 20°38'08" E, continuing though the property of Tax Acct. No. 136.18-1-1, a distance of 337.47 feet to a point; thence
7. S 69°21'52" E, continuing though the property of Tax Acct. No. 136.18-1-1, a distance of 364.16 feet to a point on the easterly boundary of Tax Acct. No. 136.18-1-1; thence

S 20°38'08" W, along the easterly boundary of Tax Acct. No. 136.18-1-1, a distance of 448.27 feet to the Point Of Beginning, being approximately 186,945.02 sq. ft. or 4.292 acres more or less.

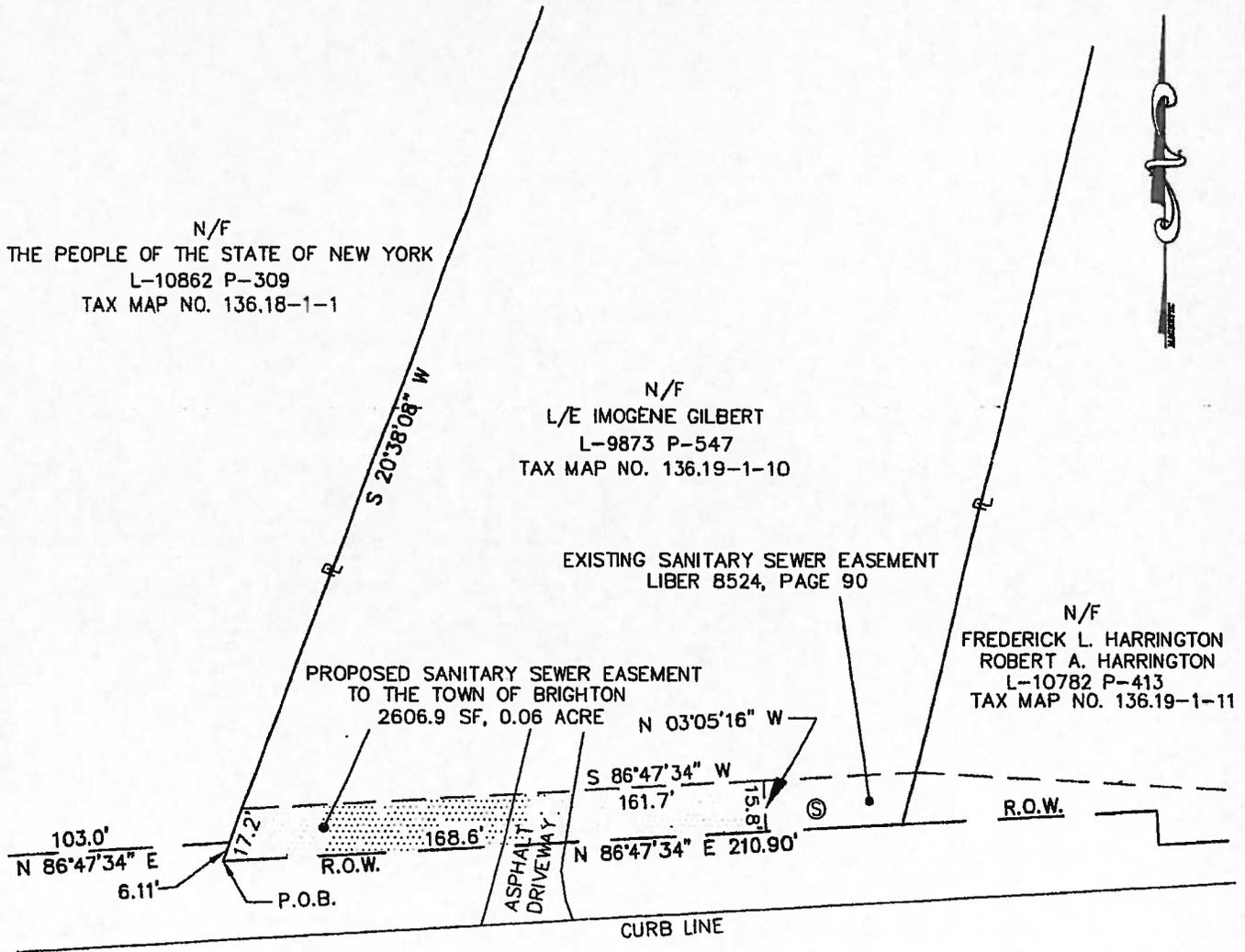
03/19/13 R.S.B.



N/F  
 THE PEOPLE OF THE STATE OF NEW YORK  
 L-10862 P-309  
 TAX MAP NO. 136.18-1-1

N/F  
 L/E IMOGENE GILBERT  
 L-9873 P-547  
 TAX MAP NO. 136.19-1-10

N/F  
 FREDERICK L. HARRINGTON  
 ROBERT A. HARRINGTON  
 L-10782 P-413  
 TAX MAP NO. 136.19-1-11



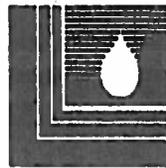
# WESTFALL ROAD

## COUNTY RTE. 239

(WIDTH VARIES)

**PROJECT:**  
**PROPOSED PERMANENT EASEMENT**  
 690 WESTFALL ROAD, BRIGHTON, NEW YORK

**TITLE:**  
**SANITARY SEWER CONNECTION**  
**EASEMENT**



**LARSEN**  
**ENGINEERS**

700 WEST METRO PARK, ROCHESTER, NEW YORK 14623-2678  
 (585)272-7310 FAX (585)272-0159

**PROJECT ENGINEER:**  
 R.S.B.

**DRAFTED BY:**  
 R.S.B.

**CHECKED BY:**  
 R.J.P.

**SCALE:**  
 1"=50'

**DATE:**  
 01/08/2013

**PROPOSED  
PERMANENT EASEMENT  
FOR SANITARY SEWER**

All that tract or parcel of land, situate in the Town of Brighton, County of Monroe, State of New York, and hereinafter designated as Permanent Easement for Sanitary Sewer as shown on the attached map of Permanent Easement for Sanitary Sewer prepared by Larsen Engineers, dated January 8, 2013, and more particularly described as follows:

Beginning at the intersection of the westerly property line of Tax Parcel No. 136.19-1-10 with the northerly highway boundary of Westfall Road; thence

1. N 86° 47' 34" E, along the northerly highway boundary of Westfall Road a distance of 168.6 feet to a point, said point being the southwesterly corner of an existing sanitary sewer easement filed at Liber 8524 of deeds, Page 90; thence
2. N 03° 05' 16" W, along the westerly boundary of said existing easement a distance of 15.8 feet to a point, said point being the northwesterly corner of said easement; thence
3. S 86° 47' 34" W, through Tax Parcel No. 136.19-1-10 a distance of 161.7 feet to a point on its westerly property line; thence
4. S 20° 38' 08" W, along said westerly property line, a distance of 17.2 feet, to the Point Of Beginning, containing 2606.9 Sf. or 0.06± Acres.

JMZ Architects and Planners, P.C.

20061

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
09/04/2013		Empire State College - Sewer District Extension		1,437.00
<b>DATE 09/04/13</b>			<b>VENDOR</b> Town of Brighton	<b>TOTAL</b> 1,437.00



**JMZ Architects and Planners, P.C.**  
 190 Glen Street  
 P.O. Box 725  
 Glens Falls, New York 12801

**GLENS FALLS NATIONAL  
 BANK AND TRUST COMPANY**  
 GLENS FALLS, NY 12801  
 50-255/213

20061

**PAY One Thousand Four Hundred Thirty Seven and no/100**

DATE	CHECK	CHECK AMOUNT
09/04/13	20061	\$1,437.00

TO THE ORDER OF **TOWN OF BRIGHTON**

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Authorized Signature

⑈02006⑈ ⑆02⑆302554⑆ ⑆06⑆02⑆ 5⑈

TOWN OF BRIGHTON  
ASSESSOR'S OFFICE  
2300 ELMWOOD AVENUE  
ROCHESTER, NY 14618  
(716) 784-5216

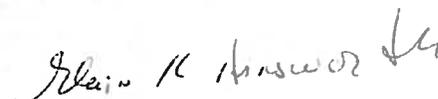
DATE: September 18, 2013  
TAX ID#: Part of 136.18-1-1  
ADDRESS: 4.29 Acres (+ or -) of  
65.26 acre parcel at  
620 Westfall Rd, Brighton  
EXTENSION NO.: 94  
Brighton Consolidated Sanitary Sewer  
District

I, Elaine K. Ainsworth, Assessor, Town of Brighton, County of Monroe, State of New York, hereby certify that I have examined the petition for the Extension Number 94 to the Brighton Consolidated Sanitary Sewer District, Town of Brighton, to be filed in the Town Clerk's Office in the Town of Brighton, County of Monroe, State of New York, and that:

- 1) The total assessed valuation of the real property within the parcel of the said district extension is \$41,250,000.
- 2) The aggregate assessed valuation of the real property therein owned by the signers of said petition is \$41,250,000.
- 3) Said petition purports to be signed by the owners of more than one-half (1/2) the value of the real property within the area of the proposed extension of the district.

All as appears from the 2013 Assessment Roll, which is the latest completed assessment roll of the Town of Brighton, County of Monroe, State of New York.

In witness thereof I have hereunto set my hand on this 18th day of September, 2013.

  
Elaine K. Ainsworth, IAO  
Assessor  
Town of Brighton

**Appendix C**  
**State Environmental Quality Review**  
**SHORT ENVIRONMENTAL ASSESSMENT FORM**  
**For UNLISTED ACTIONS Only**

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR Empire State College	2. PROJECT NAME 620 Westfall Road, Ext. #94 to BCSD
3. PROJECT LOCATION: Municipality <u>Brighton</u> County <u>Monroe</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>620 Westfall Road (TAN 136.18-01-01)</u>	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Extension of the Brighton Consolidated Sewer District, to serve the proposed Genesee Valley Regional Center. A 33,000 square foot building with offices and meeting spaces.	
7. AMOUNT OF LAND AFFECTED: Initially <u>4.29</u> acres    Ultimately <u>4.29</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: There is residential surrounding the property and some commercial in the vicinity along Westfall Road.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals: Town of Brighton	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Michael E. Guyon, Town of Brighton</u> Date: <u>9/23/13</u> Signature: <u>[Signature]</u>	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.  
 Yes  No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.  
 Yes  No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:  
 No. The extension of the sewer district and eventual installation of sanitary sewer service to the property will help to preserve groundwater quality and will not create any unusual noise.

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:  
 No. There will be no visual evidence of the extension.

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:  
 No. See C1.

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:  
 No.

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:  
 No.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:  
 No.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:  
 No.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?  
 Yes  No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?  
 Yes  No If Yes, explain briefly:

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Town of Brighton Town Board

Name of Lead Agency

Ramsey A. Boehner

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

9/23/13  
Date

Environmental Review Liaison Officer

Title of Responsible Officer

Signature of Preparer (If different from responsible officer)

Reset

State Environmental Quality Review

**NEGATIVE DECLARATION**

Notice of Determination of Non-Significance

**Project Number:** ER-6-13

**Date:** September 25, 2013

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Brighton Town Board, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Extension # 94 to the Brighton Consolidated Sewer District

**SEQR Status:** Unlisted

**Conditioned Negative Declaration:** No

**Description of Action:** Extension of the Brighton Consolidated Sewer District to include  $\pm$ 4.29 acres of real property located at 620 Westfall Road.

**Location:** 620 Westfall Road

**Reasons Supporting This Determination:**

After considering the action contemplated and reviewing the Environmental Assessment Form prepared by the applicant (Part I) and Town Staff(Part II) and the Criteria for determining significance in the SEQR regulations (6 N.Y.C.R.R. Section 617.11), the Town of Brighton Town Board finds that the proposed action will not have a significant impact on the environment based on the following finding:

1. The requirements of the State Environmental Quality Review Law have been complied with.
2. Extension to the Brighton Consolidated Sewer District to include real property will not adversely impact the sanitary sewer system or the character of the community.
3. There will be no resources of value irreversibly lost

**For further information:**

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