

13
MINUTES OF TOWN BOARD MEETING
OF THE TOWN OF BRIGHTON, COUNTY OF
MONROE, NEW YORK, HELD AT THE
BRIGHTON TOWN HALL, 2300 ELMWOOD
AVENUE, ROCHESTER, NEW YORK
January 22, 2014

PRESENT:

Supervisor William Moehle
Councilmember James Vogel
Councilmember Louise Novros
Councilmember Jason DiPonzio
Councilmember Christopher Werner
Mark Henderson, Police Chief
Timothy Keef, Commissioner of Public Works

Kenneth Gordon, Attorney for the Town
Daniel Aman, Town Clerk
Rebecca Cotter, Recreation Director
Suzanne Zaso, Director of Finance

MEETING CALLED TO ORDER AT 5:30 PM:

Working Session with Sustainability Oversight Committee

MOTION TO GO INTO EXECUTIVE SESSION AT 6:35 PM

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner to go into executive session to discuss employment of particular people in the Brighton Police Department

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel to come out of executive session at 7:07 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

OPEN FORUM:

Michael DeClerck, Waste Management "Waste Watch" program
Jennifer Wolfley

APPROVAL OF AGENDA:

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel to approve the agenda with the addition of two resolutions, one relating to the appointment of a library trustee and the other relating to the Court's acquisition of a new metal detector

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

January 2, 2014 Organizational Meeting

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the aforementioned minutes be approved and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS:

MATTER RE: Removal of significant town trees determined to be appropriate for removal due to tree health and/or public safety reasons at: 100 Thackery Rd., (30" Sugar Maple), 175 Greenaway Rd., (35 " Silver Maple), 47 Walden Place, (48" Silver Maple), 51 Cobb Terrace, (40" Silver Maple) and 11 Modelane, (41" Silver Maple) (see Resolution #)

Matter held

COMMUNICATIONS:

FROM Barbara J. Fiala, Chair and Commissioner of Motor Vehicles dated December 12, 2013 notifying the Brighton Police Department of award in the amount of \$9,100 to support participation in the statewide Police Traffic Services Program.

FROM County Executive Maggie Brooks dated January 8, 2014 regarding municipal land use reports for development monitoring in Monroe County.

FROM Monroe County Department of Planning and Development dated January 9, 2014 response regarding site plan review/special permit for Hess redevelopment at 3055 Monroe Avenue.

FROM Public Employer Risk Management Association (PERMA) to Supervisor re: change in third party claim administration services.

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to receive and file the aforementioned communications

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services (PARCS) - Next meeting 1/27/2014 at 4:30 PM at Brookside
Finance and Administrative Services (FASC) - Next meeting 2/4/2014 at 3:30 PM in the Stage Conference Room

Public Safety Services - Next meeting 2/11/2014 at 8:00 AM in the Auditorium

Public Works Services - Next meeting 2/3/2014 at 9:00 AM in the Downstairs Meeting Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Supervisor read and approve for payment the claims as set forth in Exhibit No. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Installation of traffic control devices at the east and west entrances at Elmwood Avenue and Brickstone Circle intersections (see Resolution #3, letter dated January 9, 2014 from Timothy Keef, P.E. Commissioner of Public Works and 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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to prepare and submit a Community Development Block Grant application to support funding needed for the construction of sidewalk along south side of Crittenden Rd. from E. Squire Dr. to W. Henrietta Rd. and;

Adopt associated Negative Declaration with approval to declare Town as lead agency for project under SEQRA regulations (see Resolution #4 and letter dated January 7, 2014 from Michael Guyon, P.E. Town Engineer and letter dated January 13, 2014 from Ramsey Boehner, Environmental Review Liaison Officer for the Town and associated document).

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. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to declare one Dodge pick-up with plow, as surplus and authorize its disposal through municipal auction (see Resolution #5 and letter dated December 23, 2013 from Timothy Anderson Deputy Highway Superintendent).

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. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal of All Seasons Work Agreement with the Monroe County Department of Transportation for Town to provide particular services along Monroe County roads located in Brighton for 2014 (see Resolution #6 and letter dated January 10, 2014 from Timothy Keef, P.E., Commissioner of Public Works with associated documents).

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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute amended agreement with the NY State Department of Transportation for Town to provide snow and ice control services along NY State roads located in Brighton for the 2015/2016 Season.(see Resolution #7 and letter dated January 10, 2014 from Timothy Keef, P.E. Commissioner of Public Works with associated documents).

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. 6 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Monroe County for the Town to conduct tobacco compliance checks within Brighton for 2014 (see Resolution # and letter dated January 2, 2014 from Police Chief Mark Henderson with associated documents)

Motion by Councilmember Louise Novros 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. 7 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal agreement with Perinton Publishing to provide Town Newsletter distribution services for 2014 (see Resolution #9 and letter dated January 14, 2014 from Rebecca Cotter, Recreation Director).

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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal agreement with Penny Lane Printing to provide Town Newsletter printing services for 2014 (see Resolution #10 and letter dated January 14, 2014 from Rebecca Cotter, Recreation Director).

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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with the NY State Department of Transportation authorizing approval to adjust Town Sewer District manhole covers as part of the Monroe Avenue Safety Improvement project (see Resolution # 11 and letter dated January 10, 2014 from Timothy Keef, P.E. Commissioner of Public Works and 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. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement and associated documents pertaining to participation in the M & T Bank, Credit Card Cash Back program (see Resolution #12 and memorandum dated January 14, 2014 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. 11 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Reappointment of Kathy Miller as a Trustee of the Brighton Library Board for a five year term commencing January 1, 2013 through December 31, 2018

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. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize the Court to purchase a Garrett PD6500i Walk Through Metal Detector, and related equipment, at a total cost of \$4,653. 41 and authorize the Supervisor to execute and deliver a grant application to the Justice Court Assistance Program for the same amount to fund the purchase of the equipment

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE BOARD:

Councilmember Christopher Werner has been appointed to the Sustainability Oversight Committee

MEETING ADJOURNED AT 8:22 PM:

Motion by Councilmember seconded by Councilmember to adjourn at 8:22 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 22nd day of January 2014 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

January 22, 2014

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>969,082.36</u>
D - HIGHWAY		<u>62,867.24</u>
L - LIBRARY		<u>1,423.69</u>
SD - DRAINAGE DIST		<u>75.25</u>
SF - FIRE DIST		<u>659.93</u>
SL - LIGHTING DIST		<u>46,338.64</u>
SS - SEWER DIST		<u>14,479.24</u>
TA - AGENCY TRUST		<u>1,210.63</u>
	TOTAL \$	<u>1,096,136.98</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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated January 9, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding approval requested by the Monroe County Department of Transportation for a stop sign at each of the west and east intersections of Brickstone Circle with Elmwood Avenue, be received and filed; and be it further

RESOLVED, that the Town Board hereby consents pursuant to Vehicle and Traffic Law Section 1652-A to the installation by the County of Monroe Department of Transportation and at the expense of the County of a stop sign at each of the west and east intersections of Brickstone Circle with Elmwood Avenue, such signs to be placed and maintained by the County of Monroe.

Dated: January 22, 2014

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618
PHONE: (585) 784-5250 FAX: (585) 784-5368

January 9, 2014

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
Elmwood/Brickstone Intersections

Dear Supervisor Moehle and Town Council Members:

Pursuant to the attached correspondence received from the MCDOT, the Town Board has been requested to pass a resolution supporting the listed traffic control measures (installation of stop signs as noted) at the specified locations due to St. John's Brickstone project. This entails stop signs at both the east and west entrances as you approach Elmwood Avenue. 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

File

Maggie Brooks
 County Executive

Terrence J. Rice, P.E.
 Director

March 21, 2011

Ms. Susan Kramarsky, Clerk
 Town of Brighton
 2300 Elmwood Avenue
 Rochester, NY 14618

RE: TRAFFIC CONTROL DEVICE ORDINANCE

Dear Ms. Kramarsky:

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.

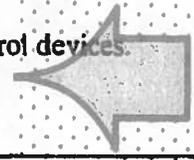
SIGN TYPE/DIRECTION	LOCATION
Stop/Northbound	Brickstone Circle (west entrance) @ Elmwood Avenue
Stop/Northbound	Brickstone Circle (east entrance) @ Elmwood Avenue

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 devices.

Terrence J. Rice

Terrence J. Rice, P.E.
 Director of Transportation



**SIGN
HERE**

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 as soon as possible.

TJR/bm
 cc: D. Wiegand

6100 CityPlace • 50 West Main Street • Rochester, New York 14614-1231
 (585) 753-7720 • fax: (585) 753-7730 • www.monroecounty.gov

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 7, 2014 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the preparation of a Monroe County Community Development Block Grant application to fund the construction of a sidewalk along the south side of Crittenden Road from East Squire Drive to West Henrietta Road and correspondence dated January 13, 2014 from Environmental Review Liaison Officer Ramsey A. Boehner and a draft Negative Declaration pursuant to the State Environmental Quality Review Act regarding the installation of the above referenced sidewalks, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the preparation of a Monroe County Community Development Block Grant application to fund the construction of a sidewalk along the south side of Crittenden Road from East Squire Drive to West Henrietta Road and, it is further

RESOLVED, that the Town Board hereby adopts the Negative Declaration pursuant to the State Environmental Quality Review Act regarding the installation of the above referenced sidewalks and hereby determines that the proposed action will not have a significant effect on the environment.

Dated: January 22, 2014

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ★ ROCHESTER, NEW YORK 14618 ★ PHONE (585)784-5250 ★ FAX (585)784-5368

January 7, 2014

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

Re: Community Development Block Grant (CDBG) Application
Monroe County

Dear Councilperson Werner and Committee Members:

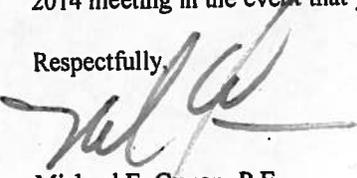
We are requesting that the FASC recommend that the Town Board authorize the preparation of a Monroe County CDBG grant application to fund the construction of a sidewalk along the south side of Crittenden Road from E. Squire Drive to West Henrietta Road. The proposed project consists of the construction of a 5 feet wide concrete sidewalk approximately 1,700 feet in length which will result in a disturbance of approximately 8,500 square feet. Projects that disturb more than 4,000 square feet must provide a letter from SHPO stating that the project will have no impact on historic or archaeological resources. The proposed project was submitted to SHPO who reviewed the project and provided a letter indicating that the project will not impact historic or archaeological resources.

Monroe County's CDBG funds are intended to be used in suburban towns and villages for projects located serving Low-Moderate income areas as determined by HUD. The proposed project will provide for safe pedestrian travel within Census Block Group 130.019 which is considered a Low-Moderate Income area.

We are requesting that 90% of the project to be funded by the CDBG Grant program. The remaining 10% will be funded by the Town of Brighton through in-kind services. The in-kind services will include project design, preparation of construction documents and construction oversight.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 14, 2014 meeting in the event that you have any questions regarding this matter.

Respectfully,


Michael E. Guyon, P.E.
Town Engineer

Cc: Tim Keef, Commissioner of Public Works
Suzanne Zaso
Mary Ann Hussar

2300 Elmwood Avenue. Rochester, New York 14618. 585-784-5250. Fax: 585-784-5373
<http://www.townofbrighton.org>



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 13, 2014

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Brighton, NY 14618

Re: Negative Declaration
Crittenden Rd. Sidewalk Project

Honorable Supervisor and Members:

The Crittenden Road Sidewalk Project involves installation of 1700 linear feet of concrete sidewalk along the south side of Crittenden Road between West Henrietta Rd. and East Squire Dr. Based on the review of the Environmental Assessment form prepared for the Project and documentation prepared by Town staff, it appears that the project will not result in any adverse environmental impacts.

I recommend that your Honorable Body:

1. Receive and file this letter and the attached negative declaration for the Crittenden Rd. Sidewalk Project;
2. Declare itself to be lead agency under the State of New York Environmental Quality Review Act; and
3. Adopt the attached negative declaration prepared by Town Staff for the Crittenden Rd. Sidewalk Project

Respectfully Submitted

Ramsey A. Boehner
Environmental Review Liaison Officer

cc: T. Keef, M. Guyon
attachment



State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number: ER-1-14

Date: January 22, 2014

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 Town of Brighton, 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: Crittenden Road Sidewalks

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: The project involves the installation of 1700 linear feet of concrete sidewalk within the ROW of Crittenden Rd. (Monroe County jurisdiction) on the south side of the road. Along the south side of Crittenden Rd. from the corner of West Henrietta Rd. & Crittenden Rd. eastward approximately 1700 LF. to East Squire Dr. Property addresses are 1711 Crittenden Rd. (148.12-2-62.12), 2400 West Henrietta Rd. (148.12-2-62.11) & empty lot at the corner of Crittenden Rd. & East Squire Dr. (149.09-1-3.1). The Town of Brighton is applying through the County of Monroe for CDBG funds for the project. A permit from the Monroe County Highway Department will also be required.

Location: Between W. Henrietta Rd. & East Squire Dr. on the south side of Crittenden Rd., Town of Brighton, Monroe County

Reasons Supporting This Determination:

After considering the action contemplated and reviewing the Environmental Assessment Form prepared by the applicant and the Criteria for determining significance in the SEQR regulations (6 N.Y.C.R.R. Section 617.11), the Town of Brighton 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. There will be no resources of value irreversibly lost.

3. The project construction period will be short; noise impacts from construction and impacts upon traffic flow will be limited.
4. Proper erosion control measures will be used. There will be no adverse impact on the environment.
5. The NYS Historic Preservation Office has reviewed the project and determined that the project will have no effect upon cultural resources in or eligible for inclusion in the National Register of Historic Places.
6. Temporary and/or permanent easements may be required for the construction of the project. The acquisition of temporary easements will be minimized in order to restrict construction activities on private properties. Permanent easements to allow for the construction to occur as well as to allow for future maintenance will also be minimized. Easement areas will be restored to preconstruction condition after the project is completed.
7. Although the Town will attempt to avoid damage to existing trees, depending on final alignment of the sidewalk, it may be necessary to remove a tree or trees and vegetation in the Crittenden Road ROW and/or easement areas. Options/methods will be considered to limit tree and vegetation disturbance.

For Further Information:

Contact Person: Ramsey A. Bohner, Environmental Review Liaison Officer

**Address: Town of Brighton
2300 Elmwood Avenue
Rochester, N.Y. 14618**

Telephone: (585) 784-5229

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 26, 2013 from Deputy Highway Superintendent Timothy J. Anderson regarding a request to authorize that a 2007 Dodge RAM 2500 Pick-up truck, VIN 3D7KS26D87G742165 with plow (Asset #742165) be declared surplus and disposed of through public auction to be conducted by Roy Teistworth, be received and filed; and be it further

RESOLVED, that the Town Board hereby declares a 2007 Dodge RAM 2500 Pick-up truck, VIN 3D7KS26D87G742165 with plow (Asset #742165) surplus and directs that it be disposed of through public auction to be conducted by Roy Teitsworth.

Dated: January 22, 2014

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

Highway Department

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

December 26, 2013

Honorable Finance Committee
Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14618

Re: Authorize Disposal of Equipment and Material

Honorable Members:

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

(1) 2007 Dodge RAM 2500 Pick- up truck, VIN #3D7KS26D87G742165 with plow (Asset #742165)

I further recommend that I be authorized to dispose of this equipment through Roy Teitsworth, Inc. through an on-line auction or at municipal auction scheduled May 2014.

Sincerely,

A handwritten signature in cursive script, appearing to read "T. Anderson".

Timothy J. Anderson
Deputy Highway Superintendent

Cc: S. Zaso
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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated January 10, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to sign an agreement with the County of Monroe to provide particular work on County Roads in the Town of Brighton during calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the All Seasons Work Agreement with the County of Monroe to provide particular work on County Roads in the Town of Brighton during calendar year 2014.

Dated: January 22, 2014

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618
PHONE: (585)784-5250 FAX: (585) 784-5368

January 10, 2014

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

re: 2014 All Seasons Work Agreement
with the Monroe County Department of Transportation (MCDOT)

Dear Chairman Werner and Committee Members:

The Town of Brighton provides some services (i.e. mowing, dead animal collection, etc.) along Monroe County roads via an agreement with the Monroe County Department of Transportation. At this time I am requesting your support to renew said agreement with the MCDOT for the upcoming 2014 season in accordance with the following rates. If the Finance and Administrative Services Committee concurs, please approve the Supervisor to execute this document.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 14, 2014 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

TEK/wpd

attachment

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



Department of Transportation
Monroe County, New York

Maggie Brooks
County Executive

Terrence J. Rice, P.E.
Director

December 16, 2013

Tim Keef
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 2014 AMENDATORY AGREEMENT – ALL SEASONS COUNTY/TOWN WORK AGREEMENT

Dear Mr. Keef: 

Enclosed, please find three copies of the Amendatory Agreement for the *All Seasons County/Town Work Agreement* for 2014. The original Agreement was executed by your Town/Village Board and Terrence J. Rice in 2007 and the Agreement allows for the renewal "upon mutual written consent of the parties for additional one-year terms, for a maximum agreement term of ten years."

Also, enclosed are new Appendices A & B for 2014. Appendix A reflects the new fringe rates for 2014. As recommended and agreed to following the work of the Fringe Rate Task Group in 2002, the maximum fringe rates value each year will be either the Monroe County's fringe rate or the actual town rate if less than the county rate. This year the County's actual fringe rate is 56.76% and the calculated fringe rate for all towns/villages exceeds the County's fringe rate. Therefore all towns/villages will be paid the County's fringe rate of 56.76% for 2014.

Please have your Town Supervisor/Village Mayor authorize and sign all three copies of the Amendatory Agreements. **Kindly return all three copies to Joyce Cordello, Principal Permit Assistant, Monroe County Department of Transportation, 50 West Main Street, Suite 6100, Rochester, New York 14614.** Please include a Town/Village Board Resolution as applicable.

Once all the documents are received and we have verified that the current insurance documentation currently on file (as submitted and approved with your recent snow and ice agreement) is valid, I will execute the Agreements and return a signed copy to you.

If you have any questions regarding this Agreement, please feel free to contact me at 753-7731.

Sincerely,


Tim Frelie, P.E.
Associate Engineer

TF:bm

Attached

cc: T. Rice
J. Cordello

RECEIVED
DEC 18 2013

TOWN OF BRIGHTON
DEPT. OF PUBLIC WORKS

**AMENDMENT for
"All Seasons County/ Town Work Agreement"**

THIS AMENDMENT ("Amendment") shall be deemed to be dated as of the last date executed by a party hereto, by and between the COUNTY OF MONROE (the "County"), a municipal corporation acting by and through its Department of Transportation, said offices being located at 50 West Main Street, Suite 6100, Rochester, New York 14614, and **Town of Brighton**, located at 2300 Elmwood Avenue, Rochester, NY 14618, hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of _____ (the "Agreement"), whereby the Town agreed to contract with the County for planned and unplanned work under the 'All Seasons County/Town Agreement' for services throughout Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2014 ; and update of the rates in Appendix 'A' and 'B'.

WHEREAS, the Town Board has authorized an amendment to the Agreement by Resolution No. _____, adopted _____, _____; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of mutual covenants, it is agreed by the parties as follows:

1. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2014 to December 31, 2014;
2. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2014 ;
3. All other terms and conditions of the Agreement shall remain in full force and effect.

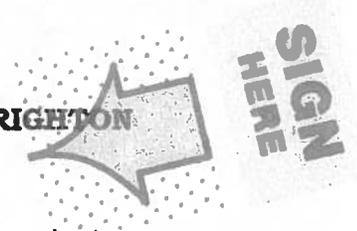
IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the last day and year written below.

COUNTY OF MONROE

By: _____
Terrence J. Rice. P.E.
Director of Transportation

TOWN OF BRIGHTON

By: _____
William Moehle
Supervisor
Federal Tax ID: _____



STATE OF NEW YORK)
COUNTY OF MONROE) SS:

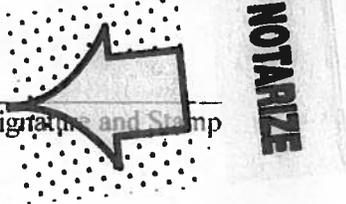
On the _____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence J. Rice, Director of Transportation of Monroe County, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp

STATE OF NEW YORK}
COUNTY OF MONROE) SS.

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp



APPENDIX A

**FRINGE RATES TO BE PAID PER LABOR HOUR FOR 2014
(Brighton)**

ALL HOURLY WORK	
Full Time/Regular Hours	56.76%
Full Time/Overtime Hours	31.22%
Part Time/Regular Hours	13.72%
Part Time/Overtime Hours	13.72%

APPENDIX B

MAR SERVICES

Roadside Mowing	\$85.25 / mile mowed each pass
Dead Animal Pickup	\$28.75 / center line mile
Roadside Pickup	N/A

**AMENDMENT for
"All Seasons County/ Town Work Agreement"**

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WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of _____ (the "Agreement"), whereby the Town agreed to contract with the County for planned and unplanned work under the 'All Seasons County/Town Agreement' for services throughout Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2014 ; and update of the rates in Appendix 'A' and 'B'.

WHEREAS, the Town Board has authorized an amendment to the Agreement by Resolution No. _____, adopted _____, _____; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of mutual covenants, it is agreed by the parties as follows:

1. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2014 to December 31, 2014;
2. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2014 ;
3. All other terms and conditions of the Agreement shall remain in full force and effect.

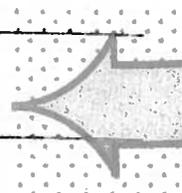
IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the last day and year written below.

COUNTY OF MONROE

TOWN OF BRIGHTON

By: _____
Terrence J. Rice. P.E.
Director of Transportation

By: _____
William Moehle
Supervisor
Federal Tax ID: _____



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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 10, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to sign an agreement with the State of New York to provide snow and ice control on State Roads in the Town of Brighton during the winter season of 2015-2016, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with the State of New York to provide snow and ice control on State Roads in the Town of Brighton during the winter season of 2015-2016.

Dated: January 22, 2014

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618
PHONE: (585)784-5250 FAX: (585) 784-5368

January 10, 2014

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

re: Snow and Ice Control Agreement Amendment
with the New York State Department of Transportation (NYSDOT)
2015/2016 Season

Dear Chairman Werner and Committee Members:

The Town of Brighton provides snow and ice control for New York State roads via an agreement with the New York State Department of Transportation. At this time I am requesting that said agreement with the NYSDOT be amended per the attached communication from the State. Therefore, I recommend that the Finance and Administrative Services Committee approve the Supervisor to execute these documents.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 14, 2014 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

TEK/wpd

attachments

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



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
938 W. LINDEN AVENUE
EAST ROCHESTER, NY 14445
PH: (585) 586-4514 FAX (585) 586-4675

December 18, 2013

Town of Brighton
Mr. Timothy Keefe
Commissioner of Public Works
1941 Elmwood Avenue
Rochester, NY 14620

Re: S&I Agreement Extension (15/16 Season)

Dear Mr. Keefe;

Please review the enclosed contract extensions for errors before submitting them to the Town Board for approval. The extensions will need page 1 (both sides) filled out and notarized, all maps signed, & three completed original resolutions from the Town Board certified (with raised seal) and signed. Once this is complete, return the entire package to the Monroe East Residency for processing. Please let me know if you have any questions.

Thank you,

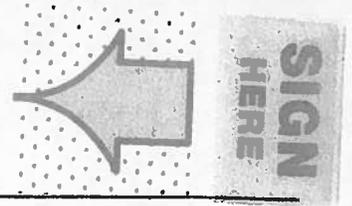
A handwritten signature in cursive script that reads "Bryan V. Severino".

Bryan V. Severino
Highway Maintenance Supervisor

attachment

Agency Certification Contract No. **D012050**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."



THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
for Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____

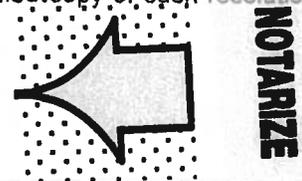
Dated _____

STATE OF NEW YORK)

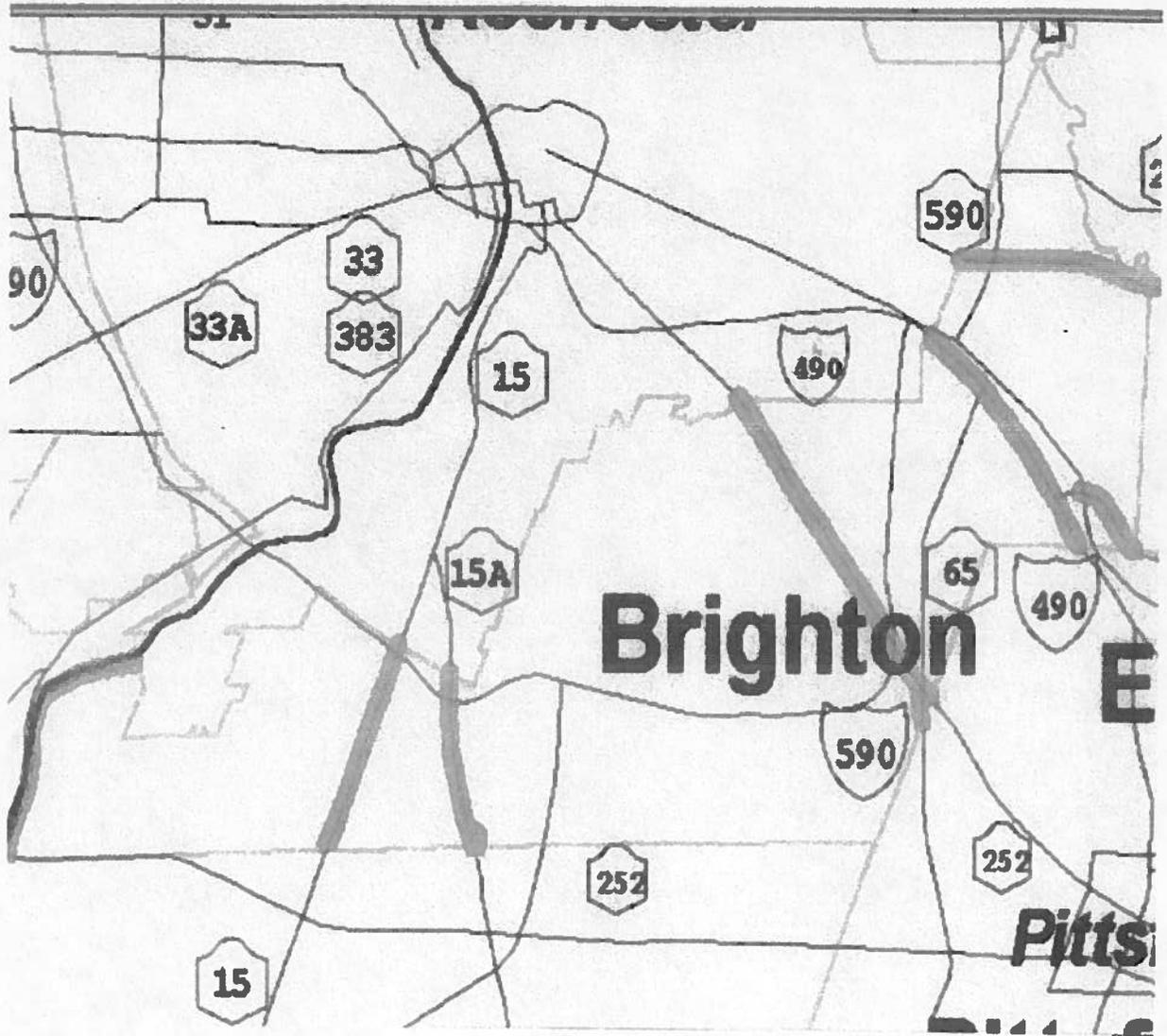
) SS:

COUNTY OF)

On the _____ day of _____ in the year ____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.



Notary Public



MAP SHOWING TOWN OF BRIGHTON
 RESPONSIBILITY FOR SNOW AND ICE CONTROL ON
 STATE HIGHWAYS FOR SEASON OF 2013/2014

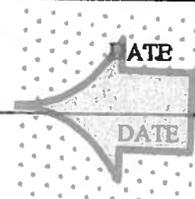
MILES - CONTRACT

C.L.	LANE
9.3	41.0



SNOW & ICE
 CONTROL
 PLOWING
 ONLY

SIGNED
 REGIONAL DIRECTOR
 OF OPERATIONS
 SIGNED
 FOR MUNICIPALITY



**SIGN
 HERE**

**AGREEMENT ADJUSTMENT WORKSHEET
2015/16 EXTENSION YEAR**

Municipality	Town of Brighton	Contract	D012050
County	Monroe	Region	4

2014/15 Extension's Estimated Expenditure				\$196,446.69
%	Labor	42.62%	Materials	30.03%
Value	\$83,718.85		\$58,992.17	\$53,735.67
Contract Snow & Ice Lane Miles of Responsibility				
Existing Lane Miles of Contract	41.00	New Lane Miles of Contract	41.00	
% Change in Lane Miles of Contract				0.00%
⁽¹⁾ - The % change in LM's is used in the calculation of Labor, Material & Equipment				

LABOR *

Labor Portion of 2014/15 Extension's Estimated Expenditure	\$83,718.85
% Labor Increase includes (+/-) Fringe Benefits for 2013/14 Season	x 6.35%
Additional Labor Costs for 2015/16	\$5,316.15

2013 FB = 65.74% & 2014 FB = 68.59% Wages = (2.0% + 1.5% increase)

Labor Portion of 2015/16 Wextension's Estimated Expenditure (1)	\$89,035.00
--	-------------

* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 2014/15 Extension's Estimated Expenditure \$58,992.17

	Salt	Sand	Other
% Materials	100.00%	0.00%	0.00%
2014/15 Total Material \$	\$58,992.17	\$58,992.17	\$58,992.17
Proportionate \$ Amount (1)	\$58,992.17	\$0.00	\$0.00
2012/13 Price Per Ton	\$42.48	\$0.00	\$0.00
2011/12 Price Per Ton	\$43.13	\$0.00	\$0.00
Difference (Show +/-)	\$0.00	\$0.00	\$0.00
+/- ▲% (2)	-1.51%	#DIV/0!	#DIV/0!
(1) x (2) Increase/Decrease	-\$889.05	#DIV/0!	#DIV/0!
Materials Total	\$58,103.12	\$0.00	\$0.00

Materials Portion of 2015/16 Extension's Estimated Expenditure	\$58,103.12
---	-------------

EQUIPMENT

Equipment Portion of 2014/15 Extension's Estimated Expenditure		\$53,735.67
% Equipment Increase for 2013/14 Season	x	0.00%
Additional Equipment Cost for 2015/16		\$0.00

Equipment Portion of 2015/16 Extension's Estimated Expenditure	\$53,735.67
---	--------------------

FIXED COSTS ADD-ONS

Salt Storage (Barns)		\$0.00
DTN Weather Service		\$0.00
Snow Fence		\$0.00
Total Fixed Costs		\$0.00

FINAL 2015/16 ESTIMATED EXPENDITURE	\$200,873.78
--	---------------------

Recommended By: _____

Transportation Maintenance Division Representative

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated January 2, 2014 from Chief of Police Mark T. Henderson regarding a request to authorize the Supervisor to sign an agreement with the County of Monroe for the Town to conduct tobacco compliance checks within the Town of Brighton during calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with the County of Monroe for the Town to conduct tobacco compliance checks within the Town of Brighton during calendar year 2014.

Dated: January 22, 2014

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



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

January 2, 2014

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

**RE: INTER-MUNICIPAL AGREEMENT WITH MONROE COUNTY TOBACCO
COMPLIANCE CHECKS**

Dear Board Members:

I recommend that the Supervisor be authorized to digitally sign an agreement between the County of Monroe and the Town of Brighton for the Inter-Municipal Agreement with Monroe County Tobacco Compliance Checks. Along with the signed agreement, they have requested the Supervisor to forward insurance certificates that are required in order for the contract to be processed. Attached is a printout of the digital agreement.

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

Respectfully,

Mark T. Henderson
Chief of Police

Attachment

Xc: Captain Robert Cline
J.P. O'Brien

AGREEMENT

FOR Town of Brighton Police Department Tobacco Checks

April 1, 2013 THROUGH March 31, 2014

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTY OF MONROE, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York, 14614, hereinafter referred to as "County" and, Town of Brighton, with offices at 2300 Elmwood Avenue, Rochester, NY, 14618, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof, and;

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

WHEREAS, the County Legislature, by Resolution Number 237 adopted on September 10, 2013, authorized the execution of an Agreement with the Contractor for such services;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

The Contractor's Police Department shall perform the following services for the County:

A. Conduct a maximum of Twenty-five (25) tobacco compliance checks of tobacco retail outlets, including vending machines and re-inspections, located in the Town of Brighton. Conduct one (1) follow-up check within two to three months of all outlets that have had their licenses suspended or revoked to determine if tobacco is being sold.

1. New compliance checks during contract period 04/01/2013 - 03/31/2014

Complete at least one (1) unannounced compliance check with a minor at all facilities where tobacco is sold by March 31, 2014.

2. Re-inspections during contract period 04/1/2013- 03/31/2014

For each facility that, on April 1, 2013, has active points on their record, complete a minimum of two (2) additional compliance checks with a minor before March 31, 2014.

3. Synar Survey - When required, complete assigned compliance checks and submit inspection reports by the deadline for the annual random Synar survey.

B. Verify that the retailer/vendor is registered with NYS Department of Taxation and Finance to sell tobacco. Verify name and address of the legal operator on the outlet's Certificate of Registration.

C. Verify that there are no self-service of tobacco products and that the products are located in a secure cabinet or behind the sales counter accessible only to sales clerks. Verify that out of package tobacco items (loose) are not for sale and that bidis, gutka, Shisha, herbal cigarettes, electronic cigarettes or smoking paraphernalia are not sold in outlets without a tobacco registration. Verify that required signage is posted in the facility.

D. Verify that vending machines have proper registration and are properly located and supervised.

E. When a retailer/vendor is found in violation:

- Verify name and address of operator.

- Notify operator of violations by presenting a copy of the "Notification of Violation" letter provided by the Health Department. Note on the compliance check form that letter has been delivered.

Note full name of actual seller (sales clerk) of the tobacco product on the compliance check form. Lottery agent number, if a New York State Lottery agent, must be noted on the compliance check form.

F. Provide the personnel and minors (16-17 years of age) with the required training needed to conduct the compliance checks. Obtain written parental permission for participating minors. No minors under the age of sixteen (16) years of age may participate in the compliance checks.

G. Follow the protocol for conducting tobacco compliance checks as developed by the New York State Health Department. *Protocol is included as an attachment.

H. Complete the compliance check report forms (developed and provided by the New York State Department of Health) and submit the originals to the County within two (2) working days from the date the checks were conducted. Any evidence obtained must be labeled and held in a safe and secure location until such time as the administrative enforcement hearing is conducted or the contractor is otherwise instructed by the Health Department.

I. Assure that the Brighton Police Department's personnel and/or minors involved in the compliance checks will be available to present testimony and evidence, if needed, in any Administrative Enforcement Hearings and/or judicial proceedings, initiated by or against the County, as a result of compliance checks.

II. TERM OF INTERMUNICIPAL AGREEMENT

A. The term of this Agreement shall be for the period of April 1, 2013 through March 31, 2014.

B. This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to the County's Health Director or the Contractor without incurring any penalty on account of such termination. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

C. Notwithstanding the provisions of the above paragraph, the County may terminate this Agreement immediately upon written notice to the Contractor upon the happening of any of the following:

1. Funding for the services to be performed under this contract is terminated or curtailed.
2. The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
3. The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation.
4. The County determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

III. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed TWO THOUSAND DOLLARS (\$2,000.00). This sum shall be paid as follows:

In quarterly installments, at a rate of \$80.00 per compliance check conducted.

In the event that the New York State Department of Health modifies its grant contract vouchering requirements at any other time during the term of this Agreement, County will so notify Contractor in writing and Contractor will adhere to said modifications as soon thereafter as reasonably possible, without the need for further contract amendments. Such written notification by County to Contractor will be attached to the Contract and be incorporated herein.

The Contractor will submit properly completed and executed Monroe County claim vouchers setting forth in detail the services provided by the Contractor.

Each submitted voucher will be approved by the County Health Director or his duly designated representative and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records pursuant to regulations promulgated by New York State Department of Health, New York State Education Department and or requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

The Contractor will submit a copy of any audit findings relating to services funded under this agreement to the County Department of Public Health.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation insurance, and disability insurance, if required by law; general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance and automobile liability insurance shall provide for and name Monroe County as an additional insured. The policies must be endorsed individually by the insurance carrier to authorize the additional insured designations. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

Contractor certifies that no medical professionals or other medical personnel shall be involved in the performance of the services described herein.

If any required insurance coverage contains aggregate limits or applies to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County

with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. 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.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder, shall become legally vested to the County upon the completion of the work required under this Agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

XI. FEDERAL SINGLE AUDIT ACT

This Agreement does not include federal funding.

XII. RIGHT TO INSPECT

Designated representatives of the County and the State Department of Health shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII. JOB OPENINGS

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.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe 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.)

Notice shall be given in writing to:

Employment Coordinator

Monroe County Department of Human Services

Room 204

111 Westfall Road

Rochester, NY 14620

phone #: (585) 753-1245

fax #: (585) 753-6096

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.

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of this Agreement, that it shall not discriminate against any person due to age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that at all times, it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth (and hereinafter amended) in Sections 290-301 of the Executive Law of New York State, and related regulations.

Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

XVI. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

XVII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

Contractor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to fully cooperate with the County in this regard, and to execute any amendments necessary for County and/or Contractor to comply with such laws, rules, regulations, orders and programs.

XVIII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

XIX. LAW

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

XX. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

XXI. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

XXII. MISCELLANEOUS

1. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

2. The Contractor represents and warrants that neither it, nor its employees or contractors, are excluded from participation, or are otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program. The Contractor further agrees that it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list;
- And, the NYSDOH Office of the Medicaid Inspector General's list of Restricted, Terminated, or Excluded Individuals or Entities.

In the event the Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of the Agreement, the Contractor will notify the County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Contractor, the County reserves the right to immediately cease contracting with the Contractor.

IN WITNESS THEREOF, Maggie Brooks the County Executive of the COUNTY OF MONROE and William Moehle, Town Supervisor of Town of Brighton (Federal Tax ID# 16-6002187), hereto have executed this agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

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

By electronically approving this contract document, the Contractor agrees to all terms and conditions listed in this attachment. The Contractor certifies, 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.

Town of Brighton

APPENDIX A

SEE ATTACHED DOCUMENT

By Legislators Boyce, Drawe and Yolevich

Intro. No. 312

RESOLUTION NO. 237 OF 2013

ACCEPTING GRANT FROM NEW YORK STATE DEPARTMENT OF HEALTH; AUTHORIZING CONTRACTS AND INTERMUNICIPAL AGREEMENTS FOR ADOLESCENT TOBACCO USE PREVENTION PROGRAM

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

Section 1. The County Executive, or her designee, is hereby authorized to accept a \$739,415 grant from, and to execute a contract and any amendments thereto with, the New York State Department of Health, for the Adolescent Tobacco Use Prevention Program, for the period of April 1, 2013 through March 31, 2018.

Section 2. The 2013 operating grant budget of the Department of Public Health is hereby amended by appropriating the sum of \$590,550 into fund 9300, funds center 5806010000, Adolescent Tobacco Use Prevention Grant.

Section 3. The County Executive, or her designee, is hereby authorized to execute contracts, intermunicipal agreements, and any amendments thereto, with the Rochester City Police Department, the Towns of Brighton, Gates, Greece and Webster, and other subcontractors as necessary, for the Adolescent Tobacco Use Prevention Program, in a total amount not to exceed \$57,500 annually, for the period of April 1, 2013 through March 31, 2018.

Section 4. The County Executive is hereby authorized to reappropriate any unencumbered balances during the grant period according to the grantor requirements and to make any necessary funding modifications within grant guidelines to meet contractual commitments.

Section 5. Should funding of this program be modified or terminated for any reason, the County Executive is hereby authorized to terminate or modify the program and, where applicable, to terminate or abolish some or all positions funded under such program. Any termination or abolishment of positions shall be in accordance with New York State Civil Service Law and, when applicable, the terms of any labor agreement affecting such positions.

Section 6. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Intergovernmental Relations Committee; August 21, 2013 - CV: 5-0
Human Services Committee; August 20, 2013 - CV: 8-0
Ways and Means Committee; August 21, 2013 - CV: 11-0
File No. 13-0249

ADOPTION: Date: September 10, 2013 Vote: 27-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED: X

VETOED: _____

SIGNATURE: Margie Probst

DATE: 9/17/13

EFFECTIVE DATE OF RESOLUTION: 9/17/13

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 14, 2014 from Director of Recreation Rebecca J. Cotter regarding a request to authorize the Supervisor to sign an agreement with Perinton Publishing to provide Town newsletter distribution services for calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with Perinton Publishing to provide Town newsletter distribution services for calendar year 2014.

Dated: January 22, 2014

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



TOWN OF BRIGHTON
RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

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

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

January 14, 2014

Finance Committee
Town of Brighton
2300 Elmwood Avenue

**Re: Renewal of the Professional Services Contract
For Town Newsletter Distribution**

Honorable Finance Committee Members:

I respectfully request that you authorize the Supervisor to renew a contract for the distribution of the Town newsletter with Perinton Publishing at the 2013 rates. The contract will be in the amount of \$25.00 per thousand, with an addition \$50.00 setup fee per mailing. We distribute approximately 17,500 newsletters for each season; this would amount to \$487.50 per mailing or \$1,462.50 annually. Funding for this expense is available in the 2014 budget.

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

Sincerely,

Rebecca J. Cotter
Recreation Director

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated January 14, 2014 from Director of Recreation Rebecca J. Cotter regarding a request to authorize the Supervisor to sign an agreement with Penny Lane Printing to provide Town Newsletter printing services for calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with Penny Lane Printing to provide Town Newsletter printing services for calendar year 2014.

Dated: January 22, 2014

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

January 14, 2014

Finance Committee
Town of Brighton
2300 Elmwood Avenue

**Re: Renewal of the Professional Services Contract
For Town Newsletter Printing**

Honorable Finance Committee Members:

I respectfully request that you authorize the Supervisor to renew the contract for the set up and printing of the Town newsletter with Penny Lane Printing at the 2013 rates. The prices are based on 18,800 newsletters per publication and are as follows: \$5,280.81 for a 44 page publication, \$4,599.63 for a 36 page publication, \$592.18 for any additional 4 page insert, \$256.32 per additional 1,000 (44 page newsletters), and \$220.51 per additional 1,000 (36 page newsletters). Newsletters will be printed on recycled paper.

Funding for is available for this expense in the Recreation and Shared Services Department's 2014 budget.

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

Sincerely,

Rebecca J. Cotter
Recreation Director

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated January 10, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to sign an agreement with the New York State Department of Transportation authorizing the adjustment of Sewer District manhole covers as part of the Monroe Avenue Safety Improvement project, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with the New York State Department of Transportation authorizing the adjustment of Sewer District manhole covers as part of the Monroe Avenue Safety Improvement project.

Dated: January 22, 2014

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



Town of Brighton

MONROE COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS
2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618
PHONE: (585) 784-5250 FAX: (585) 784-5368

January 10, 2014

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)
Utility Work Agreement
Monroe Avenue Safety Improvement Project
Town of Brighton

Dear Supervisor Moehle and Town Council Members:

I recommend that your Honorable Body receive and file the attached communication from the NYSDOT regarding the Utility Work Agreement for the adjustment of Town Sewer District manhole structures as part of the above project's scope of activities. Furthermore, it is recommended that the Town Board approve execution of the attached agreement and pass a resolution authorizing that the Supervisor do so. 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

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 4031.93.321

F.A. Project No.: MS 304031 931

ROW Declaration No:

Map Nos.:

Parcel Nos.:

County of: Monroe

Project Description: Route 31 (Monroe Ave) Safety Improvement from Westfall Road to Clover Street, in the Town of Brighton, Monroe County, necessitate the adjustment of utility facilities as hereinafter described, the owner, Town of Brighton Department of Public Works, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note, "Coordination with the Utility Schedule," and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.):

The Town of Brighton Department of Public Works owns and operates sanitary sewer facilities within the project limits currently located on State property in the Town of Brighton, Monroe County as shown on the plans for the proposed transportation project and are to be adjusted as follows:

The Town of Brighton Department of Public Works owns approximately nine (9) sanitary manholes within the project limits. Several may require vertical adjustments to the proposed final grade in accordance with project plans and the attached Utility Special Notes under Ref. No. 2 - A. The utility adjustment work shall be completed for an estimated \$0.00 given the adjustment work will be performed by the State Contractor during construction.

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

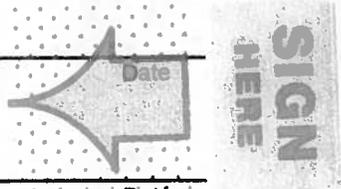
**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

VI. References:

The following documents are herewith incorporated in this agreement by reference:
(check appropriate boxes)

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract Documents: Contract No.: D262527
 P.I.N.: 4031.93.321
 Plan Sheets No. UTP - 01 thru UTP - 07
- Owner's plan sheets No.
- Owner's estimate sheets, Form FIN 223c
- Resolution dated: _____ by the
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent	(Signature)	Title	Date
For NYSDOT Commissioner of Transportation	(Signature)	Title	Date



Resolution Granting the State of New York Authority to Perform the Adjustment for the Owner and Agreeing to Maintain Facilities Adjusted Via State-let Contract

RESOLUTION

Resolution # _____

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Route 31 (Monroe Ave) Safety Improvement from Westfall Road to Clover Street, in the Town of Brighton, Monroe County, PIN 4031.93.321, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project the vertical adjustment to sanitary manholes, pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended, and

WHEREAS, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the above mentioned project.

NOW, THEREFORE,

BE IT RESOLVED: That Town of Brighton Department of Public Works approves of the vertical adjustment to their sanitary manholes on the above mentioned project and shown on the contract plans relating to the project and that Town of Brighton Department of Public Works will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED that _____ has the authority to sign, with the concurrence of the Town Board, any and all documentation that may become necessary as a result of this project as it relates to Town of Brighton Department of Public Works, and

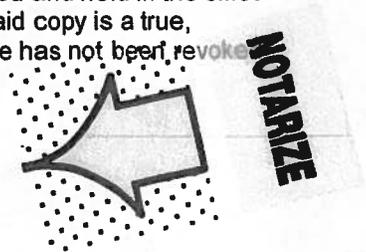
BE IT FURTHER RESOLVED: That the clerk of Town of Brighton Department of Public Works is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:
Seconded By:
Vote:

I, _____, duly appointed and qualified _____, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of _____, a quorum being present on the _____ day of _____, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this _____ day of _____

Name, title



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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that memorandum dated January 14, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the Supervisor to sign an agreement and associated documents pertaining to participation in the M&T Bank Credit Card Cash-Back program, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement and associated documents pertaining to participation in the M&T Bank Credit Card Cash-Back program.

Dated: January 22, 2014

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



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance 
Date: January 14, 2014
Subject: M&T Card Program

I am requesting that Your Honorable Body authorize the Supervisor to execute an agreement along with all related documents to enter into a card program with M&T Bank which will enable the Town to make payments, after Town Board audit and approval, to participating vendors for supplies and services via an electronic credit card program which will return 1% cash back to the Town for every dollar paid out. This program will eliminate the need to print and mail hard copy checks to participating vendors for payment, enable the vendor to receive an electronic payment, and provide the Town with up to a 30 day float with M&T Bank to make payment.

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.

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, email correspondence dated January 13, 2014 from Andy Kappy, Brighton Library Board Trustee, concerning the reappointment of Kathy Miller as a Trustee, be received and filed; and be it further

RESOLVED, that the Town Board hereby appoints Kathy Miller as a Trustee of the Brighton Library Board, *nunc pro tunc*, for a five year term commencing January 1, 2014, through December 31, 2018.

Dated: January 22, 2014

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

Mary Ann Hussar

From: William Moehle <william.moehle@townofbrighton.org>
Sent: Wednesday, January 22, 2014 3:44 PM
To: 'Hussar, MaryAnn'
Subject: FW: Library Board - Trustee re-appointment

Brenda, this is the correspondence that goes with the Library trustee reappointment resolution.

Bill

-----Original Message-----

From: Andy.kappy [mailto:andy.kappy@gmail.com]
Sent: Monday, January 13, 2014 7:28 PM
To: william.moehle@townofbrighton.org
Cc: Jennifer Ries-Taggart; Kathy Miller <kmiller8@rochester.rr.com>; Jason DiPonzio
Subject: Library Board - Trustee re-appointment

Dear Supervisor Moehle,

I have been remiss in not writing sooner. One of our board members, our current President, Kathy Miller, has come to the end of her term.

The library board voted at our December meeting to recommend that she be re-appointed for another term. I hope that the town board will agree and approve Kathy Miller for an additional term as a member of the Brighton Memorial Library Board of Trustees.

Sincerely,
Andrew Kappy,
Trustee

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 22nd day of January, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a price quote dated January 16, 2014 from Promark International for the purchase of a metal detector and related equipment for the Brighton Town Court, together with a grant application form for a grant request under the New York Justice Court Assistance Program, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Court to purchase a Garrett PD6500i Walk Through Metal Detector, and related equipment, at a total cost of \$4,653.41 and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver a grant application to the Justice Court Assistance Program, in the amount of \$4,653.41, to fund the purchase of such equipment.

Dated: January 22, 2014

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

FAX TRANSMITTAL SHEET

**OFFICE OF JUSTICE COURT SUPPORT
CITY, TOWN & VILLAGE COURTS RESOURCE CENTER**

187 Wolf Road, Suite 103
Albany, New York 12205
1-800-232-0630 or (518) 238-4339
FAX # (518) 438-3518

DATE: 1/21/14

NO. OF PAGES 2 (INCLUDING COVER SHEET)

TO: Diana Bradett

FAX NUMBER: _____

- | | | | | |
|-------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| FROM: | <input type="checkbox"/> | Nancy M. Sunukjian, Esq. | <input checked="" type="checkbox"/> | Kevin McGraw |
| | <input type="checkbox"/> | Kevin Reilly | <input type="checkbox"/> | David S. Whalen, Esq. |
| | <input type="checkbox"/> | Barbara Sheehan | <input type="checkbox"/> | David W. Fryer, Esq. |
| | <input type="checkbox"/> | Anthony C. Rossi, Esq. | <input type="checkbox"/> | Matthew L. Chivers, Esq. |
| | <input type="checkbox"/> | Kay Bowie | <input type="checkbox"/> | Christine Carro |
| | <input type="checkbox"/> | Becky Letko | <input type="checkbox"/> | Connie Cutler |
| | <input type="checkbox"/> | Darlene Murray | <input type="checkbox"/> | Christina Curran |

- AS REQUESTED _____
- FOR YOUR INFORMATION _____
- AS PER OUR CONVERSATION
- FOR YOUR REVIEW AND APPROVAL _____
- DELIVER _____
- RUSH DELIVERY _____
- HOLD FOR PICK UP _____
- COMMENTS: _____

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL (518) 238-4339

COURT NAME: Brighton Town Court, Monroe County

ID: 2579

D. SIGNATURE PAGE & SUPPORTING DOCUMENTATION

To complete the process mail, fax or scan/email this page with the following required documents:

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply authorize the applicant to "request up to the maximum amount available."

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Acting Justice).

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

CERTIFICATION: Original signature required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding; and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: _____ Name: _____
 Town Supervisor Village Mayor (please print)

Date: _____

REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.

Promark International
720 Montauk Highway
Copliague, NY 11726
 Phone (631) 226-1541 Fax (631) 226-1259

PRICE QUOTE

DATE
1/16/2014

QUOTE FOR:
Town of Brighton Court Attn: Dianne Burdett 2300 Elmwood Avenue Rochester, NY 14618 585-784-5157 585-784-5380 Fax dianne.burdett@townofbrighton.org

TERMS:
Quote good for 60 days Terms: Net 30 NYS Contract PC62316

QUANTITY	ITEM CODE	DESCRIPTION	PRICE	AMOUNT
1	1168411	Garrett PD6500i Walk Through Metal Detector	\$ 3,846.50	\$ 3,846.50
1	1169000	Garrett Permanent Magna Dolly	\$ 174.97	\$ 174.97
1	1600600	Garrett Operational Test Piece	\$ 41.97	\$ 41.97
1		Install, Calibrate, and Train	\$ 450.00	\$ 450.00
1	1165190	Garrett SuperScanner V	\$ 139.97	\$ 139.97
SHIPPING/HANDLING/FREIGHT				\$ -
TOTAL				\$4,653.41

Purchase orders may be faxed to 631-226-1259