

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
March 13, 2014

Present:

Supervisor William Moehle
Councilmember James Vogel
Councilmember Louise Novros
Councilmember Jason DiPonzio
Councilmember Christopher Werner

Daniel Aman, Town Clerk
Captain David Catholdi, Police Department
Tim Keef, Commissioner of Public Works
Kenneth Gordon, Attorney for the Town
Rebecca Cotter, Director of Recreation
Suzanne Zaso, Director of Finance

MEETING CALLED TO ORDER AT 7:08:

RECOGNITIONS/PRESENTATIONS:

State of the Town 2014 – The Honorable William W. Moehle

OPEN FORUM:

Jerry Goldman Re: Jewish Senior Life project
Ray Tierney and Mary Jo Lanphear – Brighton Centennial Committee Re: April 5 Reenactment
and Coffee Table Book Information

APPROVAL OF AGENDA:

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel to
approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Lawrence Howk, Treasurer Brighton Fire District to Town Clerk; submission of 2013
Annual Report

FROM Jose Fernandez, Campus Planning, Design and Construction Management University of
Rochester dated February 27, 2014 to Brighton residents in the IPD District of U of R Land inviting
them to attend the Neighborhood meeting being held at 7 pm on March 19, 2014 in the Seminar
Room of the Alumni and Advancement Center at 300 East River Road

FROM Ramsey Boehner, Secretary Historic Preservation Commission to Supervisor dated March
4, 2014 – Notice of Landmark Designation for 106 Oak Lane.

FROM Brighton Volunteer Ambulance 2013 Annual Report

FROM Dorothy Marchand dated March 8, 2014 to Supervisor complimenting the Highway Dept.
for the attention given to the plowing of sidewalks in the East Ave.-Penfield Clover intersection
area.

FROM Time Warner Cable dated March 5, 2014 to the Supervisor Regarding changes and
notifications of cable channels due to expire that may or may not be renewed.

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services – Next meeting 3/24/2014 at 4:30 PM at Brookside
Finance and Administrative Services – Next meeting 3/18/2014 at 3:30 PM in Stage Conference
Room

Public Safety Services – Next meeting 4/8/2014 at 8:00 AM in Downstairs Meeting Room

Public Works Services – Next meeting 4/7/2014 at 9:00 AM in Downstairs Meeting Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel 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: Authorize Supervisor to execute renewal agreement with Leightronix to provide video-on-demand and live video streaming professional services for the period April 25, 2014 – April 24, 2015 (see Resolution #1 and memorandum dated February 28, 2014 from MaryAnn Hussar, Assistant to the Supervisor).

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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Sensenig's Landscape Supply of Geneva to provide landfill contracting services for 2014 (see Resolution #2 and letter dated March 4, 2014 from Timothy Keef, P.E. Commissioner of Public Works).

Motion by Councilmember James Vogel 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 (2) police department vehicles as surplus and authorize their disposal through the municipal equipment auction process (see Resolution #3 and letter dated February 25, 2014 from Police Chief Mark Henderson).

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. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept as donated surplus property from the Monroe County Department of Transportation three-(3) driver feedback radar units currently

situated along Elmwood Avenue east of the 12 Corners (see Resolution #4 and letter dated March 4, 2014 from Tim Keef P.E. Commissioner of Public Works).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize amendments to the Equal Employment Opportunity and Non-Discrimination personnel policy (see Resolution #5, letter dated February 28, 2014 from Gary Brandt, Director of Personnel and proposed amendments).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to adopt new personnel policy regarding living wage for full time, permanent, non-represented town employees (see Resolution #6, letter dated February 28, 2014 from Gary Brandt, Director of Personnel and proposed new policy).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Geese Control of NY to provide geese control services for 2014 (see Resolution #7 and letter dated February 28, 2014 from Police Chief Mark Henderson).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Southpaw Designs Inc. to provide police vehicle striping services for 2014 (see Resolution #8 and letter dated February 28, 2014 from Police Chief Mark Henderson).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute amended agreement with Task Force Lighting Co. to support police vehicle lighting set-up for 2014 (see Resolution #9 and letter dated February 28, 2014 from Police Chief Mark Henderson).

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No.10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize amendment to the 2014 Capital Budget to include any appropriated/re-appropriated unexpended balances and interest earned in years prior to 2014 to provide for all on-going capital projects (see Resolution #10 and memorandum dated March 3, 2014 from Suzanne Zaso, Director of Finance).

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 11 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize transfer of balance of funds in the amount of \$47,618.43 from the Storm Sewer Debt Services account to the Highway Fund (see Resolution #11 and memorandum dated March 4, 2014 from Suzanne Zaso, Director of Finance).

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. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Expense and revenues for the period ending February 28, 2013

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MOTION TO GO INTO EXECUTIVE SESSION AT 9:03 PM:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to go into executive session at 9:03 PM to discuss a matter of litigation relating to the West Brighton Fire District, Clover Blossom tax litigation, and the employment of a particular person in the Information Technology Department

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel to come out of executive session at 10:04 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED AT 10:04PM:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to adjourn at 10:04 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 13th day of March 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

March 13, 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>472,239.17</u>
D - HIGHWAY		<u>244,991.64</u>
H - CAPITAL		<u>66,538.91</u>
L - LIBRARY		<u>40,180.14</u>
SK - SIDEWALK DIST		<u>110.12</u>
SR-REFUSE DISTRICT		<u>137,578.98</u>
SS - SEWER DIST		<u>55,660.88</u>
TA - AGENCY TRUST		<u>57,265.80</u>
TOTAL	\$	<u>1,074,565.64</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.

3-13-14

DATE



 TOWN CLERK

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 14, 2014 from Assistant to the Supervisor MaryAnn Hussar regarding a request to authorize the Supervisor to execute a renewal agreement with Leightronix Services, Inc. to provide video-on-demand and live video streaming professional services for the period April 25, 2014 through April 24, 2015, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a renewal agreement with Leightronix Services, Inc. to provide video-on-demand and live video streaming professional services for the period April 25, 2014 through April 24, 2015.

Dated: March 13, 2014

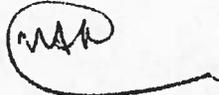
William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Christopher K. Werner, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____



MARYANN HUSSAR Assistant to the Supervisor
2300 Elmwood Avenue
Rochester, NY 14618

MEMORANDUM

TO: Members of the Finance and Services Committee
The Honorable Town Board

FROM: MaryAnn Hussar, Assistant to the Supervisor 

Date: February 28, 2014

Subject: Approval to renew agreement with Leightronix Services Inc. to provide Video on-demand and live streaming professional services for the period April 25, 2014 –April 24, 2015.

The Town's current agreement with Leightronix Services Inc. is due to expire on April 25, 2014. The Leightronix hardware owned by the Town that enables these services, are all proprietary/vendor specific to Leightronix.

Therefore;

- Since this hardware has been found not to be compatible with any other service provider
- Our financial investment made on this hardware is fairly recent
- In order to contract with another service provider, it would require an additional financial investment in new hardware,

I request approval to renew our current agreement with Leightronix Services Inc.

Provided Services from Leightronix Services Inc. will be as required by the Town and will include, but will not be limited to the following:

- Web Media Hosting Services
- Video-on-demand Services
- Live video streaming services
- Archived Video web storage

Thank you.

c.c. Susan Wentworth, IT Coordinator

mah

LEIGHTRONIX SERVICES

Direct Order Form

Service Options

- **One Year of TOTAL INFO® Dynamic Content Delivery Service** \$995.00
Annual subscription for automated live delivery of news, sports, weather, traffic, financial and dailies information.
- **PEG Central®** \$2,988.00
Web media hosting and streaming video-on-demand service hosted by LEIGHTRONIX.
- **PEG Central PRO™** \$3,588.00
Maintain privacy on all or select online video resources by going PRO with a trusted streaming video-on-demand solution.
- **PEG Stream™** \$3,000.00
Live streaming service designed to accommodate viewers both locally and worldwide via LEIGHTRONIX's world class servers.
- **PEG Central and PEG Stream** \$4,788.00
Combine LEIGHTRONIX video-on-demand and live streaming services and save \$1,200 annually. If you have both PEG Central and PEG Stream, but your renewal dates don't coincide, please check the box of the service below you'd like to renew at this time.
 - **PEG Central** \$2,988.00
 - **PEG Stream** \$1,800.00
- **PEG Central Storage Upgrade** \$149.00
Increase the standard 500 hours of online video storage to 1,000 hours.

Reason for Purchasing Direct

- Dealer has been non-responsive to contact attempts
 - Dealer has not submitted a quote in what I consider to be an acceptable time frame
 - Dealer is charging more than MSRP, prompting me to contact LEIGHTRONIX directly
 - It's an inconvenience to have to purchase through a dealer
 - Dealer has not placed the order with LEIGHTRONIX in what I consider to be an acceptable time frame
 - Subscription has almost ended and do not have time to go through a dealer
- Other: _____

Customer Information

Customer: _____ Service URL: _____
(PEG Central and PEG Stream Customers Only)

Address: _____ Serial Number: _____

City, State, Zip: _____ Phone#: _____ Email Address: _____

Payment Information

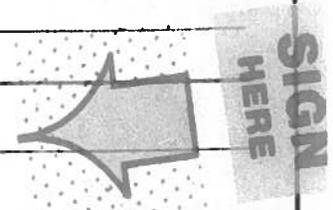
— Visa — Mastercard — American Express Name On Card: _____

Credit Card Number: _____ Expiration Date: _____

— **Contact me for payment information**
Choose this option if you're not comfortable providing the above credit card information, you'd like to pay with a check, or your organization requires a formal invoice before providing payment.

Fax completed order form to (517) 694-1600 Signature: _____ Date: _____

(800) 243-5589 | 2330 Jarco Drive Holt, MI 48842 | support@leightronix.com | www.leightronix.com



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated March 4, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an agreement with Sensenigs Landscape Supply of Geneva to provide landfill contracting services for 2014 at an annual rate of \$8,000.00 with an option to renew for an additional three consecutive one year periods after 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Sensenigs Landscape Supply of Geneva to process and remove yard waste materials for 2014 and pay the Town at an annual rate of \$8,000.00, with an option to renew for an additional three consecutive one year periods after 2014, subject to the review and approval of the form of said agreement by the Attorney to the Town.

Dated: March 13, 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	_____

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 25, 2014 from Chief of Police Mark T. Henderson regarding a request to have the Town Board declare two police vehicles identified as a 2009 Ford Crown Victoria (VIN 2FAHP71V39X140713) and a 2005 Ford Crown Victoria (VIN 2FAHP71W15X171722) surplus and to authorize the disposition of said vehicles by public auction, be received and filed; and be it further

RESOLVED, that the Town Board hereby declares two police vehicles identified as a 2009 Ford Crown Victoria (VIN 2FAHP71V39X140713) and a 2005 Ford Crown Victoria (VIN 2FAHP71W15X171722) surplus and authorizes the disposition of said vehicles by public auction.

Dated: March 13, 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	_____

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated March 4, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to have the Town Board accept the donation by the Monroe County Department of Transportation of three driver feedback radar units currently situated along Elmwood Avenue in the Town east of the 12 Corners Intersection, be received and filed; and be it further

RESOLVED, that the Town Board hereby accepts the donation by the Monroe County Department of Transportation of three driver feedback radar units currently situated along Elmwood Avenue in the Town east of the 12 Corners Intersection.

Dated: March 13, 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

March 4, 2014

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

re: Elmwood Avenue Driver Feedback Radar Units Agreement
Monroe County Department of Transportation (MCDOT)

Dear Chairman Werner and Committee Members:

Pursuant to today's discussion at the FASC meeting, it is recommended that Town proceed with accepting the three driver feedback signs situated along Elmwood Avenue, east of the 12 Corners, as donated surplus property from the MCDOT. By doing so, it will insure that these units will remain in service along Elmwood Avenue within the Town. Accepting these units does not obligate the Town to maintain or replace them in the future. As always, thank you for your consideration.

Sincerely,

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

TEK/wpd

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

FASC.MCDOT.ELMWOOD.RADAR.UNITS.FEB.2014.02



Purchasing and Central Services

Monroe County, New York

Maggie Brooks
County Executive

Dawn C. Staub
Purchasing Manager

Acknowledgment & Release **For Donated Surplus Property**

TO: Monroe County Purchasing Manager

I, _____ representing _____,
acknowledge that the item(s) listed below have been donated to _____ for a
value of approximately \$_____.

I further acknowledge that the items listed below have been accepted by me on an "as-is,
where-is" basis and that the County has made no representation that any of the items are
operable or acceptable for use and that the County has no further obligation or liability upon my
organization's receipt of these items.

I hereby release the County from any further obligation or liability with respect to the
item(s) received by me on this date.

Signature

Municipality / Not-for-Profit Name

Printed Name

Address

Date

City, State, Zip

ITEMS

(List each item and serial number, if applicable. Use an additional page, if necessary.)

Effective 7/7/07, Revised 6/1/10

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 28, 2014 from Director of Personnel and Human Resources Gary Brandt regarding a request to amend the personnel policies of the Town relative to equal employment opportunities and non-discrimination by adding the terms "gender identity or gender expression" to the list of protected groups in the policy, be received and filed; and be it further

RESOLVED, that the Town Board hereby amends the personnel policies of the Town relative to equal employment opportunities (section 2.12) and non-discrimination (Section 2.4) by adding the terms "gender identity or gender expression" to the list of protected groups in said policy as detailed in the amended policy language attached to the above referenced memorandum.

Dated: March 13, 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

TO: Christopher Werner, Chair, Finance & Admin. Services Committee

FROM: William Moehle, Supervisor *WM*
Gary Brandt, Director of Personnel & HR *GB*

DATE: February 28, 2014

RE: Amendment to Personnel Policy 2.12, Equal Employment Opportunity
and Personnel Policy 2.4, Non-Discrimination

In our efforts to continue to keep our Personnel Policies as inclusive, respectful and protective as possible of all employees and applicants for employment, it is recommended that the Town Board amend the above captioned Personnel Policies to include protections for gender identity and/or gender expression. Hence, with the approval of the Town Board, we will add the terms "gender identity and gender expression" to the protected groups in the text of Policy 2.12 and Policy 2.4.

I have attached copies of both policies, as amended, for your review.

c: S. Zaso, Director of Finance

M. Hussar, Assistant to the Supervisor



PERSONNEL POLICIES & PROCEDURES

Employment Policies & Procedures

Subject:

**Equal Employment Opportunity
Non-discrimination**

Policy:

The Town of Brighton is an equal opportunity employer and does not discriminate on the basis of age, race, creed, religion, color, national origin, sex, sexual orientation, gender identity or expression, marital status, non-disqualifying disability or other legally protected characteristic. The Town's commitment to equal opportunity extends to all aspects of the employment relationship, including hiring, promotion, discipline, termination, compensation and other terms, conditions and privileges of employment.

Legal Basis:

Title VII of the 1964 Civil Rights Act
Age Discrimination in Employment Act (ADEA)
Equal Pay Act of 1963
State fair employment laws

**Procedure for Reporting
Discrimination:**

The Town of Brighton treats claims of discrimination seriously. If you believe that you have been the victim of discrimination or observe such conduct directed towards another, immediately report the conduct to your supervisor and the Personnel Director. If you feel uncomfortable reporting the alleged discrimination to your supervisor, report your concerns to the Personnel Director directly. The confidentiality of your communications and concerns will be preserved to the greatest extent possible. Upon receiving a report of discrimination the Town will take appropriate responsive action and appropriate remedial/corrective action when complaints are substantiated.

PERSONNEL POLICIES & PROCEDURES

Employment Policies & Procedures

Subject:

Non-Harassment

Policy:

It is the Town of Brighton's policy that all employees have the right to work in an environment free of all forms of harassment. The Town does not condone, and will not tolerate, any form of harassment.

Prohibited Activity:

No employee shall either explicitly or implicitly ridicule, mock, deride or belittle any person.

Employees shall not make offensive or derogatory comments or actions based on age, race, color, sex, sexual orientation, gender identity or expression, marital status, creed, religion, national origin, non-disqualifying disability or other protected classification either directly or indirectly to another person. Such harassment is a prohibited form of discrimination under state and federal law and is also considered misconduct subject to disciplinary action by the Town.

It is against Town policy for any worker, male or female to harass another worker by: making unwelcome sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of employment; using a worker's submission to or rejection of such conduct as the basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

It is against Town policy for any worker, male or female, to harass another worker or to create a hostile or offensive working environment. Examples of prohibited conduct include, but are not limited to the following:

*Formerly "Harassment of Town Employees"
Adopted 5/13/82; Rev 3/12/03, 3/12/14*

PERSONNEL POLICIES & PROCEDURES

Employment Policies & Procedures

Subject:

Non-Harassment

- Each supervisor has the responsibility to assist any employee of the Town who comes to that supervisor with a complaint of harassment in documenting and filing such complaint;

Guidelines:

Each employee of the Town is responsible for assisting in the prevention of harassment through;

- Refraining from participation in, or encouragement of, actions that could be perceived as harassment;
- Reporting acts of harassment to a supervisor; and
- Encouraging any employee, who confides that he or she is being harassed, to report these acts.

Procedure for Reporting Harassment:

The Town of Brighton treats claims of harassment seriously. If you believe that you have been the victim of harassment, or observe such conduct directed towards another, immediately report the conduct to your supervisor and the Personnel Director. If you feel uncomfortable reporting the alleged discrimination or harassment to your supervisor, report your concerns to the Personnel Director directly. The confidentiality of your communications and concerns will be

*Formerly "Harassment of Town Employees"
Adopted 5/13/92; Rev 3/12/03, 3/12/14*

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The policies and procedures contained in this manual are not intended to create a contract of employment. The contents of this manual may be changed, modified and deleted by action of the Town of Brighton Town Board at any time.

PERSONNEL POLICIES & PROCEDURES

Employment Policies & Procedures

Subject:

Non-Harassment

preserved to the greatest extent possible. Upon receiving a report of discrimination or harassment, the Town will take appropriate responsive action and will take appropriate remedial/corrective action when complaints are substantiated.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 28, 2014 from Director of Personnel and Human Resources Gary Brandt regarding a request to amend the personnel policies of the Town by adding a new Living Wage policy, be received and filed; and be it further

RESOLVED, that the Town Board hereby amends the personnel policies of the Town by adding a new Living Wage policy for all permanent full-time non-represented employees of the Town, as more specifically set forth in the Living Wage policy attached to the above referenced memorandum, and be it further

RESOLVED, that said new Living Wage Policy will become effective on April 1, 2014.

Dated: March 13, 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

TO: Christopher Werner, Chair, Finance & Admin. Services Committee

FROM: William Moehle, Supervisor: 
Gary Brandt, Director of Personnel & HR 

DATE: February 28, 2014

RE: Adoption of Living Wage Personnel Policy

The Town of Brighton believes that each permanent full time employee with the Town should be paid an hourly wage sufficient to support themselves and their family on the base hourly wage in our employee salary schedule. To ensure that this is possible, the Town will create a Living Wage policy. Under the policy all full time permanent non-represented employees will be paid the area Living Wage rate, as defined in the City of Rochester Code, Section 8A-18. The Town will revise the Living Wage annually, on January 1st of each year and such annual revisions will be reflected in the annual Town of Brighton employee salary schedule.

The increased cost to the Town is minimal, but the adoption of this new Personnel Policy will place the Town in a leadership position in the Rochester community with respect to providing a living wage for all permanent full time employees.

I have attached this policy for your review and discussion.

c: Suzanne Zaso, Director of Finance

MaryAnn Hussar, Assistant to the Supervisor



PERSONNEL POLICIES & PROCEDURES

Compensation Policies & Procedures

Subject: **Living Wage**

Policy: All full time permanent Town employees shall be paid a Living Wage. The Living Wage shall be consistent with the rate set under Section 8A-18 of the City Code of Rochester, New York, and the hourly wage rate shall be no less than the computed rate in City Code Section 8A-18 as the rate “with health insurance”; The Town of Brighton rate will be modified on January 1st of each year to remain consistent with the rate computed pursuant to City of Rochester Code Section 8A-18 then in effect. This policy shall not apply to any Town of Brighton employees that are covered and paid under the terms of a collective bargaining agreement.

Benefit Impact:

This policy is to ensure that all full time permanent Town of Brighton employees are paid a wage or salary sufficient to remain above the poverty line for a family of four living in the Rochester area.

Requesting Procedure:

Annually, on January 1st of each fiscal year, the Town’s Salary Schedule shall automatically be revised to reflect the current Living Wage as

certified in City of Rochester City Code Section 8A-18, Living Wage with health insurance benefits.

Effective Date:

This policy shall be effective on April 1, 2014

Policy Approved March 13, 2014

At a Town Board Meeting of the Town of Brighton, Monroe County, New York held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 28, 2014 from Chief of Police Mark T. Henderson regarding a request to authorize the Supervisor to execute an agreement with Geese Control of New York to provide geese control services for the period April 1, 2014 through November 30, 2014 and excluding any service during the month of July 2014 at the monthly rate of \$650.00, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Geese Control of New York to provide geese control services for the period April 1, 2014 through November 30, 2014 and excluding any service during the month of July 2014 at the monthly rate of \$650.00 subject to the review and approval of the form of said agreement by the Attorney to the Town.

Dated: March 13, 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

February 28, 2014

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

RE: Geese Control Contract

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Geese Control of New York and the Town of Brighton for the provision of geese control in the Town of Brighton. This contract is for the period beginning April 1, 2014 through November 30, 2014, with no service for the month of July.

I hereby recommend acceptance of the agreement as presented by Geese Control of New York for services to the Town for the stated time period. Geese Control of NY will keep the rates the same as 2013 at \$650 per month. There are no other vendors in the area that provide this service.

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

Sincerely,

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

Mark T. Henderson
Chief of Police

MTH:jpo
attachment

c: Captain David Catholdi
David Ewell, Animal Control Supervisor

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, in the year 2014, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Geese Control of New York, with offices at (or residing at) 3325 Bailey Road, Bloomfield, New York 14469, hereinafter referred to as the "Contractor".

WITNESSETH

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

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

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

1. The Contractor hereby agrees to perform the following services for the Town of Brighton: Harassment of Canada Geese using border collies, in complete accord with the proposal offered by the Contractor for service provision in 2014, attached hereto and made a part of this agreement.
2. The term of this agreement shall be from April 1, 2014 through June 30, 2014 and August 1, through November 30, 2014. This contract may be terminated by the Town of Brighton upon written notice to the Contractor.
3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due at the rate of Six Hundred Fifty Dollars (\$650.00) per month, and a total amount not to exceed \$4,550 annually.

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

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

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

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

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

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

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including

reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

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

TOWN OF BRIGHTON

By: _____
William Moehle, Supervisor



GEESE CONTROL OF N.Y.

By: _____

[Print Name]

Fed. I.D.# or Social Security #

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 28, 2014 from Chief of Police Mark T. Henderson regarding a request to authorize the Supervisor to execute an agreement with Southpaw Designs Lettering and Graphics to provide vehicle striping services for police vehicles for calendar year 2014 at a cost of \$540.00 per vehicle with the option on the part of the Town to renew said agreement for up to three additional one year periods, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Southpaw Designs Lettering and Graphics to provide vehicle striping services for police vehicles for calendar year 2014 at a cost of \$540.00 per vehicle with the option on the part of the Town to renew said agreement for up to three additional one year periods subject to the review and approval of the form of said agreement by the Attorney to the Town.

Dated: March 13, 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



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

Mark T. Henderson
Chief of Police

February 28, 2014

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

RE: Vehicle Striping Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Southpaw Designs and the Town of Brighton for the provision of vehicle striping services. This contract is for the period beginning January 1, 2014 through December 31, 2014 with the option to renew for up to three years.

In accordance with the Town's procurement policy, three written requests for pricing were sought. Southpaw graphics submitted the lowest price per unit. The total cost to stripe a vehicle with Southpaw Designs will be \$540.

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

Respectfully,

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

Mark T. Henderson
Chief of Police

MTH:jpo
Attachment

TOWN OF BRIGHTON
REQUEST FOR QUOTATION - NOT AN ORDER

DEPARTMENT 3120 POLICE
APPROPRIATION CODE 3120 2.29

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

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
	STRIPING OF POLICE VEHICLES 2014		540 ⁰⁰

DELIVERY LOCATION _____ TERMS _____

VENDORS CONTACTED:

- NAME SOUTHPAW DESIGNS DATE QUOTED 1-22-14
 ADDRESS 4555 CUNEO ROAD PRICE OR BEST ESTIMATE 540⁰⁰
ROCHESTER NY 14622 DELIVERY DATE _____
 PHONE (585) 342-2335 ACCEPTED (X) REJECTED ()
- NAME EWING LETTER + GRAPHICS DATE QUOTED 1-10-14
 ADDRESS 6101 LORAIN ROAD PRICE OR BEST ESTIMATE 679⁴¹
FARMINGTON NY 14425 DELIVERY DATE _____
 PHONE (585) 924-8370 ACCEPTED () REJECTED (X)
- NAME SIGN IMPRESSIONS DATE QUOTED NO RESPONSE
 ADDRESS SIGNARAMA PRICE OR BEST ESTIMATE _____
 PHONE (585) 723-0420 DELIVERY DATE _____
 ACCEPTED () REJECTED ()

ARE THERE ANY TRADE-IN ALLOWANCES OR DISCOUNTS APPLICABLE TO THIS PURCHASE? NO

REMARKS:

I CERTIFY THAT ALL REQUIRED PURCHASING PROCEDURES HAVE BEEN FOLLOWED.

[Signature]
DEPARTMENT PURCHASING AGENT
2-28-14
DATE



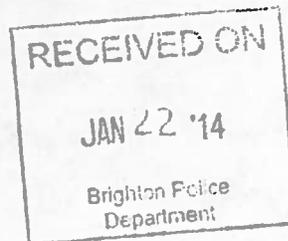
lettering & graphics

4555 CULVER RD. ROCHESTER NY 14622 585-342-2335

QUOTE

Jan. 22 2014

J.P. O'Brien
Administrative Analyst
Brighton Police Dept.



Complete reflective lettering and striping
on 2014 Police Vehicles

Installe in shop location
4555 Culver Rd Rochester.

\$540.00 Per Vehicle



RECEIVED ON
JAN 10 '14
Brighton Police
Department

Address 6101 Loomis Rd
Farmington N.Y. 14425
Phone (585) 924-8370
Email schristie@ewinglq.com
Proof of Insurance Yes No

PRICING

Hourly Rate \$ 55.00
Hours Needed to
Stripe Vehicle 3 hours
Any Additional Costs Vinyl Material (3M 1560CR)
Total cost of
1 vehicle \$ 629.41

REFERENCES

Name	Phone #
<u>Fairport Police</u>	<u>(585) 223-1740</u>
<u>Ontario County Sheriff</u>	<u>(585) 394-4560</u>
<u>City of Rochester</u>	<u>(585) 425-8829</u>
<u>City of Canandaigua</u>	<u>(585) 396-5031</u>

Return to
Town of Brighton Police Department
Attention JP O'Brien
2300 Elmwood Avenue
Rochester, NY 14618

AGREEMENT

THIS AGREEMENT, made this 12th day of March, in the year 2014, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Southpaw Designs Lettering & Graphics, with offices at 4555 Culver, Rochester NY 14622, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Paragraph 1 hereof for the Town of Brighton Police Department, hereinafter referred to as the "Project"; and

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

WHEREAS, the Contractor has indicated to proceed with all installation and markings of Brighton Police Vehicles at a cost of \$540.00 per vehicle; and

WHEREAS, the term of this agreement shall be from January 1, 2014 through December 31, 2014, with the option to renew for up to three years at the mutual consent of both parties; and

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

1. The Contractor hereby agrees to prepare the vehicle surface and apply the department markings per the specifications.

2. All markings will be 3M IJ680 CR reflective, four colors provided by the Contractor and will have a seven year warranty along with a seven year warranty on installations.
3. Contractor will NOT charge for the design and will provide the artwork to the Town on three different formats if so needed.
4. Upon the completion of the work required hereunder by the Contractor, title to all work performed, including the design, shall vest in the Town of Brighton.
5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.
6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.
7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
8. The Consultant agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex, national origin, sexual orientation, military status, age, disability, marital status, religion, predisposing genetic characteristics 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 set forth in Section 290-301 of the Executive Law of the State of New York.

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

10. Workers' Compensation and Liability Insurance: Consultant agrees to procure and maintain, at its own expense, insurance of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in New York State covering all operations under this Agreement, whether performed by Consultant or by sub consultants. General Liability policies shall designate the Town of Brighton as an additional named insured. Consultant shall furnish to the Town of Brighton a certificate or certificates showing that it has complied with this paragraph 10 prior to the commencement of the project, and renewal certificates provided should policies renew, or be cancelled during the project and for three years after the end of the project. The policies maintained hereunder shall provide that they will not expire, be changed or be cancelled until thirty (30) days written notice has been given to Town of Brighton. Furthermore, the Insurance Company writing the coverages shall be licensed in New York and have an A.M. Best "A" rating or better. The Consultant shall provide the following coverages:

1. Insurance covering the obligations of Consultant under the provisions of New York State Workers' Compensation Law.
2. Commercial General Liability:
 - a. General Aggregate Other than Products
\$2,000,000
 - b. Products - Completed Operations Aggregate: \$2,000,000
 - c. Personal and Advanced Injury : \$1,000,000
 - d. Each Occurrence Limit for Bodily Injury and Property Damage:
\$1,000,000
 - e. Fire Damage (Any One Fire): \$50,000

- f. Medical Expenses (Any One Person): \$5,000
- g. The Town of Brighton must be an Additional Insured on the General Liability policy and Consultants Coverage should be provided on a primary basis to the Town for claims arising from this project.
- h. A Per Project or Per Location Aggregate must be evidenced.
- i. Evidence of coverage shall be provided for at least three years after completion of the project to cover claims that may arise from the work performed for the Town.
- 3. Automobile Liability, (“Any Auto”, “Hired Auto” and “Non-Owned Auto”):
 - a. Bodily Injury and Property Damage Limits:
 - i. Combined Single Limit each accident: \$1,000,000
- 4. Excess Liability, Umbrella Form (for Engineers, Architects, etc.):
 - a. Each Occurrence: \$3,000,000
- 5. Worker’s Compensation and Employer’s Liability
 - a. Each Accident: \$100,000
 - b. All Persons by Disease: \$500,000
 - c. Each Person by Disease: \$100,000
 - d. Professional Liability, (Errors and Omissions) \$1,000,000

New York State Disability Benefits coverage: Statutory Limits

- 6. Professional Liability Insurance shall be written on a claims-made basis; provided, however, that the obligation to maintain such professional liability insurance shall survive completion and termination of this Agreement through and including the expiration of any and all statutes of limitation applicable or potentially applicable to matters arising out of this Agreement. Such professional liability insurance shall provide coverage against at least the following liabilities:
 - a. Liability of Consultant and its employees and agents with respect to all work performed by them under this Agreement.

- b. Liability of Consultant's sub consultant and its employees and agents under this Agreement.
 - c. Liability of Consultant with respect to all work under this Agreement performed for Consultant by sub consultants and their employees and agents.
 - d. The insurance shall include contractual liability insurance applicable to Consultant's obligations set forth herein and in paragraph 9, regarding indemnification.
7. All insurance shall be written by insurance companies authorized to do business in New York and Certificates of Insurance in a form satisfactory to the Town showing compliance with these requirements shall be provided to the Town Attorney's office before any work is begun.

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

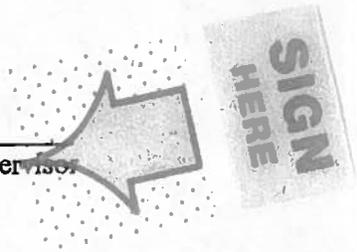
TOWN OF BRIGHTON

By: _____
William W. Moehle, Supervisor

By: _____
Southpaw Designs

[Print Name]

Fed. I.D.# or Social Security #



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 28, 2014 from Chief of Police Mark T. Henderson regarding a request to authorize the Supervisor to execute an agreement with Task Force Lighting to provide set up services for police vehicles for calendar year 2014 at a rate of \$25.00 per hour, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute Amendment #1 to the contract for Task Force Lighting to provide set up services for police vehicles for calendar year 2014 at a rate of \$25.00 per hour subject to the review and approval of the form of said agreement by the Attorney to the Town.

Dated: March 13, 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

February 28, 2014

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

RE: 2014 Task Force Lighting Contract

Dear Board Members:

In 2013, the Police Department utilized the services of Task Force Lighting for the set-up of our police vehicles. Task Force Lighting was the lowest responsible bidder. The agreement included an option to extend the contract up to three additional years at the mutual consent of both parties. There has been a request from the Contractor to increase the rate of pay from \$22.00 per hour to \$25.00 per hour for 2014. This slight increase is still well below the competing vendors that provided pricing in 2013.

I would recommend that with an amendment to the agreement, the Town Board renew the contract with Task Force Lighting.

Respectfully,

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

Mark T. Henderson
Chief of Police

jpo:MTH

xc: Dan Aman, Town Clerk

AMENDMENT #1 TO THE CONTRACT FOR TASK FORCE LIGHTING

This Amendment, made as of January 1, 2014, is to the Agreement made as of January 1, 2013 between the Town of Brighton, with offices at 2300 Elmwood Avenue, Rochester, NY 14618, and Task Force Lighting, with its principal place of business at 590 Salt Road, Webster, NY 14580, which Agreement is hereby amended as follows:

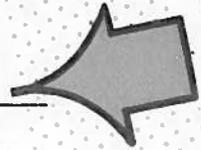
Section 2a (Rate and Payment): the Town and the Contractor hereby agree to provide services listed in section 1 at a new rate of \$25.00 per hour, not to exceed 30 hours of service per vehicle without permission from the Brighton Police Department pending unforeseen circumstances.

All other terms and conditions as provided in the original Agreement made as of January 1, 2013 (and hereby renewed for calendar year 2014) will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment #7 to the Agreement as shown below.

William Moehle, Supervisor
Town of Brighton

Date



**SIGN
HERE**

Jerry Fedele, President
Task Force Lighting

Date

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated March 3, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize amendment to the 2014 Capital Budget to include any appropriated/re-appropriated unexpended balances and interest earned in years prior to 2014 to provide for all on-going capital projects as detailed in the attachment to said memorandum, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes amendment to the 2014 Capital Budget to include any appropriated/re-appropriated unexpended balances and interest earned in years prior to 2014 to provide for all on-going capital projects as detailed in the attachment to the above referenced memorandum.

Dated: March 13, 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 *SZ*
Date: March 3, 2014
Subject: Appropriation/Re-Appropriation of Capital Projects Budgets

With regard to ongoing capital projects initiated in the 2013 or prior years, I recommend that Your Honorable Body authorize the Finance Department to take the following action, as detailed in the attached "Capital Budget Appropriation/Re-Appropriation Journal Entry for 2014:

- To re-appropriate the balances of estimates for all unrealized revenues and all unexpended, unencumbered appropriations relating to ongoing capital projects initiated in years prior to 2014, and
- To appropriate into each capital project budget any interest earned on project monies through 12/31/2013, thereby providing additional spending authorization and excluding interest earned on borrowed funds (that have been properly transferred to the Debt Service Fund), and
- To direct and empower the Director of Finance to make any and all necessary accounting entries to implement the Town Board's intended actions with regard to this matter.

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

Attachment

Copy to: T. Keef
M. Guyon
A. Banker

TOWN OF BRIGHTON			
2014 CAPITAL PROJECT BUDGETS			
Appropriation/Re-Appropriation of Prior-Year "Open" and "New" Capital Projects			
Capital Project Description	Budget Code	Debit	Credit
Ambulance Purchase 2013 (AMB13/AM13)			
Ambulance 13 - BANs Redeemed from Approp.	H.AMBUL.AMB13.5731	\$45,000.00	
Fire Alarm System - Town Hall and Operations Center - (ALARM/ALRM)			
Fire Alarm System - Serial Bonds	H.BLDGS.ALARM 5710	\$163,190.00	
Fire Alarm System - Building Improvements	H.BLDGS.ALARM 2.63		\$20,824.00
Fire Alarm System - Attorney Fees	H.BLDGS.ALARM 4.53		\$2,098.47
Fire Alarm System - Fiscal Advisor Fees	H.BLDGS.ALARM 4.56		\$1,530.18
Town Hall/Public Safety Wing Roof (ROOF/ROOF)			
Roof - Serial Bonds	H.BLDGS.ROOF 5710	\$376,740.00	
Roof - Attorney Fees	H.BLDGS.ROOF 4.53		\$937.37
Roof - Fiscal Advisor Fees	H.BLDGS.ROOF 4.56		\$655.54
Corwin Road Bridge Maintenance (COWRN/CRWN)			
Corwin Road Bridge - New York State Aid	H.BRIDG.CORWN.3580	\$60,105.03	
Corwin Road Bridge - Federal Aid	H.BRIDG.CORWN 4580	\$277,070.74	
Corwin Road Bridge - Transfer from Highway Fund	H.BRIDG.CORWN 5015	\$9,025.43	
Monroe Avenue Green Street Project (MAGSP/MAGS)			
Monroe Ave Green St. Proj - New York State Aid GIGP Grant	H.GIGP.MAGSP.3992	\$1,565,000.00	
Monroe Ave Green St. Proj - Drain Infrastructure	H.GIGP.MAGSP.2.81		\$769,700.00
Monroe Ave Green St. Proj - Dept Chg HWY	H.GIGP.MAGSP.4.01		\$500,000.00
Monroe Ave Green St. Proj - DptchgProj	H.GIGP.MAGSP.4.03		\$40,000.00
Monroe Ave Green St. Proj - Engrn Fees	H.GIGP.MAGSP.4.52		\$18,405.00
Monroe Ave Green St. Proj - Attny Fees	H.GIGP.MAGSP.4.53		\$24,728.47
Library HVAC Unit			
HVAC - Serial Bonds	H.LIBRY.HVAC 5710	\$67,500.00	
HVAC - Building Improvements	H.LIBRY.HVAC 2.63		\$124,530.61
HVAC - Engineering Fees	H.LIBRY.HVAC 4.52		\$469.39
HVAC - Attorney Fees	H.LIBRY.HVAC 4.53		\$336.24
HVAC - Fiscal Advisor Fees	H.LIBRY.HVAC 4.56		\$147.90
Park Planning and Investigation Project:			
Park Planning/Investigation - Planning/Consulting Services	H.PARKS.PLAN.4.49		\$40,690.74
Park Planning/Investigation - Planning/Consulting Services	H.PARKS.PLAN.4.49		\$41,471.67
Park Planning/Investigation - Planning/Consulting Services (approp. Int.)	H.PARKS.PLAN.4.49		\$141.63
Highland Park / Canalway Trail Project (PARKS/TPTRL)			
Highland Park / Canalway Trail - Intergovernmental Fees (City of Rochester)	H.PARKS.TPTRL 2389	\$32,763.46	
Highland Park / Canalway Trail - Federal Aid	H.PARKS.TPTRL 4585	\$237,833.41	
Highland Park / Canalway Trail - EsmntRgtWY	H.PARKS.TPTRL.2.69		\$200,000.00
Highland Park / Canalway Trail - Engineering Fees	H.PARKS.TPTRL.4.52		\$27,358.84
Highland Park / Canalway Trail - Misc Expense (approp. Interest)	H.PARKS.TPTRL.4.89		\$2.54

TOWN OF BRIGHTON			
2014 CAPITAL PROJECT BUDGETS			
Appropriation/Re-Appropriation of Prior-Year "Open" and "New" Capital Projects			
Capital Project Description	Budget Code	Debit	Credit
<u>Technology Improvements 2011</u>			
Technology Improvements - Audio Visual Equipment	H.TECH.2011 2.14		\$2,674.12
Technology Improvements - Computer Software/Supplies	H.TECH.2011 4.15		\$7,518.15
<u>Dump Truck - Highway - DMP11/DM11</u>			
Dump Truck - Serial Bonds	H.TRUCK.DMP11 5710	\$176,570.00	
Dump Truck - Attorney Fees	H.TRUCK.DMP11 4.53		\$702.39
Dump Truck - Fiscal Advisor Fees	H.TRUCK.DMP11 4.56		\$369.28
<u>Sn. Keating Blvd - (SNKTG/SNKT)</u>			
Sn. Keating Blvd - Engineering Fees	H.CAPRJ.SNKTG 4.52		\$8,772.84

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 13th day of March, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated March 4, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the transfer of \$47,618.43 from the Debt Service Fund to the Highway Fund, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the transfer of \$47,618.43 from the Debt Service Fund to the Highway Fund.

Dated: March 13, 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 *SZ*
Date: March 4, 2014
Subject: Transfer Storm Sewer Debt Service Funds

I am recommending that the Town Board authorize the transfer of the remaining debt service funds from the Storm Sewer capital project in the amount of \$47,618.43 back to the Highway Fund where funding was originated as there is no remaining debt on the project.

My formal request to the Town Board is to authorize the transfer of \$47,618.43 from the Debt Service Fund to the Highway Fund.

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

Cc: Tim Keef
Amy Banker