

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
December 22, 2014

PRESENT:

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

Daniel Aman, Town Clerk
Kenneth Gordon, Attorney for the Town
Mark Henderson, Chief of Police
Mike Guyon, Town Engineer
Suzanne Zaso, Director of Finance
Maryann Hussar, Assistant to the Supervisor

MEETING CALLED TO ORDER AT 12:02 PM:**APPROVAL OF AGENDA:**

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

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

November 25, 2014 Town Board Meeting
December 10, 2014 Town Board Meeting

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to approve and file the aforementioned minutes

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services – Next meeting 1/26/2015 at 4:40 PM at Brookside
Finance and Administrative Services – Next meeting 1/6/2015 at 3:30 PM in Stage Conference Room
Public Safety Services -- Next meeting 1/13/2015 at 8:00 AM in Downstairs Meeting Room
Public Works Services – Next meeting 1/6/2015 at 9:00 AM in Downstairs Meeting Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award to lowest, responsible bidder, Pooler Enterprises Inc. to provide design and construction services for boat dock and put-in at the Reserve Subdivision site at the Canal, along with approval for Supervisor to execute agreement with Anthony J. Costello & Son Development for reimbursement of costs that may exceed funds budgeted for project (see Resolution #1 and letter dated December 17, 2014 from Michael Guyon, P.E. Town Engineer).

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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Modify reappointments to Sustainability Oversight Committee (see Resolution #5).

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. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file Planning Board Advisory Report dated December 10, 2014 and set Public Hearing date of January 14, 2015 for proposed Animal Care Local Law (see Resolution #2 and letter dated December 10, 2014 from Ramsey Boehner, Town Planner).

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 acceptance of funding received from Lifespan of Greater Rochester, with approval for appropriation of same, into the 2014 Police Budget (see Resolution #3 and letter dated December 5, 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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute intermunicipal agreement with Monroe County regarding the Highland Crossing Trail project (see Resolution #4 and letter dated December 11, 2014 from Michael Guyon, P.E. Town Engineer).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal agreement with Brighton Volunteer Ambulance to provide emergency medical services for the year 2015 (see Resolution #6 and memorandum dated December 15, 2014 from Suzanne Zaso, Director of Finance).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Municipal Solutions, Inc. to provide professional services (see Resolution #7 and memorandum dated December 15, 2014 from Suzanne Zaso, Director of Finance).

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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept donation of \$20,000 from the Brighton Rotary Service Foundation for construction of a Pavilion at Buckland Park with authorization for appropriation of those funds into particular 2014 accounts (see Resolution #8 and memorandum dated December 15, 2015 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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with the NY State Teamsters Council Health and Hospital Fund to provide health insurance benefits to Town employees through Teamsters Local #118 Health Care Plan(see Resolution #9, memorandum from Suzanne Zaso, Finance Director dated December 16, 2014 and proposed agreement).

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. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED AT 1: 00 PM:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to adjourn at 1:00 PM

UPON ROLL CALL VOTE

MOTIOIN 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 December, 2014 and that I recorded said minutes of the aforesaid meeting of he Town Board of the Town of Brighton, New York

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

December 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>140,870.19</u>
D - HIGHWAY		<u>21,827.67</u>
H - CAPITAL		<u>26,683.40</u>
L - LIBRARY		<u>24,675.34</u>
SL - LIGHTING DIST		<u>21,557.89</u>
SS - SEWER DIST		<u>215,317.53</u>
TA - AGENCY TRUST		<u>2,392.56</u>
	TOTAL \$	<u>453,324.58</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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 17, 2014 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute a contract with Pooler Enterprises, Inc. as the lowest responsible and responsive bidder for the construction and installation of a boat dock and boat put as part of the project known as "The Reserve" at a cost not to exceed \$559,580.00 and to further authorize the Supervisor to execute an agreement with Anthony J. Costello & Sons Development, LLC regarding payment by the Developer for any costs for the above referenced project which exceed the project budget of \$448,000.00, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Pooler Enterprises, Inc. as the lowest responsible and responsive bidder for the construction and installation of a boat dock and boat put as part of the project known as "The Reserve" at a cost not to exceed \$559,580.00 and further authorizes the Supervisor to execute an agreement with Project Developer Anthony J. Costello & Sons Development, LLC regarding payment by the Developer for any costs for the above referenced project which exceed the project budget of \$448,000.00, subject to the review and approval of both agreements by the Attorney to the Town.

Dated: December 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

December 12, 2014, revised 12/17/14

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

Re: The Reserve Subdivision
Town of Brighton Greenway Water Trail/Canalway Trail Improvement
Proposed Boat Dock and Boat Put In
Bid Award

Dear Councilperson Werner and Committee Members:

As part of The Reserve Subdivision the applicant, Anthony J. Costello & Son Development, LLC. entered into an agreement with Town of Brighton to design and construct a boat dock and boat put in along the Erie Canal. The applicant agreed to pay the local share of the proposed improvements in the amount of \$224,000. In addition, the Town of Brighton entered into an agreement with the New York State Canal Corporation who will make available \$224,000 for these canal improvements. The total project budget is \$448,000.

The bids for the above referenced project were publicly advertised and publicly opened on December 10, 2014 at 10:00 AM, all as required by law. A copy of the bid advertisement is attached for your reference. Four bids were received and are shown in Table - 1.

Table - 1

Bidder	General Construction	Boat Dock	Boat Put-In Area	TOTAL BASE BID
Pooler Enterprises Inc.	\$ 32,400.00	\$ 319,727.00	\$ 207,453.00	\$ 559,580.00
Crane Hogan Structural System	\$ 99,600.00	\$ 587,328.00	\$ 312,685.00	\$ 999,613.00
Villager Construction	\$ 80,500.00	\$ 382,795.60	\$ 236,222.20	\$ 699,517.80
Ramsey Constructors	\$ 58,000.00	\$ 315,102.50	\$ 243,972.45	\$ 617,074.95

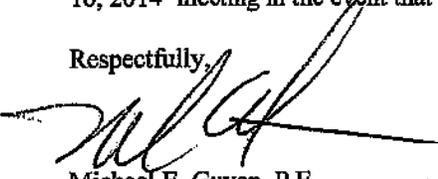
Town Staff has reviewed the bids for completeness and accuracy and concluded that the low bid submitted by Pooler Enterprises Inc. is a true representation of the costs to complete the project and the contractor is qualified to complete the works of the Contract. The Total Base Bid submitted by Pooler Enterprise exceeds the project budget by \$111,580.00. Additionally, the Town must provide special inspections for the project at a cost estimated to be \$12,000. In a letter, attached, Anthony J. Costello of the Costello Group/The Reserve has agreed to pay the difference between the project budget and the bid price and the special inspection fees.



Therefore, I am requesting that FASC recommend that the Town Board award the Total Base BID, for the Town of Brighton Greenway Water Trail/Canal Way Trail Improvement to the low, responsible and responsive bidder, Pooler Enterprises Inc. for a cost not to exceed \$559,580.00. In addition, I am requesting that the Town Board authorize the Town Supervisor to sign an agreement with Anthony J. Costello for reimbursement of any expenses which exceed the project budget amount of \$448,000. The form and substance of this agreement must be reviewed and approved by the Town Attorney prior to its execution.

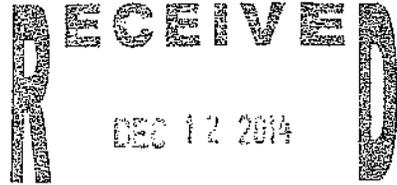
As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 16, 2014 meeting in the event that you have any questions regarding this matter.

Respectfully,



Michael E. Guyon, P.E.
Town Engineer

cc: S. Zaso
T. Keef
Mary Ann Hussar
Bill Daly



December 12, 2014

TOWN OF BRIGHTON
BUILDING & PLANNING

Mr. Michael Guyon
Town Engineer
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Guyon:

It has been brought to my attention by Bill Daly, our Vice President of Development, that the low bidder for improvements on the canal in front of The Reserve was Pooler Enterprises at a bid of \$559,580.00. As you know, that represents a difference of \$111,580.00 from the Canal Corp.

I would like to go on record stating that The Costello Group/The Reserve will be responsible for the difference, as well as the \$12,000.00 for inspection fees.

If you would like to discuss this further, please contact Bill Daly.

Sincerely,

Anthony J. Costello
Chairman

cc: Bill Daly

AN ANTHONY J. COSTELLO & SON DEVELOPMENT

One Reserve View Boulevard • Rochester, NY 14618
info@brightonreserve.com • Phone: 585-272-0500 • Fax: 585-527-6832
www.brightonreserve.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 22nd day of December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that Rochelle Bell and Eric Williams hereby are reappointed to the Sustainability Oversight Committee effective January 1, 2015 for two-year terms expiring on December 31, 2016, rather than three year reappointment terms, as previously approved by members of the Town Board on November 25, 2014.

Dated: December 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	_____

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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 10, 2014 from Town Planner and Executive Secretary for the Planning Board Ramsey A. Boehner regarding the Planning Board's Advisory Report relative to the proposed amendments to Sections 207-4 and 207-12 of the Town Code and to request that a public hearing be set for the said amendments and a draft of said proposed amendments, be received and filed; and it is further

RESOLVED, that the Town Board hereby sets a public hearing for January 14, 2015 at 7:30 p.m. at Brighton Town Hall, 2300 Elmwood Avenue, in the Town of Brighton to consider the proposed amendments to Sections 207-4 and 207-12 of the Town Code regarding Animals and hereby directs the Town Clerk to publish and post such notice as is required by law.

Dated: December 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

December 10, 2014

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

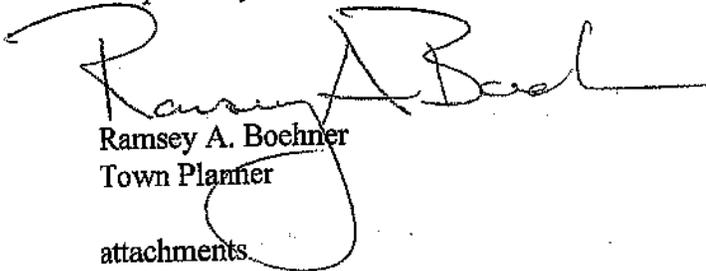
Re: Proposed Code Amendments to the Code of the Town of Brighton Sections 207-4 and 207-12

Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this communication and the Planning Board's advisory report dated December 10, 2014.

I further recommend that you set a public hearing for these propose amendments.

Respectfully Submitted



Ramsey A. Bochner
Town Planner

attachments





TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

December 10, 2014

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, N.Y. 14618

RE: Advisory Report - Code Amendments Regarding Animals

Dear Board Members:

At the December 10, 2014 Planning Board meeting, the Planning Board, pursuant to Section 225-6.A of the Comprehensive Development Regulations reviewed the proposed amendments to Sections 207-4 and 207-12 of the Comprehensive Development Regulations. The Planning Board offers the following findings:

1. The proposed amendments are consistent with the aims of the Comprehensive Development Regulations. The proposed amendments will better specify which animals are allowed to be kept within the Town of Brighton.
2. The proposed amendments are consistent with the aims of the Comprehensive Plan. The proposed amendments will help preserve and enhance the Town as a residential community.

Respectfully,

Ramsey A. Boehner
Executive Secretary
Planning Board



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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 5, 2014 from Police Chief Mark T. Henderson regarding a request to authorize the acceptance of \$800.00 in funding from Lifespan of Greater Rochester and to further authorize the amendment of the Police Department's 2014 budget in the same amount by increasing expenditures in the Vehicle Set Up Account (A.POLCE 3120 2.29), be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the acceptance of \$800.00 in funding from Lifespan of Greater Rochester and further authorizes the amendment of the Police Department's 2014 budget in the same amount by increasing expenditures in the Vehicle Set Up Account (A.POLCE 3120 2.29).

Dated: December 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

December 5, 2014

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

Re: Donation and Appropriation

Dear Board Members:

Recently, the Police Department received funding from Lifespan of Greater Rochester for the Elder Abuse Training that a number of our officers attended. There were no additional costs to this department for the training. Therefore, we would like to use these funds for additional vehicle set up in the year 2014.

I request that the Town Board authorize the acceptance of this funding. I further request that the 2014 Police Department Operating Budget be amended to increase expenditures in A.POLCE 3120 2.29 Vehicle Set Up by \$800 to be fully supported by an increase in revenues A.POLCE.3120 1589 Public Safety of the same amount.

Sincerely,

Mark T. Henderson
Chief of Police

MTH:jpo

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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 11, 2014 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute an intermunicipal agreement with the County of Monroe regarding the Highland Crossing Trail Project, be received and filed together with the proposed intermunicipal agreement attached thereto, and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an intermunicipal agreement with the County of Monroe regarding the Highland Crossing Trail Project, subject to the review and approval of said agreement by the Attorney to the Town.

Dated: December 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

December 11, 2014

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

Re: Highland Park/Canalway Trail
Monroe County
Intermunicipal Agreement

Dear Councilperson Werner and Committee Members:

The Town of Brighton is proposing to construct a portion of the Highland Crossing Trail within Highland Park which is owned and operated by Monroe County. This portion of the trail includes the construction of approximately 1,570 linear feet of a 10 foot wide paved asphalt trail; 240 linear feet of pavement restoration and striping; and 885 linear feet of widening the existing concrete sidewalk to 10 feet. In lieu of an easement the County has provided an Intermunicipal Agreement, IMA, to clarify the covenants, agreements and conditions by which the Municipality shall construct the Project and by which the County and the Municipality shall each maintain its respective portions of the Project. The IMA allows the Town to access the Park property to construct the trail. The trail will then be gifted to the County who will own and maintain the portion of the trail on County Property within Highland Park. A copy of the Intermunicipal Agreement is attached for your reference. The Town attorney has reviewed and approved the attached IMA.

I am requesting that the FASC authorize the Supervisor to endorse the intermunicipal agreement between Monroe County and the Town of Brighton regarding the Highland Crossing Trail.

I will be in attendance at your next regularly scheduled meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Respectfully,

Michael E. Guyon
Department of Public Works

Cc Tim Keef
Mary Ann Hussar
Suzanne Zaso

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



INTERMUNCIPAL AGREEMENT

BETWEEN

MONROE COUNTY

AND

TOWN OF BRIGHTON

THIS AGREEMENT made this ____ day of _____, 2014 by and between

MONROE COUNTY, a Municipal Corporation, having its principal office at 39 West Main Street, Rochester, New York 14614 ("County") and

TOWN OF BRIGHTON, a Municipal Corporation having its principal office at 2300 Elmwood Avenue, Rochester, New York 14618 ("Municipality").

WITNESSETH:

WHEREAS, the Municipality intends to construct trail improvements in Highland Park, involving Municipality, City and County owned portions, described as....("Highland Crossing Trail"); and

WHEREAS, the County and the Municipality desire to enter into an agreement whereby the County will accept a gift of construction of trail improvements to the County owned portion in Highland Par with an estimated value of \$60,000; and

WHEREAS, the Municipality is the project sponsor and will be responsible for improvements to the County property, located within Highland Park, including the construction of approximately 1,570 linear feet of a 10 foot wide paved asphalt trail; 240 linear feet of pavement restoration and striping; and 885 linear feet of widening the existing concrete sidewalk to 10 feet (the "Project") as shown on the plans included in Exhibit A; and

WHEREAS, the Municipality has indicated its willingness to perform the scope of services necessary to implement the Project and after successful completion of the Project, donate the improvements to the County; and

WHEREAS, the Municipality has received Transportation Enhancement Program funding which is made available through the Federal Highway Administration (FHWA) to make improvements to Highland Crossing Trail, including portions owned by the County, the Municipality and the City of Rochester; and

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

WHEREAS, the County is desirous of obtaining the services of the Municipality to implement the Project, and accepting such improvements constructed within the County-

owned portion of Highland Park, upon successful completion of the Project; and

WHEREAS, the County shall maintain the County-owned portion of said trail improvements made within Highland Park; and

WHEREAS, the Municipality shall maintain improvements made to said trail which are located within the Town of Brighton;

WHEREAS, pursuant to an Intermunicipal Agreement between the Municipality and the City of Rochester, the City shall maintain improvements made to said trail which are located within the City of Rochester;

WHEREAS, in view of the foregoing, the parties deem it in the best interests of the County and the Municipality to enter into a cooperative Intermunicipal Agreement (the "Agreement") pursuant to Article 5-G of the General Municipal Law to clarify the covenants, agreements and conditions by which the Municipality shall construct the Project and by which the County and the Municipality shall each maintain its respective portions of the Project; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Agreement pursuant to Resolution No. 231 of 2014, adopted by the Monroe County Legislature on June 10, 2014; and

WHEREAS, the Supervisor of the Town of Brighton is authorized to execute this Agreement pursuant to Resolution No. ___ of 2014, adopted by the Town Board on _____, 2014.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Required Standard Clauses for County Contracts-Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.
2. The Municipality shall perform the following services for the County:
 - A. The Municipality shall:
 - i. Construct the portion of the Highland Crossing Trail on County lands in a location approved and owned by the County, as more specifically detailed on the map attached hereto as Exhibit A.
 - ii. Limit the disturbance resulting from the construction of the Project to the "limits of disturbance" as shown in Exhibit A.
 - iii. Seek all required permits from the County.
 - iv. Be provided access to the trail, including that of its subcontractors, for purposes of undertaking the construction activities necessary to carry out the Project.

B. The Municipality shall perform or cause to be performed, directly or through a third party contract, the following in connection with the Project:

- i. Engineering services sufficient to design and inspect all phases of the Project;
- ii. Design and construction of the Project in accordance with all applicable local, state and federal laws, regulations and standards;
- iii. Provide sufficient documentation to establish valuation of the Project by the County; and
- iv. Procurement of all materials and equipment necessary for the successful completion of the Project and in compliance with all applicable local, state and federal laws.
- v. All record drawings of completed work and shop drawings.

3. The County shall:

- i. Review plans and specifications prior to commencement of construction of the Project.
- ii. Be granted access to the Project for purposes of certifying that the improvements are being built in conformance with the plans and specifications.
- iii. Cooperate with the Municipality in obtaining required permits.
- iv. Possess the authority to review and approve all construction upon completion of the project.

4. Except as expressly set forth herein, the County shall possess and exercise no supervision or operational control over construction of the project.

5. The term for the construction of the Project shall be from September 1, 2014 through December 31, 2015.

6. Upon completion of the Project the County shall take possession of the improvements. Upon acceptance of the Project, the County shall possess all right, title and interest to the improvements made by the Municipality to the County-owned portion of the Highland Crossing Trail.

7. The County shall maintain the County-owned portion of said trail improvements made within Highland Park.

8. The documents incorporated in this Agreement are:

- i. Exhibit A – Highland Crossing Trail Plans/Map
- ii. Exhibit B – City/County Agreement

ii. Appendix A-Standard Clauses for County Contracts

9. This Agreement shall be effective upon execution by both Parties.

10. All required notices under this Agreement, except as otherwise provided herein, shall be directed as follows:

To the COUNTY:

County Executive
110 County Office Building
39 West Main Street
Rochester, New York 14614

and

Department of Parks Director
171 Reservoir Avenue
Rochester, New York 14620

To the MUNICIPALITY:

Town Supervisor
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

and

Town Engineer
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

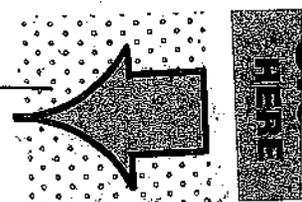
IN WITNESS WHEREOF, the parties have executed this Agreement.

MONROE COUNTY

By _____
Maggie Brooks
County Executive

TOWN OF BRIGHTON

By _____
William W. Moehle
Supervisor



State of New York)
County of Monroe) ss:

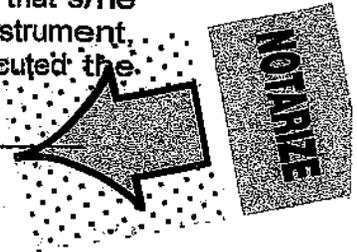
On the ____ day of _____ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Monroe) ss:

On the ____ day of _____ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared William W. Moehle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned 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 (3) 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 (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION**

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

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: _____

[Print Name of Contractor]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

APPENDIX A

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licenser, licensee, lessor, lessee or any other party):

Section 1. 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.

Section 2. 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 Worker's Compensation and Disability Insurance, if required by law; professional liability and 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 and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County 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 insurance shall provide for and name Monroe County as an additional insured. 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.

If any required insurance coverage contain aggregate limits or apply 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.

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, 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, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. 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, Worker's 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, Worker's 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.

Section 5. 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.

Section 6. 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.

Section 7. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
402 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

Section 8. RIGHT TO INSPECT

Designated representatives of the County 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.

Section 9. 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, New York 14620
Fax: (585) 753-6096
Telephone: (585) 753-1245

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.

Section 10. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is 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.

Section 12. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of

the Confidential Information.

1. Scope of Use

- a. Contractor shall not, without prior authorization from the County acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

2. Nature of Obligation

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

Section 13. 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, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

Section 14. LAW

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. 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.

Section 15. 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.

Section 16. 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.

Section 17. TITLE TO WORK

a. 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. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. 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.

Section 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

Section 19. STATE FINANCE LAW PROVISIONS

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

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

b. 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.

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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated December 15, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the Supervisor to execute an agreement with Brighton Volunteer Ambulance, Inc. to provide emergency medical services within the Town for 2015, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Brighton Volunteer Ambulance, Inc. to provide emergency medical services within the Town for 2015, subject to the review and approval of said agreement by the Attorney to the Town.

Dated: December 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 *SZ*
Date: December 15, 2014
Subject: Brighton Volunteer Ambulance
2015 Contract Renewal

I recommend that Your Honorable Body authorize the Supervisor to execute a renewal agreement for 2015 with Brighton Volunteer Ambulance, Inc. in the amount of \$306,000 as approved and adopted in the 2015 Town Budget. This represents an increase of \$28,000 from the 2014 contract to support an increase in the amount of out-of-pocket costs that would otherwise be the responsibility of Brighton residents who utilize ambulance services. Also note that the Town will retain \$30,000 to be applied towards fuel usage by BVA in 2015. Per the contract an updated certificate of insurance will be on file.

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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated December 15, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the Supervisor to execute agreements with Municipal Solutions, Inc. to provide professional fiscal services in connection with the issuance of bond anticipation notes, long term borrowing and related fiscal advice and services, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute agreements with Municipal Solutions, Inc. to provide professional fiscal services in connection with the issuance of bond anticipation notes, long term borrowing and related fiscal advice and services, subject to the review and approval of said agreements by the Attorney to the Town.

Dated: December 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) 784-5398

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *mf*
Date: December 15, 2014
Subject: Professional Service Agreements with Municipal Solutions, Inc.

I request that Your Honorable Body authorize the Supervisor to execute agreements with Municipal Solutions, Inc. for professional fiscal services in connection with issuing bond anticipation notes, long-term bonds, reporting of disclosure information, and general fiscal advising. The Town has utilized the services of Municipal Solutions, Inc. for a number of years and has been very pleased with their services.

Fees for each service are outlined in the attached agreements and may vary depending on the amount and type of borrowing. There are no changes in the fees for borrowing from the previous agreement.

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.

Attachments

**Municipal
Solutions, Inc.**
Municipal Financial Advisors

William W. Moehle, Supervisor
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

October 2, 2014

Dear Supervisor Moehle:

When the Town of Brighton issued certain bonds and notes with an Official Statement, it agreed to disclose information on a periodic and continuing basis to the investing public for the life of the issue, pursuant to the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12, as amended (the "Rule"). This information is described in the Disclosure Undertaking section of the issue's Official Statement.

Municipal Solutions, Inc. is submitting this proposal to the Town of Brighton to assist with Continuing Disclosure filings and regulations pursuant to the Rule, which supersedes any prior Disclosure filing agreements currently in place. This information must be disclosed through filings on the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system, the Nationally Recognized Municipal Securities Information Repository (NRMSIR), in the following manners:

- **Limited Disclosure** - Annual Financial Statement filings are required for original Serial Bond issues over \$1,000,000 sold with an Official Statement.
- **Material Event Notice** - Filings are required anytime a material event occurs for any Bond Anticipation Note or Serial Bond issue sold with an Official Statement, whether over or under \$1,000,000. A listing of such Material Events can be found in each issue's Official Statement. These filings **MUST** occur with ten (10) days of such event per the Rule.
- **Full Disclosure** - Statements of Annual Financial Information and Operating Data are required to be prepared and filed for original bond issues over \$1,000,000 prepared with an Official Statement, if at the time of issuance, the Town had \$10,000,000 or more of outstanding debt.

If a municipality fails to complete the required filings on the MSRB EMMA website, it is very unlikely that underwriters will bid on any future borrowings due to potential fines by the Securities Exchange Commission.

*Municipal Solutions, Inc. is a Member of the National Association of Independent Public Financial Advisors
and a New York State Certified Women-Owned Business Enterprise*

83 Myrtle Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-768-2133
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

The following filings can be completed by Municipal Solutions, Inc. as needed. Please review and indicate your preferences as to whether or not you wish Municipal Solutions, Inc. to post the required filings to EMMA on your behalf.

I. Transmission and electronic filing in a word searchable pdf format of the Town's Limited Disclosure of Annual Financial Statements to EMMA.

The Town will provide full and complete copies of the annual update documents and/or audited annual financial statements to Municipal Solutions, Inc. within six (6) months of the subsequent fiscal year. If audited financial statements are prepared, but not available within the six (6) month period, the Town agrees to provide a copy of the annual update document to be filed within the six (6) month period, and to provide a copy of the audit within sixty days from the date of its receipt, but in no event, not later than the end of its next fiscal year.

The filing fee is \$125.

Yes, please file Annual Financial Statements on EMMA on our behalf.

No, we will file our own Annual Financial Statements on EMMA.

II. Preparation and filing of Material Event Notices on the MSRB EMMA website, including bond insurer downgrades, will be filed within 10 days of each event per the Rule.

The Town will notify Municipal Solutions, Inc. immediately upon the occurrence or immediately upon the Town's knowledge of an occurrence of each Event or noncompliance with the Rule, and will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

The Town shall review and provide approval of the content and form of all material event notices, with the exception of the following: bond or note calls, defeasances, rating changes and other required material event notices required to meet timely notice requirements. These exceptions will be filed automatically on the Town's behalf, unless the Town has notified Municipal Solutions, Inc. otherwise in writing.

The filing fee is \$125.

Yes, please prepare and file Material Event Notices on EMMA on our behalf.

No, we will file our own Material Event Notice on EMMA.

III. Preparation and filing of Statements of Annual Financial Information and Operating Data for those Towns subject to Full Disclosure. The statements will be prepared and filed on EMMA within six (6) months of the end of the fiscal year per the Rule.

In addition to the filings of the Annual Financial Statements included in Section I. above, the Town agrees to provide to Municipal Solutions, Inc. all information required for preparation of each Statement of Annual Financial Information and Operating Data no later than 30 days prior to the due date of each statement.

October 2, 2014

The Town shall have the sole responsibility for determining the disclosure to be made in all cases. The Town shall review and provide approval of the content and form of all the information contained within the Statement of Annual Financial Information and Operating Data.

A Full Disclosure filing IS NOT required by the Town of Brighton at this time.

[N/A] Yes, please prepare and file Statements of Annual Financial Information and Operating Data on EMMA on our behalf.

[N/A] No, we will file our own Statements of Annual Financial Information and Operating Data on EMMA.

The Town agrees to hold harmless and to indemnify Municipal Solutions, Inc. and its employees from any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney's fees and expenses) which Municipal Solutions, Inc. may incur by reason of, or in connection with, disclosure information and the distribution of such information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs and expenses results directly from Municipal Solutions, Inc.'s willful misconduct or gross negligence in the distribution of such information.

This contract shall become effective as the date of acceptance and remain in effect thereafter for a period of two (2) years from the date of issuance. This contract may be terminated with or without cause by the Town or Municipal Solutions, Inc. upon written notice to the other party. This contract is submitted in duplicate originals. Upon acceptance, please sign both copies and return one original to Municipal Solutions, Inc., 2528 State Route 21, Canandaigua, New York 14424.

Municipal Solutions, Inc. is registered as a recognized municipal advisor with the Securities and Exchange Commission and the Municipal Securities Rule Making Board as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act). A copy of the MSRB Certificate of Current MSRB registration is enclosed for your records.

Municipal Solutions, Inc. is a certified Women Business Enterprise through the New York State Department of Economic Development.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down, and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

We look forward to our continued working relationship with the Town of Brighton.

Sincerely,


Jeffrey R. Smith, President
CIPFA

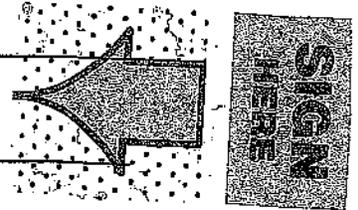
JRS/res

**Town of Brighton, New York
Hereby Accepts the Terms and Conditions of the
Contract for Services for MSRB Continuing Disclosure Updates and EMMA Filings
with Municipal Solutions, Inc.
Dated October 2, 2014**

Signature:

Name/Title:

Date:



**Municipal
Solutions, Inc.**
Municipal Financial Advisors

William Moehle, Supervisor
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

December 15, 2014

Dear Supervisor Moehle:

Municipal Solutions, Inc. is pleased to submit this updated contract for the Town of Brighton's general financial services for your consideration and approval.

This proposal is divided into the following parts:

- I. Bond Anticipation Note Borrowings
- II. Long-Term Serial Bond Borrowing
- III. General Financial Services

I. Bond Anticipation Note Borrowings

The following items will be completed under this portion of the contract, if appropriate:

- 1) Plan a cash flow for the borrowing in compliance with the regulations contained in the Tax Reform Act of 1986.
- 2) After cash flow completion, advise on the amount of the issue, timing of the sale and plan the optimum maturity date for the annual payment of the notes.
- 3) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 4) Apply for municipal note insurance.
- 5) Prepare a Notice of Sale to be used in the advertisement of the sale and, if over \$1,000,000, prepare an Official Statement.
- 6) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.

*Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors
and a New York State Certified Women-Owned Business Enterprise*

83 Myrtle Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-768-2133
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

- 7) Conduct the BAN sale and make recommendation on the award of the lowest net interest cost bid.
- 8) Post sale results to Municipal Solutions' website.
- 9) Coordinate the preparation of BAN documents and the closing of the issue with bond counsel/Town attorney and the successful bidder.
- 10) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 11) Coordinate necessary arrangements for the note closing with the purchaser of the notes.
- 12) Attend the closing.

The charge for a note borrowing /renewal that is under \$499,000 and does not include the preparation of an Official Statement will be \$1,250 plus expenses.

The charge for a note borrowing / renewal that is between \$500,000 - \$999,000 and does not include the preparation of an Official Statement will be \$1,900 plus expenses.

The charge for a note borrowing / renewal under \$10,000,000 which includes the preparation of an Official Statement will be \$4,500 plus expenses and printing fees.

II. Long-term Serial Bond Borrowing

The following items will be completed under this portion of the contract, if appropriate:

- 1) Advise on the timing and amount of the bond issue.
- 2) Prepare various maturity schedules so that Town officials may select the appropriate one for repayment of the borrowed funds.
- 3) Plan the optimum maturity date for the annual payment of the bonds.
- 4) Coordinate Board adoption of the bond resolution and other legal documents that may be required.
- 5) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 6) Prepare an Official Statement and Notice of Sale to be used in the advertisement of the issue in compliance with the official compilation of codes, rules and regulations of the NYS Comptroller and the NYS Local Finance Law, and coordinate with bond counsel.
- 7) Complete the required debt statement and file with the State Comptroller.
- 8) Apply for a credit rating.

- 9) Apply for municipal bond insurance.
- 10) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.
- 11) Arrange for the location and time of the sale. This would include qualifying the issue to receive bids electronically using the IPREO electronic bidding platform, conducting the sale and making a recommendation on acceptance of the bids.
- 12) Post sale results to Municipal Solutions' website.
- 13) Coordinate the use of book-entry bonds.
- 14) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 15) Arrange for the printing and delivery of the bonds.
- 16) Coordinate closing arrangements with the purchaser of the bonds and other appropriate officials.

The charge for a bond that is under \$499,999 and does not include the preparation of an Official Statement will be \$1,900 plus expenses.

The charge for a bond that is between \$500,000 and \$999,999 and does not include the preparation of an Official Statement will be \$3,500 plus expenses. If a Statement of Selected Financial and Operating Information is required, the fee will \$4,500.

The charge for a bond that is under \$10,000,000 and includes the preparation of an Official Statement will be \$8,500 plus expenses and printing fees.

III. General Financial Services

General financial services that we provide that are not included in this contract and can be made available to the Town upon request include:

- 1) Attend construction or other meetings, prepare reports on financial matters of the Town, assist with project and pre-referendum planning, long range and other planning issues, as required.
- 2) Assist the Town in the preparation of financial information that may be used for public discussion or presentation to the bond rating agencies.
- 3) Assist in the development of an operating budget, cash flow and operating expenses and offsetting revenue forecasts.
- 4) Prepare various maturity schedules for Town officials to determine repayment of anticipated borrowed funds.

- 5) Provide bookkeeping services in accordance with New York State Uniform System of Accounts for the project and monthly Balance Sheets, Revenue Detail and Expenses Detail reports to the Town.
- 6) Coordinate the completion of a single audit with a qualified auditor as required by Federal agencies.
- 7) Complete applications to exclude sewer, electric, or other debt from Town's Constitutional debt limit.
- 8) Provide other financial consulting services as may be requested by the Town.

The above services will be billed at \$110 per hour plus reimbursable expenses.

All billings will include expenses which are defined as copies, postage, mileage, travel, telephone conference call charges and, if applicable, Official Statement printing and website fees, as well as any other incidental costs in connection with the project. Mileage will be charged at the prevailing IRS rate.

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the rate of \$110 per hour plus expenses. Invoices will be submitted periodically.

A separate contract for Continuing Disclosure Updates per the Securities Exchange Commission (SEC) regulations dated October 2, 2014 was previously submitted to the Town for approval. We request that it be completed with either an acceptance or denial, signed by Supervisor Mochle, and returned by the last week of December. We must have a response on file per SEC regulations.

Municipal Solutions, Inc. is a certified Women Business Enterprise through the New York State Department of Economic Development.

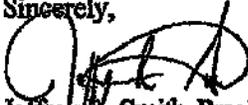
Municipal Solutions, Inc. is registered as a recognized municipal advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rule Making Board (MSRB) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act). A copy of the MSRB Certificate of Current MSRB registration is enclosed for your records.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

The rate of this contract is subject to review every year by both parties. This contract shall be effective for a period of one (1) year from the date of issuance. Upon acceptance of this proposal, please execute both copies and return one to our Canandaigua office located at 2528 State Route 21, Canandaigua, New York 14424 at your earliest convenience. The terms set forth above are subject to change if a signed contract is not received within 45 days.

We look forward to our continued working relationship with the Town.

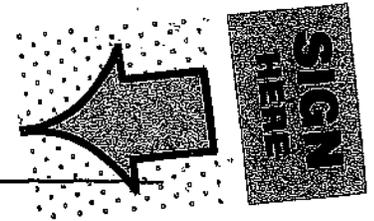
Sincerely,



Jeffrey R. Smith, President
CIPFA

JRS/caa

**Town of Brighton, New York
Contract Dated December 15, 2014
Accepted by:**



Signature:

Name/Title:

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 22nd day of December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated December 15, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the acceptance of a donation of \$20,000.00 from Brighton Rotary Service Foundation for the construction of a pavilion at Buckland Park, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the acceptance of a donation of \$20,000.00 from Brighton Rotary Service Foundation for the construction of a pavilion at Buckland Park and further authorizes the appropriation of such funds into the accounts as designated in the above referenced memorandum.

Dated: December 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) 784-5388

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *sz*
Date: December 15, 2014
Subject: Accept Donation and Appropriate Funds

I request that Your Honorable Body accept a donation of \$20,000 from the Brighton Rotary Service Foundation, which is inclusive of a \$10,000 donation made to the Brighton Rotary Service foundation by Dr. Mahendra Nanavati, for the construction of a pavilion next to the playground at Buckland Park. I am also requesting that these funds be appropriated into the 2014 Buckland Park budget by increasing anticipated revenues by \$20,000 in gifts and donations (A.DPW.7115 2705) and increasing expenditures for facility improvements (A.DPW.7115 2.60) by \$20,000.

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 December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated December 16, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the Supervisor to execute an agreement with New York State Teamsters Council Health and Hospital Funds to provide health insurance coverage for town employees covered under the Teamsters Local #118 Collective Bargaining Agreement with the Town for the period January 1, 2015 through December 31, 2019, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with New York State Teamsters Council Health and Hospital Funds to provide health insurance coverage for town employees covered under the Teamsters Local #118 Collective Bargaining Agreement with the Town for the period January 1, 2015 through December 31, 2019, subject to the review and approval of said agreement by the Attorney to the Town.

Dated: December 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 *JS*
Date: December 16, 2014
Subject: Participation Agreement with NYS Teamsters Council Health and
Hospital Fund

I am requesting that Your Honorable Body authorize the Supervisor to execute an agreement between the Town and the New York State Teamsters Council Health and Hospital Fund to provide health insurance coverage for Town employees covered under the Teamsters Union per the terms and conditions of the bargaining agreement between the Town and the Union for the period of January 1, 2015 through December 31, 2019.

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

THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

MONTHLY PARTICIPATION AGREEMENT

1. (a) This Monthly Participation Agreement (hereinafter "Participation Agreement"), executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. ~~No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.~~ or in the collective bargaining agreement between union and employer.

(c) The Employer agrees to contribute as follows:

Covered Group of Employees (Define) TOWN OF BRIGHTON

<i>Rates of Contribution:</i>		<i>Monthly</i>	CONTRACT TYPE:	
Effective	1/1/2015	\$SEE SCHED	<input type="checkbox"/>	FREIGHT - Area
Effective	1/1/2016	\$SEE SCHED	<input type="checkbox"/>	CONSTRUCTION
Effective	1/1/2017	\$SEE SCHED	<input checked="" type="checkbox"/>	MUNICIPAL
Effective	1/1/2018	TBD	<input type="checkbox"/>	OTHER
Effective	1/1/2019	TBD		
Effective				
Effective				

Covered Employees: Bargaining Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Select one in each category below:

- (i) Rates: Component Rates - with Addendum/Selection Form Composite Rate - see above
- (ii) Benefits: Highest Option - All benefits Alternate Benefit Plans - Per attached selection form

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the twenty-fifth (25th) day of the month preceding the month in which benefits are to be provided, except when otherwise agreed by the Fund.

Benefits shall be effective the first day of the month for which contributions are required to be made for employees covered under this Participation Agreement. Benefits shall terminate on the last day of the month in which contributions are required and paid.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein. see attachment

~~3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies. see attachment~~

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of any State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

~~6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year. see attached - covered by collective bargaining agreement~~

7. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

~~8. When an employee who is absent because of a non-occupational or occupational illness, injury or disease, or leave of absence, has notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of 120 month(s). see attachment - covered by collective bargaining agreement~~

9. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable

tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

10. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 1/1/2015 and expire on 12/31/2019. This Participation Agreement shall continue in full force and effect for the same term as the collective bargaining agreement. Upon expiration, unless a new Participation Agreement is signed and submitted to the Fund, the terms and conditions of this Participation Agreement shall continue in effect. In that event, the employer shall pay the contribution rate in effect on January 1st of each calendar year. If the Employer fails to comply with the above requirements, the Fund may terminate the Employer's participation and take legal action against the Employer for all amounts due the Fund.

Effective date of collective bargaining agreement: JANUARY 1, 2015
Expiration date of collective bargaining agreement: DECEMBER 31, 2019

11. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

12. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 118

EMPLOYER: TOWN OF BRIGHTON

ADDRESS: 130 METRO PARK
ROCHESTER, NY 14623

ADDRESS: 2300 ELMWOOD AVE
ROCHESTER, NY 14618

SIGNATURE: *Michael Maynard*

SIGNATURE: _____

PRINT NAME: MICHAEL MAYNARD

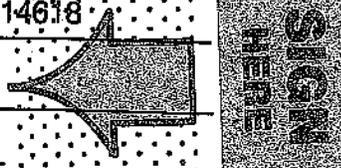
PRINT NAME: WILLIAM MOEHL

PRINT TITLE: VICE PRES/BUSINESS AGENT

PRINT TITLE: SUPERVISOR

DATE: 11 Dec 2014

DATE: _____



NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NY 13221-4928

SIGNATURE: _____
EXECUTIVE ADMINISTRATOR

DATE: _____

REV. 3/2009

Rate Amendment to the Existing Participation Agreement

ADDENDUM TO SECTION 1.(C)

Effective	Single	2 Person	Family
	Monthly	Monthly	Monthly
1/1/2015	617.24	1233.18	1695.33
1/1/2016	641.94	1282.53	1763.15
1/1/2017	674.05	1346.63	1851.33
1/1/2018	TBD	TBD	TBD
1/1/2019	TBD	TBD	TBD

After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

Name of Company: TOWN OF BRIGHTON

Address: 2300 ELMWOOD AVE

City: ROCHESTER State: NY Zip Code: 14618

Signature: _____

Title: SUPERVISOR Date Signed: _____

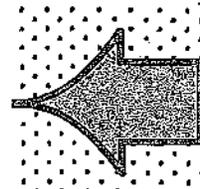
Teamsters Local # 118

Signature: *[Handwritten Signature]*

Title: VICE PRES/BUSINESS AGENT Date Signed: 12/11/14

Approved for the Board of Trustees by: _____
Executive Administrator

Date Signed _____



SIGN HERE

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

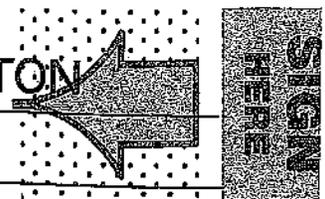
For period beginning 1/1/2015

Benefit Type	Benefit Description or Option Selected	Monthly Rate		
		Single	2-Person	Family
Medical and RX Plan – Required	SELECT	605.45	1211.90	1665.86
Dental – Optional	NO			
Vision – Optional	YES	11.79	21.28	29.47
Disability – Optional	NO			
Death/AD&D – Optional	NO			
Legal - Optional	NO			
HRA Contribution	NO			
Total Monthly Rate		617.24	1233.18	1695.33

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 118

Employer Name:
TOWN OF BRIGHTON



Signature _____

Signature _____

Title VICE PRES/BUSINESS AGENT Date _____

Title SUPERVISOR Date _____

Approved by: _____, Executive Administrator Date _____

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

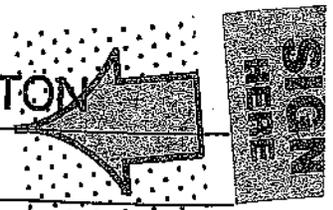
For period beginning 1/1/2016

Benefit Type	Benefit Description or Option Selected	Monthly Rate		
		Single	2-Person	Family
Medical and RX Plan - Required	SELECT	629.68	1260.39	1732.51
Dental - Optional	NO			
Vision - Optional	YES	12.26	22.14	30.64
Disability - Optional	NO			
Death/AD&D - Optional	NO			
Legal - Optional	NO			
HRA Contribution	NO			
Total Monthly Rate		641.94	1282.53	1763.15

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 118

Employer Name:
TOWN OF BRIGHTON



Signature _____

Signature _____

Title VICE PRES/BUSINESS AGENT Date _____

Title SUPERVISOR Date _____

Approved by: _____, Executive Administrator Date _____

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

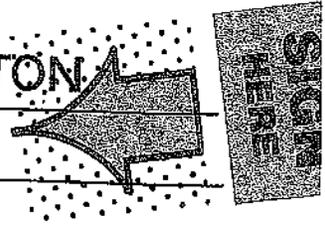
For period beginning 1/1/2017

Benefit Type	Benefit Description or Option Selected	Monthly Rate		
		Single	2-Person	Family
Medical and RX Plan - Required	SELECT	661.18	1323.40	1819.13
Dental - Optional	NO			
Vision - Optional	YES	12.87	23.23	32.20
Disability - Optional	NO			
Death/AD&D - Optional	NO			
Legal - Optional	NO			
HRA Contribution	NO			
Total Monthly Rate		674.05	1346.63	1851.33

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 118

Employer Name:
TOWN OF BRIGHTON



Signature _____

Signature _____

Title VICE PRES/BUSINESS AGENT Date _____

Title SUPERVISOR Date _____

Approved by: _____, Executive Administrator Date _____

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2018

Benefit Type	Benefit Description or Option Selected	Monthly Rate		
		Single	2-Person	Family
Medical and RX Plan -- Required	SELECT	TBD	TBD	TBD
Dental -- Optional	NO			
Vision -- Optional	YES	TBD	TBD	TBD
Disability -- Optional	NO			
Death/AD&D -- Optional	NO			
Legal - Optional	NO			
HRA Contribution	NO			
<i>Total Monthly Rate</i>				

By signature below the parties signify their agreement to the Benefit Options selected.

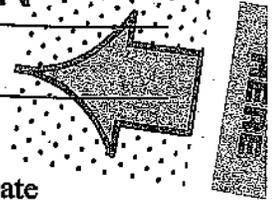
Local Union No. 118

Employer Name:
TOWN OF BRIGHTON

Signature _____
Title VICE PRES/BUSINESS AGENT _____ Date _____

Signature _____
Title **SUPERVISOR** _____ Date _____

Approved by: _____, Executive Administrator Date _____



**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

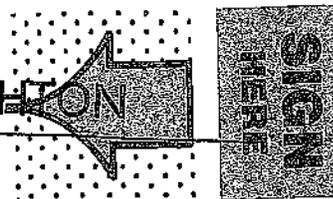
For period beginning 1/1/2019

Benefit Type	Benefit Description or Option Selected	Monthly Rate		
		Single	2-Person	Family
Medical and RX Plan -- Required	SELECT	TBD	TBD	TBD
Dental -- Optional	NO			
Vision -- Optional	YES	TBD	TBD	TBD
Disability -- Optional	NO			
Death/AD&D -- Optional	NO			
Legal - Optional	NO			
HRA Contribution	NO			
<i>Total Monthly Rate</i>				

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 118

Employer Name:
TOWN OF BRIGHTON



Signature _____

Signature _____

Title VICE PRES/BUSINESS AGENT _____ Date _____

Title **SUPERVISOR** _____ Date _____

Approved by: _____, Executive Administrator Date _____

**ADDENDUM TO THE STIPULATION AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 118
And
THE TOWN OF BRIGHTON**

Paragraph 1(b) addendum: "The Collective Bargaining Agreement covers any and all changes to the Health Care."

Paragraph 2 addendum: "Notwithstanding anything to the contrary in numbered paragraph 2, the Employer will not have any liability (such as liability for employee benefit claims, damages, reimbursement of attorneys' fees, auditors' fees, court costs, disbursements, expenses, liquidated damages, etc.) with respect to late payments other than covering premium payments for the period of delinquency unless and until the Fund gives the Town written notice of such delinquency and the Town fails to remedy the delinquency within ten calendar days."

Paragraph 3: Delete current language and replace with the following: "The Fund may, at any time upon reasonable notice, audit the civil service records of employees who are part of the bargaining unit."

Paragraph 6: Delete and indicate "Covered by collective bargaining agreement."

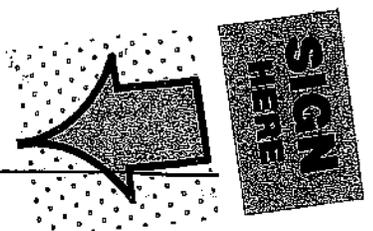
Paragraph 8: Delete and indicate "Covered by collective bargaining agreement."

Teamsters Local Union No. 118

Town of Brighton

Michael J. Maynard
Vice President/Business Agent

William W. Moehle
Supervisor



Date

Date