

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
October 14, 2015

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

Daniel Aman, Town Clerk
Kenneth Gordon, Attorney for the Town
Mark Henderson, Chief of Police
Tim Keef, Commissioner of Public Works
Suzanne Zaso, Director of Finance

MEETING CALLED TO ORDER AT 7:00 PM

RECOGNITION & PRESENTATIONS:

2015 National Friends of Libraries Week October 18 – 24th – Proclamation

- Harriet Seigel, President-Friends of Brighton Memorial Library
- Cindy Stuart, Committee Chair of the 2015 Friends of Brighton Memorial Library Week
- Jennifer Ries-Taggart, Brighton Memorial Library Executive Director

Brighton Police Department Explorers Proclamation

President's Volunteer Service Award - Bronze Medal Winners

OPEN FORUM:

Deborah Hall – 122 Chadbourne Rd

APPROVAL OF AGENDA:

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

September 9, 2015 Town Board Meeting

Motion by Councilmember Jason DiPonzio seconded by Councilmember Christopher Werner to approve and file the aforementioned minutes

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS:

MATTER RE:

First of two Public Hearings to consider the proposed 2016 Preliminary Operating and Capital Improvement Budgets.

(Complete transcript available upon request)

MATTER RE:

First of two Public Hearings to consider the proposed 2016 assessment rolls for service charges, maintenance charges, capital improvements and sewer rent charges for special improvement districts.

(Complete transcript available upon request)

BIDS:

MATTER: Approval to solicit for proposals to provide professional services to update and prepare Cultural Resources Surveys for purposes of landmark designations (*see Resolution #1 and letter dated September 24, 2015 from Ramsey Boehner, Town Planner*).

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. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to solicit for proposals to provide roof replacement/construction services to the office/break room areas within the Operation Center at the Town Hall (*see Resolution #2 and letter dated September 30, 2015 from Michael Guyon, P.E. Town Engineer*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM: Allen M. Worob dated September 23, 2015 expressing gratitude for the street repairs made by the Town Highway Department to parts of Penarrow Drive.

Receive and File Communications

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to receive and file the aforementioned communications

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services – No report

Finance and Administrative Services – Met on 10/6/15 next meeting 10/20/15 at 3:30 PM in the Stage Conference Room at Town Hall.

Public Safety Services – Last met 10/13/15; next meeting 11/10/15 at 8:00 AM in the Downstairs Meeting Room at Town Hall.

Public Works Services – Last met 10/6/15; next meeting 11/3/15 at 9:00 AM in the Downstairs Meeting Room at Town Hall.

OLD BUSINESS:**NEW BUSINESS:**

MATTER RE: Reading and approval of claims

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Supervisor read and approve for payment the claims as set forth in Exhibit No. 3 attached

MATTER RE: Authorize Supervisor to execute addendum to the agreement with Midland Appraisal Associates to expand current services to include court ready documents/materials for properties at 717 and 797 East Henrietta Rd (*see Resolution #3 and letter dated September 22, 2015 from Elaine Ainsworth, Town Assessor*).

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. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to transfer \$1,600 from the Buckland Park- Landscaping Services acct. to the Public Works-Other Contracted Services account to support additional costs incurred for unanticipated property maintenance matters (*see Resolution #4 and letter dated September 23, 2015 from Amy Banker, Town Highway Dept. Accountant*)

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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to appoint Joshua Marvald to a 2-year term as a student member of the Parks and Recreation Community Services Advisory Board effective immediately through September 30, 2017 (*see Resolution #5 and letter dated September 24, 2015 from Rebecca Cotter, Recreation Director*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to amend agreement with Chatfield Engineers, P.C. to include construction observation services for the Brewerton Neighborhood, to be fully reimbursed to Town by Developer of the Reserve Subdivision. (*see Resolution #6 and letter dated September 24, 2015 from Michael Guyon, P.E. Town Engineer*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept \$500 from Lifespan of Greater Rochester to support elder abuse training attended by various Brighton Police Officers (*see Resolution #7 and letter dated September 28, 2015 from Police Chief Mark Henderson*).

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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to make application to a 2015-2016 Justice Court Assistance Program (JCAP) Grant to support the purchase, installation and associated training for (3) court surveillance cameras (*see Resolution #8 and letter dated October 1, 2015 from Dianne Burdett, Administrative Court Clerk*).

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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to promote a particular employee to the position of skilled Laborer at the Highway Department effective October 19, 2015 to support recent vacancy created due to retirement (*see Resolution #9 and letter dated October 2, 2015 from Timothy E. Keef, P.E., Commissioner of Public Works*)

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to promote a particular employee to the position of Sr. Motor Equipment Operator at the Highway Department effective October 19, 2015 to support recent vacancy created due to retirement (*see Resolution #10 and letter dated October 2, 2015 from Timothy E. Keef, P.E., Commissioner of Public Works*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement extension with the Jewish Community Center to support additional usage of the Brighton High School pool through October 31, 2015 with option to further extend through December 31, 2015 (*see Resolution #11 and letter dated October 1, 2015 from Rebecca Cotter, Recreation Director*).

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. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept donations totaling \$1,040 from various local businesses to support the 2015 FunFit 5K Race (*see Resolution #12 and letter dated October 1, 2015 from Rebecca Cotter, Recreation Director*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute amended agreement with the City of Rochester concerning all easements associated with the Highland Park/Canalway Trail (*see Resolution #13 and letter dated September 30, 2015 from Michael Guyon, P.E. Town Engineer*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute County of Monroe Community Development Block Grants renewal agreements for 2015 sidewalk projects on Crittenden Road (see *Resolution #14 and letter dated October 5, 2015 from Chad Roscoe, Jr. Engineer*).

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. 15 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal agreement with Penflex, Inc. for third-party administrative services for the West Brighton Fire Protection District's Service Awards Program (see *Resolution #15 and letter dated October 6, 2015 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. 16 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize budget appropriations into the Trail Development/Parks capital project budget to support funding of the Brickyard Trail project (see *Resolution #16 and letter dated October 6, 2015 from Suzanne Zaso, Director of Finance*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to award bid to DiFlore Construction for construction services of the Brickyard Trail (see *Resolution #17 and letter dated October 6, 2015 from Michael Guyon, P.E. Town Engineer*).

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. 18 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to amend Authorized Table of Organization for the Police Department to reflect (one) Office Clerk II position and (two) Office Clerk I positions with authorization to promote a particular employee to the newly added Clerk I position (see *Resolution #18 and letter dated October 6, 2015 from Police Chief Mark Henderson*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal agreement with Monroe County Energy Aggregation Group for the purchase of electricity and natural gas by the Town (see *Resolution #19 and letter dated October 9, 2015 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. 20 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTERS OF THE ATTORNEY TO THE TOWN:

MATTERS OF THE TOWN CLERK:

MATTERS OF THE BOARD:

MOTION TO GO INTO EXECUTIVE SESSION AT 9:24 PM:

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to go into executive session to discuss employment of a particular person.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MOTION TO EXIT EXECUTIVE SESSION AT 9:43 PM:

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel to come out of executive session at 9:43 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

ADJOURNED AT 9:44 PM:

Motion by Councilmember Jason DiPonzio seconded by Councilmember Christopher Werner to adjourn at 9:44 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

CERTIFICATION:

I, Daniel Aman, 131 Elmore Road, Rochester, NY do hereby certify that the foregoing is a true and accurate record of the proceeding of the Town of Brighton, County of Monroe, State of New York meeting held on the 14th day of October 2015 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 24, 2015 from Town Planner Ramsey Boehner regarding a request to authorize the solicitation of proposals for professional services to update and prepare Cultural Resources Surveys for use by the Historic Preservation Commission in the process of designations of landmarks, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Town Planner to solicit proposals for professional services to update and prepare Cultural Resources Surveys.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

September 24, 2015

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

Re: Cultural Resources Surveys Professional Services

Honorable Members

The Historic Preservation Commission is responsible for the designation of landmarks. Cultural Resources Surveys provide important information to the Commission in determining if properties are worthy of landmark designation. Therefore, I am requesting authorization to prepare and distribute a request for proposals seeking profession services to update and prepare Cultural Resources Surveys.

Funds for the services are available in A.HIST.7515. No action as to awarding a contract will be considered with out returning to this committee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,

Ramsey A. Boehner
Town Planner

cc: S. Zaso
T. Keef
M. Hussar



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 30, 2015 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the solicitation of bids for construction services necessary to replace the portion of the operation center building roof above the offices and break room, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Town Engineer to solicit bids for construction services necessary to replace the portion of the operation center building roof above the offices and break room.

Dated: October 14, 2015

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

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

September 30, 2015

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

Re: Town of Brighton Operation Center
Office/Break Room Roof Replacement
Construction Bid

Dear Councilperson Werner and Committee Members:

The Town Board at their regularly scheduled August 12, 2015 meeting authorized SWBR to prepare construction documents and provide construction administration services for the replacement of the roof above the offices and break room of the operation center building. We anticipate that construction documents will be complete the week of October 19th and we would like to advertise the project for bid on October 29, 2015. Therefore, I am requesting that the FASC recommend that the Town Board authorize the Department of Public Works to solicit a request for bidders to provide those construction services necessary to replace the portion of the operation center building roof referenced above.

No action as to awarding a contract will be considered without returning to this committee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

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

Cc: Suzanne Zaso
Tim Anderson
Tim Keef
Chad Roscoe

EXHIBIT NO 3

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

October 14, 2015

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>273,055.60</u> |
| D - HIGHWAY | <u>66,975.42</u> |
| H - CAPITAL | <u>636,217.24</u> |
| L - LIBRARY | <u>43,222.63</u> |
| SA - AMBULANCE DIST | <u>19,261.25</u> |
| SF - FIRE DIST | <u>421.10</u> |
| SL - LIGHTING DIST | <u>21,415.71</u> |
| SR-REFUSE DISTRICT | <u>67,443.92</u> |
| SS - SEWER DIST | <u>31,937.16</u> |
| TA - AGENCY TRUST | <u>4,566.75</u> |
| TE - EXPENDABLE TRUST | <u>80.00</u> |
| TOTAL | \$ <u>1,164,596.78</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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that a memoranda dated September 22, 2015 from Town Assessor Elaine Ainsworth regarding a request to authorize the amendment of an appraisal contract with Midland Appraisal Associates for properties at 717 East Henrietta Road and 797 East Henrietta Road to upgrade said services to provide court ready appraisals for each property at a total additional cost not to exceed \$7,820.00, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an amendment of an appraisal contract with Midland Appraisal Associates for properties at 717 East Henrietta Road and 797 East Henrietta Road to upgrade said services to provide court ready appraisals for each property at a total additional cost not to exceed \$7,820.00.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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
ASSESSOR'S OFFICE
2300 Elmwood Avenue
Rochester, NY 14618
(585) 784-5216

September 22, 2015

To: Supervisor Moehle
Finance Committee

From: Elaine Ainsworth, Assessor

Re: Certiorari appraisals upgrades
Restricted to court ready
717 & 797 E. Henrietta Road

Elaine Ainsworth

In July I requested that you authorize restricted appraisals for the two above referenced certiorari cases. My request was granted; a PSA was issued and a PO generated.

I did solicit quotes from 5 appraisal firms and Midland Appraisal Associates did provide the best pricing for both the restricted and court ready work. That support is in the file.

Tom Fink, town certiorari attorney, has asked that we upgrade the PO to request court ready appraisals—he is pushing the petitioner hard in an effort to force resolution of the cases.

I do have funds available in 400 accounts—attached is the detail for your review and reference. The current Professional Services Agreement (PSA) is for the restricted appraisals only and needs to be amended to expand the scope of the work request to include the preparation of court ready documents. Please do note, it is possible that the case will be settled once Midland has preliminary numbers to share with Tom for his negotiations. In that instance, work on the completion of the court ready documents would be halted and the fee would be pro-rated.

TOWN OF BRIGHTON
ASSESSOR'S OFFICE
2300 Elmwood Avenue
Rochester, NY 14618
(585) 784-5216

Cost Detail for Expanded Appraisal Request

| | |
|---|---------|
| Additional cost of full Court Ready Reports: | \$7,820 |
| Funds available in Certiorari Appraisal Budget Line: | 4,500 |
| Funds available in Certiorari Attorney Budget Line: | 20,510* |

* At more than 2/3 of the way through the budget year, we have spent less than 45% of the funds allocated for Certiorari Attorney. Approval of the additional cost should not put us in danger of overspending 400 accounts.

TOWN OF BRIGHTON
ASSESSOR'S OFFICE
2300 Elmwood Avenue
Rochester, NY 14618
(585) 784-5216

Addendum
PSA between Town of Brighton and Midland Appraisal Associates
Appraisal Services
717 & 797 East Henrietta Road
July, 2015

Scope of services expanded to Court Ready Appraisals per the quote dated June 9, 2015,
at additional costs not to exceed \$7,820.

TOWN OF BRIGHTON

BY: _____
William Moehle, Supervisor

Midland Appraisal Associates, Inc.

By: _____
Jay Loson, Partner

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 23, 2015 from Highway Department Accountant Amy Banker regarding a request to authorize the transfer of \$1,600.00 from Buckland Park - Landscaping Services (A.DPW.7115 4.43) to Building/Planning Office - Other Contracted Services (A.DPW.8020 4.49) to cover the unanticipated cost of Property Maintenance lawn cutting as a result of cited violations of the Town Code, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the transfer of \$1,600.00 from Buckland Park - Landscaping Services (A.DPW.7115 4.43) to Building/Planning Office - Other Contracted Services (A.DPW.8020 4.49) to cover the unanticipated cost of Property Maintenance lawn cutting as a result of cited violations of the Town Code.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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
Department of Public Works Operations Center

1941 Elmwood Ave.
Rochester, NY 14620
Phone: (585) 784-5280
Fax: (585) 784-5385

September 23, 2015

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

Re: Transfer of Funds
Property Maintenance Efforts

Honorable Members:

I recommend that a transfer be approved from:

Public Works – Buckland Park – Landscaping Services (A.DPW.7115 4.43)
to:
Public Works – Building/Planning Office – Other contracted Services
(A.DPW.8020 4.49)

in the amount of \$1,600.00.

The funds are needed to cover the unanticipated costs of Property Maintenance Cuts (violations).

Sincerely,

Amy Banker
Accountant

cc: S. Zaso
T. Keef
M. Hussar
M. Beeman

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 24, 2015 from Recreation Director Rebecca J. Cotter regarding a request to authorize the appointment of Joshua Marvald as a student representative on the Parks and Recreation Community Services Advisory Board effective immediately for a term through September 30, 2017, be received and filed; and

BE IT RESOLVED, that the Town Board hereby appoints Joshua Marvald as a student representative on the Parks and Recreation Community Services Advisory Board effective immediately for a term through September 30, 2017.

Dated: October 14, 2015

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



TOWN OF BRIGHTON
RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

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

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

September 24, 2015

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

I respectfully request the appointment of Joshua Marvald, Brighton High School Junior, to be a student representative on the Parks and Recreation Community Services Advisory Board (PARCS). Joshua has completed the interview process and will be a great addition to this Board. He has experience with the Recreation Department and is excited to give back to the community.

This will be a 2 year appointment, expiring September 30th, 2017.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca J. Cotter
Recreation Director
Town of Brighton

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 24, 2015 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute an amended agreement with Chatfield Engineering to provide construction observation services for the Brewerton Neighborhood of the project known as the Reserve at rates for 2015 as set in its September 3, 2014 amended agreement and at the hourly rate of \$64.00 for any services provided in 2016, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an amended agreement with Chatfield Engineering to provide construction observation services for the Brewerton Neighborhood of the project known as the Reserve at rates for 2015 as set in its September 3, 2014 amended agreement and at the hourly rate of \$64.00 for any services provided in 2016.

Dated: October 14, 2015

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

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

September 24, 2015

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

Re: The Reserve Subdivision, Brewerton Neighborhood
Construction Observation Services

Dear Councilperson Werner and Committee Members:

Phases 1 and 2 of the Reserve Subdivision project are complete and the applicant is preparing to begin the final phase of construction known as the Brewerton Neighborhood. The Town of Brighton entered into contracts with Chatfield Engineering to provide construction observation services for the previous phases of the project. These contracts were funded by the applicant. There is \$16,711 remaining in these contracts. We have spoken to the applicant and they are agreeable to using these remaining funds to reimburse the cost of construction observation services for the Brewerton Neighborhood construction.

I am requesting authorization to amend the agreement between the Town of Brighton and Chatfield Engineers, P.C. to include the construction observation services for the Brewerton Neighborhood of the Reserve Subdivision. Said services shall be rendered as outlined in a Proposal titled, "Request for Proposal Provide Construction Observation Services for The Reserve Subdivision Town of Brighton, Monroe County New York dated, July 25, 2012". These services shall be rendered at the 2015 hourly rates specified in the September 3, 2014 amended agreement. Additionally, Chatfield Engineers, P.C. has requested that any services provided in 2016 be billed at an hourly rate of \$64.00 per hour.

Monies were not specifically earmarked for this particular project however; the cost of these construction observation services will be reimbursed by the remaining funding in the previous construction contracts.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,

Mike Guyon, P.E.
Town Engineer

cc: S. Zaso
T. Keef
M. Hussar

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 28, 2015 from Police Chief Mark T. Henderson regarding a request to authorize the acceptance of a \$500.00 donation from Lifespan of Greater Rochester for the Elder Abuse Training and to further authorize certain budget amendments as set forth therein, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the acceptance of a \$500.00 donation from Lifespan of Greater Rochester for the Elder Abuse Training and further authorizes certain budget amendments as set forth in the above referenced correspondence.

Dated: October 14, 2015

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



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

September 28, 2015

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 \$500.00 in funding from Lifespan of Greater Rochester for the Elder Abuse Training that a number of our officers attended. There were no costs incurred by the police department for this training.

I request that the Town Board authorize the acceptance of this funding. I further request that the 2015 Police Department Operating Budget be amended to increase expenditures in **A.POLCE 3120 2.12 Office Furniture** by \$500.00 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

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 1, 2015 from Administrative Court Clerk Dianne Burdett regarding a request to authorize the submission of an application for a 2015-2016 Justice Court Assistance Program Grant for funding to support the purchase of three surveillance cameras, and installation and training relating to the same, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the submission of an application by the Town Court for a 2015-2016 Justice Court Assistance Program Grant for funding to support the purchase of three surveillance cameras, and installation and training relating to the same.

Dated: October 14, 2015

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

JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

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

<http://www.townofbrighton.org>

JUSTICES
KAREN MORRIS
JOHN A. FALK

COURT ADMINISTRATOR
DIANNE BURDETT
ASSISTANT COURT CLERK
MARY JO SCHILLER

October 1, 2015

Supervisor William Moehle
Town Board Members
2300 Elmwood Avenue
Rochester NY 14618

Re: Justice Court Assistance Program Grant 2015-2016

Dear Supervisor Moehle and Town Board Members:

I am requesting permission to pursue a 2015-2016 JCAP Grant for the purchase of three (3) surveillance cameras, installation and training in all inclusive, at a total cost of \$16,851.00.

The request is being made to increase the security needs in the court, custody and parking areas for judges and court staff.

I am seeking approval from the Town Board to proceed in making this grant application on behalf of Brighton Town Court as detailed above.

Sincerely,



Dianne Burdett
Administrative Court Clerk

Attachments

cc: S. Zaso, Finance Director
File

Justice Court Assistance Program Grant Application

Page 3 of 5

ID: 3494

A. APPLICANT INFORMATION

| | | | | |
|---|---------------------|-----------------------|------------|--------------|
| Name of Court: Brighton Town Court, Monroe County | | | | |
| Type of Application: <input checked="" type="radio"/> Individual <input type="radio"/> Joint: | | | | |
| If Joint, please select the name of Joint Applicant: _____ | | | | |
| Contact Person: | | | | |
| Salutation: | First Name: | M.I. (if Any) | Last Name: | Phone: |
| Mrs. | Dianne | | Burdett | 585-784-5157 |
| Title: | | Email: | | Fax: |
| Court Clerk | | dburdett@nycourts.gov | | |
| Address Information: | | | | |
| Address: | | City: | ZIP: | |
| Court Mailing Address: | 2300 Elmwood Avenue | Rochester | 14618 | |
| Contact Mailing Address: | 2300 Elmwood Avenue | Rochester | 14618 | |
| Shipping (no PO Box): _____ | | | | |

B. CASELOAD: NEW CASE FILINGS FOR 3 YEARS

| | Criminal: | Civil: | VTL: | Jury Trials: |
|------------|-----------|---------|---------------|--------------|
| Year 2014: | 201-500 | 201-500 | 10,000-15,000 | 0-30 |
| Year 2013: | 201-500 | 201-500 | 7,501-10,000 | 0-30 |
| Year 2012: | 201-500 | 201-500 | 7,501-10,000 | 0-30 |

Has your court had a security assesment performed by the Dept. Of Public Safety? No Yes

Did you receive a grant in 2014-2015 No Yes Amount of Award \$2700.00

Did you receive a grant in 2013-2014 No Yes Amount of Award \$4513.44

* indicates required fields

QUESTIONS If you have any questions about JCAP or if you need assistance completing the application, call the Office of Justice Court Support at 1-800-232-0630 or email to resourcecenter@nycourts.gov.

Justice Court Assistance Program Grant 2015-2016

Request: Surveillance Cameras (Interior/Exterior)

Cost: \$15,318.34 plus 10% for possible increase in labor/product costs

Scope of Work: Includes 3 surveillance cameras, video server, 24 port patch panel. Installation and training.

Justification: The Brighton Town Court is a busy court completing over 10,000 cases each year. In order to ramp up security after a security audit was conducted in 2010 an electronic scanner was purchased and a walk-through metal detector was upgraded. Additionally, training with the Brighton Police Department was conducted with our 7 part-time security staff. The Public Safety Wing where the court offices and courtrooms are housed was constructed in 1989. Originally there were surveillance cameras installed in both the Brighton Police Department and Court wings of the building. Those cameras are no longer operational. In an effort to upgrade security, the Brighton Police Department was able to fund the purchase of surveillance cameras for the entire Police Department, Public Safety Foyer and its police parking areas. Unfortunately, those funding sources were not available to the court. We feel it important to provide this same measure of safety and security to Brighton residents, court attendees, judges and court staff. We would request funding for three surveillance cameras. One to be located in the court prisoner holding area, one in the back foyer area accessing the courtroom from the holding area and one in the exterior court entrance used by judges and court staff. The parking area and back entrance are a concern for staff and judges as court sessions often go into the evening hours as well as for the many after hour arraignments.

We appreciate all that the Justice Court Assistance Program has allowed us to provide in terms of additional security in past years. This funding request would complete the security needs of the court in potentially key problem areas.

**Justice Court Assistance Program Grant Application
Brighton Town Court, Monroe County
GRANT ITEMS**

**To print:
the Cont
letter P**

Conti

| Priority | Item Category | Item Name | Quantity | Price | Item Total |
|----------|---------------|-----------|----------|-------|------------|
|----------|---------------|-----------|----------|-------|------------|

Total of all Items requested: \$16,851.00

| | | | | | |
|---|----------|---------------------|---|------------|-------------|
| 1 | Security | Video Surveillance, | 3 | \$5,617.00 | \$16,851.00 |
| <p><small>_kf_ApplicationID 2808</small></p> <p>Comments The Brighton Town Court is a busy court completing over 10,000 cases each year. In order to ramp up security after a security audit was conducted in 2010 an electronic scanner was purchased and a walk-through metal detector was upgraded. Additionally, training with the Brighton Police Department was conducted with our 7</p> | | | | | |

Town of Brighton **LIVE**
DATE 10/22/14
TIME 14:47:06

F I N A N C I A L M A N A G E M E N T
BUDGET CONSOLIDATED BY ACCOUNT CLASSIFICATION

| CLASSIFICATION 1 CLASSIFICATION 2 CLASSIFICATION 3 | 2013 Actual Expense | 2014 Amended Budget | 2015 Dept. Head Requested | 2015 Adopted Budget |
|--|---------------------------|---------------------------|---------------------------------|---------------------------|
| Department HWY TOTALS . . . : | 1,320,817.00 | 1,430,563.00 | 1,572,590.00 | 1,516,935.00 |
| Department JSTCE - Town Justices | | | | |
| ----- | | | | |
| 1110 - Town Justices | | | | |
| ----- | | | | |
| Personal Services - Wages | 340,973.00 | 351,830.00 | 348,985.00 | 348,985.00 |
| Equipment and Capital Outlay | 21,045.00 | 6,178.00 | 2,955.00 | 1,780.00 |
| Supplies and Contractual Exp | 30,151.00 | 32,569.00 | 30,590.00 | 29,790.00 |
| Utility Expenses | 402.00 | 440.00 | 430.00 | 430.00 |
| Employee Benefits | 139,611.00 | 161,125.00 | 161,760.00 | 159,920.00 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| 1110 TOTALS : | 532,182.00 | 552,142.00 | 544,720.00 | 540,905.00 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Department JSTCE TOTALS . . . : | 532,182.00 | 552,142.00 | 544,720.00 | 540,905.00 |
| Department POLCE - Police Department | | | | |
| ----- | | | | |
| 3120 - Police Department | | | | |
| ----- | | | | |
| Personal Services - Wages | 4,209,923.00 | 4,386,555.00 | 4,554,345.00 | 4,543,625.00 |
| Equipment and Capital Outlay | 72,964.00 | 120,705.00 | 206,390.00 | 201,890.00 |
| Supplies and Contractual Exp | 375,007.00 | 419,649.00 | 367,835.00 | 370,970.00 |
| Utility Expenses | 8,440.00 | 18,840.00 | 14,640.00 | 14,640.00 |
| Employee Benefits | 2,387,367.00 | 2,648,325.00 | 2,699,770.00 | 2,674,940.00 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| 3120 TOTALS : | 7,053,701.00 | 7,594,074.00 | 7,842,980.00 | 7,806,065.00 |
| ----- | | | | |
| 3125 - Proceeds-Forfeited Propty | | | | |
| ----- | | | | |
| Equipment and Capital Outlay | 23,960.00 | 3,665.00 | .00 | .00 |
| Supplies and Contractual Exp | 570.00 | .00 | .00 | .00 |

F I N A N C I A L M A N A G E M E N T

Town of Brighton **LIVE**
DATE 10/22/14
TIME 14:47:12

BUDGET CONSOLIDATED BY ACCOUNT CLASSIFICATION

| CLASSIFICATION 1 CLASSIFICATION 2 CLASSIFICATION 3 | 2013 Actual Revenue | 2014 Amended Budget | 2015 Dept. Head Requested | 2015 Adopted Budget |
|--|---------------------------|---------------------------|---------------------------------|---------------------------|
| Use of Money and Property | 77,761.00 | 79,160.00 | 75,625.00 | 75,625.00 |
| Interfund/Special Dist Revenue | 34,073.00 | 35,295.00 | 38,530.00 | 38,530.00 |
| Interfund Transfers-Revenue | 6,000.00 | 4,420.00 | 4,430.00 | 4,430.00 |
| 5132 TOTALS : | 121,385.00 | 122,425.00 | 122,135.00 | 122,135.00 |
| 8160 - Town Landfill | | | | |
| Use of Money and Property | 14,869.00 | 15,600.00 | 15,205.00 | 15,205.00 |
| Fines, Sales, Comp for Losses | 41,616.00 | 8,300.00 | 8,000.00 | 8,000.00 |
| 8160 TOTALS : | 56,485.00 | 23,900.00 | 23,205.00 | 23,205.00 |
| Department HWY TOTALS . . : | 177,870.00 | 146,325.00 | 145,340.00 | 145,340.00 |
| Department JSTCE - Town Justices | | | | |
| 1110 - Town Justices | | | | |
| Intergovernmental Charges | 3,900.00 | 3,000.00 | 2,000.00 | 2,000.00 |
| Fines, Sales, Comp for Losses | 240,499.00 | 242,000.00 | 245,000.00 | 245,000.00 |
| New York State Aid | 21,045.00 | 4,513.00 | .00 | .00 |
| 1110 TOTALS : | 265,444.00 | 249,513.00 | 247,000.00 | 247,000.00 |
| Department JSTCE TOTALS . : | 265,444.00 | 249,513.00 | 247,000.00 | 247,000.00 |
| Department POLCE - Police Department | | | | |
| 3120 - Police Department | | | | |
| Departmental Income | 44,585.00 | 46,579.00 | 39,640.00 | 39,640.00 |
| Fines, Sales, Comp for Losses | | | | |

COURT NAME: Brighton Town Court, Monroe County

ID: 3494

D. SIGNATURE PAGE & SUPPORTING DOCUMENTATION

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

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

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

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

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

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

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

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

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

Date: _____

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 2, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to promote Carroll Loveless to the position of Skilled Laborer effective as of October 19, 2015 at a starting rate of \$25.14 per hour in accordance with the current CSEA wage schedule with a 26 week probationary period, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the promotion of Carroll Loveless to the position of Skilled Laborer effective as of October 19, 2015 at a starting rate of \$25.14 per hour in accordance with the current CSEA wage schedule with a 26 week probationary period.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

October 2, 2015

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

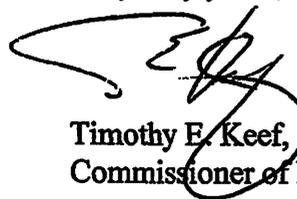
re: Proposed Skilled Laborer Promotion at the Highway Department

Dear Chairperson Werner and Committee Members:

As you are aware, recent retirements at the Highway Department have created vacancies that should be filled in order to maintain the operational efficiency of the department. At this time I am recommending that Mr. Carroll Loveless be promoted to the position of skilled laborer pending Town Board action and subsequent Civil Service approval. I further recommend that Mr. Loveless begin at the starting rate of \$25.14 per hour, per the current CSEA wage schedule, with a 26 week probationary period effective as of October 19, 2015. This opening was posted in accordance with our current CSEA agreement with Mr. Loveless being the most qualified candidate of the interested applicants. He is well qualified to serve in this capacity and will compliment our existing staff in this capacity.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter.

Very truly yours,



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

TEK/wp

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 2, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to promote Joseph Wesley to the position of Senior Motor Equipment Operator effective as of October 19, 2015 at a starting rate of \$28.82 per hour in accordance with the current CSEA wage schedule with a 26 week probationary period, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the promotion of Joseph Wesley to the position of Senior Motor Equipment Operator effective as of October 19, 2015 at a starting rate of \$28.82 per hour in accordance with the current CSEA wage schedule with a 26 week probationary period.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

October 2, 2015

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

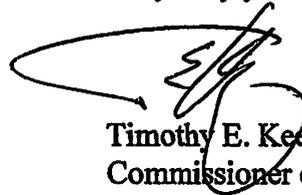
re: Proposed Senior Motor Equipment Operator Promotion at the Highway Department

Dear Chairman Werner and Committee Members:

As you are aware, recent retirements at the Highway Department have created vacancies that should be filled in order to maintain the operational efficiency of the department. At this time I am recommending that Mr. Joseph Wesley be promoted to the position of senior motor equipment operator pending Town Board action and subsequent Civil Service approval. I further recommend that Mr. Wesley begin at the starting rate of \$28.82 per hour, per the current CSEA wage schedule, with a 26 week probationary period effective as of October 19, 2015. This opening was posted in accordance with our current CSEA agreement with Mr. Wesley being the most qualified candidate from the interested applicants. He is capable to serve in this capacity and will compliment our existing staff.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter.

Very truly yours,



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

TEK/wp

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 1, 2015 from Director of Recreation Rebecca J. Cotter regarding a request to authorize the Supervisor to execute an amendment to the existing contract with the Jewish Community Center of Greater Rochester for use of the Brighton High School Pool through October 31, 2015 with the option to extend on a monthly basis through December 31, 2015, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an amendment to the existing contract with the Jewish Community Center of Greater Rochester for use of the Brighton High School Pool through October 31, 2015 with the option to extend on a monthly basis through December 31, 2015.

Dated: October 14, 2015

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



TOWN OF BRIGHTON

RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

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

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

October 1, 2015

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

I respectfully request your permission to authorize Supervisor Moehle to approve and sign an extension to the contractual agreement between the Town of Brighton and the Jewish Community Center through 10/31/15 with the option to further extend on a monthly basis through 12/31/15. This will allow for the continued JCC Member use of the Brighton High School Pool during Town of Brighton scheduled swim programs while the JCC Pool undergoes total reconstruction. The Town of Brighton will continue to be reimbursed by the JCC for fees associated with this program sharing as outlined in the original agreement.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca J. Cotter
Recreation Director
Town of Brighton

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 1, 2015 from Director of Recreation Rebecca J. Cotter regarding a request to authorize the acceptance of donations totaling \$1,040.00 to support the Fun Fit Five K, be received and filed; and

BE IT RESOLVED, that the Town Board with much appreciation hereby authorizes the acceptance of donations totaling \$1,040.00 to support the Fun Fit Five K.

Dated: October 14, 2015

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



TOWN OF BRIGHTON
RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

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

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

October 1, 2015

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

I respectfully request your permission to authorize Town Supervisor William Moehle to accept \$1,040 in cash donations for the Fun, Fit Five K. These donations have come in to support the Five K from area businesses for the 2015 race. Monies have been used to secure and pay for the timing system, t-shirts and other expenses relating to the race.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca J. Cotter
Recreation Director
Town of Brighton

Run On 10/01/2015 03:53 PM

Run By Rebecca Cotter

Sessions Fun Fit Five K - Sponsorships 2015

Class Roster**FUN FIT FIVE K Fun Fit Five K - Sponsorships 2015**

| Name | Age | Gender | Address | Phone 1 | Phone 2 | Email | Amount Paid | Please share any Special Needs/Limitations/Medical Conditions |
|---------------------------------------|-----|--------|--|--------------|---------|-------|-------------|---|
| 1. <u>Recreation Admin</u> | | f | 220 Idlewood Rd. Rochester, NY 14618 | 585-784-5260 | | | \$40.00 | |
| 2. <u>Gary Godden</u> | | m | 3 Edmar Court Henrietta, NY 14467 | 585-359-4154 | | | \$200.00 | |
| 3. <u>LDL Pools</u> | | m | 4719 Lyell Road Spencerport, NY 14559 | 585-352-3322 | | | \$500.00 | |
| 4. <u>Summit Federal Credit Union</u> | | m | Canal Ponds Business Park 100 Marina Drive Rochester, NY 14626 | 000-000-0000 | | | \$300.00 | |
| | | | | | | | \$1,040.00 | |
| Totals for Class Roster | | | | | | | \$1,040.00 | |

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated September 30, 2015 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute a further amendment to the Town's agreement with the City of Rochester regarding the construction of the Highland Crossing Trail for acquisition of the necessary easements and relative financial share of the cost of the same to be paid by the City of Rochester, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a further amendment to the Town's agreement with the City of Rochester regarding the construction of the Highland Crossing Trail for acquisition of the necessary easements and relative financial share of the cost of the same to be paid by the City of Rochester.

Dated: October 14, 2015

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



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

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

September 30, 2015

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

Re: Highland Park/Canalway Trail
City of Rochester
Amendatory Agreement

Dear Councilperson Werner and Committee Members:

The Town of Brighton and City of Rochester executed an amendatory agreement for the final design and right of way acquisition regarding the Highland Crossing Trail in January 2014. At that time our consultant RK Hite suggested that the Town of Brighton acquire all the easements for the project and transfer the appropriate easements to the City of Rochester at the closing proceedings. The consultant has since modified the acquisition process and has advised that the Town and City acquire easements within their respective jurisdiction. Subsequently, the City has prepared the attached agreement to reflect the modified acquisition process, extend the term of the agreement and reduce the matching contribution for right of way acquisition due to the City's direct involvement.

I am requesting that the FASC recommend that the Town Board authorize the Town Supervisor to endorse the attached amendatory agreement.

I will be in attendance at your regularly scheduled October 6th 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

DRAFT

Agreement for the
Highland Park/ Canalway Trail

This Agreement is made, pursuant to General Municipal Law Section 119-o, between the Town of Brighton ("Brighton"), a municipal corporation having offices at Town Hall, 2300 Elmwood Ave., Rochester, New York, 14618, and the City of Rochester ("Rochester"), a municipal corporation having offices at City Hall, 30 Church Street, Rochester, New York, 14614 .

WITNESSETH:

WHEREAS, the Highland Crossing Trail formerly known as the Highland Park / Canalway Trail project ("Project") has been programmed for Federal assistance in the Genesee Transportation Council's Transportation Improvement Program as P.I.N. 4754.08; and,

WHEREAS, Brighton has executed a Federal-Aid Highway Local Project Agreement by the New York State Department of Transportation for the preliminary engineering, final design, and right of way acquisition phases of the Project; and

WHEREAS, the parties entered into an agreement for the preliminary engineering and final design of the Project (including the receipt and administration of Federal Aid for the Project) on September 25, 2008; and,

WHEREAS, the parties entered into an amendatory agreement for the preliminary engineering and final design of the Project on August 21, 2009; and

WHEREAS, the parties entered into an amendatory agreement for the preliminary engineering and final design of the Project on ____, 2011; and

WHEREAS, the parties entered into an amendatory agreement for the final design and Right of Way Acquisition of the Project on January 3, 2014; and

WHEREAS, the parties now desire to further amend said agreement to decrease the City of Rochester financial share of right of way acquisition, and to extend the term of the agreement; and

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties to amend the September 25, 2008 Agreement as follows:

2. Final Design Services and Right of Way Acquisition for the Project:

The City of Rochester shall acquire all necessary easements and donations of real estate as needed for the project, within its municipal boundary.

Based upon the preliminary appraisal values provided by RK Hite, plus closing costs, the City of Rochester's gross share of the acquisitions is estimated to be \$31,000. Federal funds will pay for 80% of the acquisition costs (\$24,800) with the City of Rochester funding the local 20% match (\$6,200).

The City of Rochester shall fund all acquisitions directly and submit for reimbursement through the Town of Brighton for the Federal share of the acquisition costs.

3. Calculation of the Shares:

The City of Rochester's matching contributions, as calculated in amendatory C, totaled \$38,645.80. This amendatory shall decrease said City of Rochester match by \$6,200 due to the City of Rochester's direct acquisition of right of way. The City of Rochester's matching contribution shall be reduced to \$32,475.80.

4. Term:

The term of the agreement shall be extended until two (2) years after completion and acceptance of the construction of the Project or the termination of the grant agreement with the NYS Department of Transportation, whichever occurs first. This agreement may be amended, terminated, or extended thereafter, by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 2015.

CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor

TOWN OF BRIGHTON

BY: _____
William W. Moehle, Supervisor

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 5, 2015 from Town Junior Engineer Chad Roscoe regarding a request to authorize the Supervisor to execute a construction agreement with the County of Monroe under the Community Development Block Grant Program for the Crittenden Road Phase III sidewalk project, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a construction agreement with the County of Monroe under the Community Development Block Grant Program for the Crittenden Road Phase III sidewalk project.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

10/5/2015

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

Re: 2015 CDBG YR 40 Crittenden Road Sidewalk Project Phase III

Dear Council person Werner and Committee Members:

The Town of Brighton received a 2015 CDBG Grant in the amount of \$40,000 to install approximately 1200LF of concrete sidewalk on the south side of Crittenden Road from the entrance of Crittenden Corners Plaza to the corner of East Squire Drive & the Rustic Village Apartment Complex. The new sidewalk will be installed within the public ROW and the acquisition of additional property is not necessary. Town of Brighton staff has completed the final construction documents and are awaiting final approvals from the Monroe County which should arrive this week.

In addition, I am requesting that FASC authorize the Supervisor to sign the Community Development Construction Agreement Competitive Bid, attached, which provides funding, \$40,000, for the 2015 Crittenden Road Sidewalk Project Phase III.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,

Chad Roscoe
Junior Engineer

cc: S. zaso
T. Keef
Mary Ann Hussar



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

10/5/2015

Brighton Town Board Members
2300 Elmwood Ave
Rochester, NY 14618

RE: CDBG Agreement

Dear Honorable Town Board Members:

I am requesting that the Town Board pass a resolution to authorize Supervisor Moehle to execute renewal agreements between the Town of Brighton and Monroe County. These agreements are for the Community Development Block Grant (CDBG) Program for the following years:

2015 CDBG YR 40 Crittenden Road Sidewalk Project Phase III \$40,000

The CDBG Program has been successfully implemented throughout the Town of Brighton over the last several years. The money has been used to install sidewalks throughout the Town giving the residents a safer path to walk within the Town.

Sincerely,

Chad Roscoe
Junior Engineer



Department of Planning and Development
Monroe County, New York

Maggie Brooks
County Executive

Paul A. Johnson
Acting Director

September 29, 2015

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

Re: 2015 CDBG YR 40 Crittenden Road Sidewalk Project Phase III

Dear Mr. Roscoe, *CHAD*

Enclosed are three (3) copies of the standard agreement between the County and the Town for the above project which was funded by the 2015 Community Development Block Grant (CDBG) Program in the amount of \$40,000.

If the agreement meets with Town approval, please request that the Town Board pass a resolution to accept the CDBG grant and have the Town Supervisor sign the agreement. Please have all copies notarized as originals and return to me together with a copy of the Board resolution, Attachment C (Debarment Certificate) naming the Town as the Contractor and the required insurance documents (see enclosed insurance requirements).

I will process the agreement for signature upon receipt and return a fully executed copy for your files.

Please contact me at 753-2024 or rmikiciuk@monroecounty.gov if you have any questions. As a reminder, no work can begin without an executed agreement. I look forward to working with you and your staff on the project.

Sincerely,

Richard T. Mikiciuk
Sr. Rehabilitation Specialist

Enclosures

RECEIVED
OCT 02 2015

TOWN OF BRIGHTON
DEPT. OF PUBLIC WORKS

Community Development Block Grant (CDBG) Insurance Requirements

1. Provide ACORD Certificate of Insurance Form:

Certificate Holder Information:

Monroe County
39 W. Main St., Room 200
Rochester, NY 14614
Attn: Community Development

2. Provide the following insurance coverage:

A. General Liability Insurance

- 1) \$1 million per occurrence
- 2) \$3 million aggregate
- 3) Name **Monroe County** as additional insured and:
 - a) X appropriate additional insured column.
 - b) Description of Operations shall specifically state general liability, auto, or both.
 - c) Provide an **additional insured endorsement form** showing same. **NOTE:** If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included.)
- 4) If aggregate coverage is less than \$3 million:
 - a) Excess or umbrella coverage in the amount to provide \$3 million total
 - b) Excess/umbrella coverage must name **Monroe County** as additional insured and provide additional insured endorsement showing same.

A. Automobile Liability Insurance

- 1) \$1 million per occurrence for bodily injury and property damage
- 2) X appropriate additional insured column.
- 3) Description of Operations shall specifically state general liability, auto, or both.
- 4) Name **Monroe County** as additional insured and provide an **additional insured endorsement form** showing same. **NOTE:** If the policy has a Blanket Endorsement for Additional Insured, then the supporting documents shall be forwarded for review. (All pages of the endorsement as well as policy number shall be included).

A. Workers Compensation Insurance (www.wcb.ny.gov) *

- 1) C-105.2 (or U-26.3)
- 2) SI-12 (or GSI 105.2)
- 3) CE-200
- 4) Waiver if applicable

B. Disability Benefits Insurance (www.wcb.ny.gov) *

- 1) DB-120.1
- 2) DB-155
- 3) CE-200
- 4) Waiver if applicable

COMMUNITY DEVELOPMENT
CONSTRUCTION AGREEMENT
COMPETITIVE BID

THIS AGREEMENT, made this _____ day of _____, 2015, by and between **MONROE COUNTY**, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York 14614, (hereinafter referred to as "COUNTY") and the **TOWN OF BRIGHTON**, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, New York 14618, (hereinafter referred to as the "MUNICIPALITY").

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into an Agreement with the United States of America, Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program, and

WHEREAS, the MUNICIPALITY and the COUNTY desire to enter into an Agreement that provides for the **Crittenden Road Phase III sidewalk project** in the Town of Brighton, (hereinafter referred to as the "Project" and described more fully in the Project Proposal attached to and made a part of this Agreement as Attachment A), and

WHEREAS, the Monroe County Community Development Administration, (hereinafter referred to as "CDA") has approved said Project for implementation, and

WHEREAS, the Monroe County Legislature, by **Resolution No. 161 of June 18, 2015** authorizes the Monroe County Executive, or her designee, to execute contracts necessary to accomplish programs in the towns and villages participating in the Monroe County Consolidated Plan Consortium.

NOW, THEREFORE, the COUNTY and the MUNICIPALITY do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

I. SCOPE OF SERVICES

A. The MUNICIPALITY shall provide, or cause to be provided, the following elements necessary to accomplish the Project:

1. Engineering services sufficient to design and inspect all phases of the Project;
2. Design and construction of the Project in accordance with the requirements for architectural specifications for handicapped accessibility stated in the most stringent of the Americans With Disabilities Act of 1990 Guidelines, the Uniform Federal Accessibility Standards, the Federal American National Standards Specifications, and the New York State American Standards Institute Regulations, or such other federal or state standard which provides more stringent standards;

3. Procurement of the construction services and/or materials necessary for the successful completion of the Project. The construction services and /or materials shall be procured in an approved manner and in accordance with the federal administrative requirements of 24 CFR Part 85 and any other applicable federal, state, and other regulations, laws and policies, and as follows:

a. the MUNICIPALITY, or its designated Engineer, shall prepare the technical specifications and the contract bid documents together with CDA staff and shall provide the final technical specifications and final contract bid documents to CDA for review before the bid is let;

b. the MUNICIPALITY shall utilize a fair and competitive bidding program to solicit bids to perform the Project; and

c. the MUNICIPALITY shall subsequently award a contract to the construction contractor submitting the lowest responsible bid for the performance of the Project. The MUNICIPALITY shall be the sole owner of the contract.

4. The personnel, skills, expertise and equipment required to successfully complete the Project.

B. Reporting - The MUNICIPALITY:

1. Shall maintain and submit sufficient documentation, at the direction of CDA, to enable reporting, evaluation, and monitoring of the program to verify that the Project is implemented in accordance with all applicable HUD regulations;

2. Shall submit documentation to the COUNTY that identifies project status and accomplishments, to include a copy of the contractor's request for payment that indicates work/services completed by the contractor and verified by the MUNICIPALITY. Each request from the MUNICIPALITY for payment under this Agreement will be submitted on a Monroe County Claim Voucher and will be accompanied by the above referenced documentation:

a. a copy of the contractor's request for payment that indicates materials provided by the contractor and verified by the Municipality; and

b. copies of reasonable and verified expenditures that the Municipality has incurred for labor and equipment usage for the construction of the Project by the Municipality's labor forces.

3. Shall submit to the COUNTY, upon request, documentation verifying that it has complied with the federal administrative requirements for the procurement of construction services and/or materials for the Project as contained in 24 CFR Part 85;

4. Agrees to the monitoring of the program by CDA to verify its reports and to verify that the Project is implemented in accordance with all applicable HUD regulations; and

C. The MUNICIPALITY shall assist CDA in assuring compliance with all county, state and federal requirements. This includes all applicable federal, state and local laws and regulations that pertain to the Project.

II. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2015** and terminate on **September 30, 2016**. The Project shall be completed no later than one year after the execution of this Agreement. The COUNTY reserves the right to cancel any payments to be made under this Agreement for any expenses incurred by the MUNICIPALITY on the Project after **September 30, 2016**.

III. PAYMENT FOR SERVICES

A. It is agreed that the COUNTY shall expend for this Project, the sum of eligible Project costs, not to exceed the community development grant in the amount of **Forty Thousand Dollars (\$40,000)**.

B. Eligible project costs for reimbursement shall consist of reasonable and verified expenditures that the MUNICIPALITY has incurred for materials and labor associated with the installation of the Project by the construction contractor(s) selected by the MUNICIPALITY through the competitive bid process. Such costs shall be verified by the COUNTY. Remittance to the MUNICIPALITY shall be in the form of a check or checks to be issued by the COUNTY. The checks shall be made payable to the MUNICIPALITY and shall be issued upon receipt of a duly executed Monroe County Claim Voucher approved by CDA. Final payment will not be released until the Project has been successfully completed by the MUNICIPALITY and approved by CDA.

C. It is understood that payment shall not be made by the COUNTY for engineering and administrative expenses incurred by the MUNICIPALITY.

D. The MUNICIPALITY agrees to pay all project costs in excess of the community development grant that are necessary for the successful completion of the Project.

IV. COMPLIANCE WITH GRANT AGREEMENT

The MUNICIPALITY agrees to adhere to all terms and conditions applicable to contractors under the grant agreement between the COUNTY and HUD. The MUNICIPALITY further agrees that all activities performed under this Agreement will be performed consistent with the requirements of the Community Development Block Grant Regulations (24 CFR 570).

V. ASSET DISPOSITION

In the event that the MUNICIPALITY will purchase assets with a unit acquisition cost of \$1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, the MUNICIPALITY agrees that the use and disposition of the property will be governed by the property management standards of federal regulation 24 CFR Part 85. Generally, such assets shall be returned or other compensation made, to CDA when the property is no longer needed in the project or program for which it was provided.

VI. DEFAULT AND TERMINATION

A. In accordance with 24 CFR 85.43, the COUNTY may suspend or terminate the work of the MUNICIPALITY in whole or in part under this Agreement whenever the MUNICIPALITY shall default in the performance of this Agreement in accordance with its terms (including in the term "default" any failure by the MUNICIPALITY to make progress in the actual work required with respect to the development of the Project), and shall fail to cure or diligently begin to cure such default within a period of ten (10) days (or such longer time as the COUNTY may allow) after delivery by the COUNTY to the MUNICIPALITY of a notice specifying the default.

B. Termination or suspension shall be effected by a written notice to the MUNICIPALITY and shall be effective immediately. The MUNICIPALITY shall be paid in full for all work performed until the date of termination or suspension provided that the COUNTY may deduct from any funds due to the MUNICIPALITY, any reasonable costs incurred by the COUNTY as a result of the MUNICIPALITY'S default. Default by the MUNICIPALITY may result in the prohibition of the MUNICIPALITY from entering into any future agreements with the COUNTY or from acting as a subgrantee of the COUNTY for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

VII. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

A. 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.

B. In addition to Appendix "A", the following shall apply to the referenced sections as follows:

1. **Section 3. INDEMNIFICATION:** The parties understand and agree that this is solely a Project of the MUNICIPALITY. The COUNTY is involved only to assist the MUNICIPALITY to obtain a grant under the COUNTY'S Community Development Block Grant Program. The COUNTY shall neither control nor supervise any portion of the construction herein, nor be involved in any act relating directly or indirectly to the construction of this Project.

2. **Section 7. FEDERAL SINGLE AUDIT ACT:** Of the amount specified in Section III (A) of this Agreement, namely **Forty Thousand Dollars (\$40,000)**, one hundred percent (100%) of such amount is being passed through the COUNTY from the United States Government under the following:

Award Name: Community Development Block Grant

Award Number: **B-15-UC-36-0002**

Award Year: **2015**

Name of Federal Agency: U.S. Department of Housing and Urban Development

Catalog of Federal Domestic

Assistance (CFDA) Number: 14.218

The Award is [] is not [X] related to Research and Development.

3. **Section 8. RIGHT TO INSPECT:** Designated representatives of the COUNTY shall include, but not be limited to, HUD.

4. **Section 9. JOB OPENINGS:** As a local MUNICIPALITY within the COUNTY, the MUNICIPALITY shall not be required to give notice where the position is subject to a published civil service list.

5. **Section 20. MISCELLANEOUS:**

To follow a. and b. on Appendix A

c. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

d. the MUNICIPALITY agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York, or the Legislature of Monroe County. Notwithstanding the above, nothing contained herein shall prohibit the MUNICIPALITY from developing and forwarding to appropriate officials specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this demonstration program.

e. The MUNICIPALITY agrees that no member, officer or employee of the MUNICIPALITY will have any monetary interest in, or derive monetary benefit directly or indirectly from any ensuing contracts or subcontracts, or proceeds thereof, for work funded under this Agreement.

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

This Agreement complies with the requirements for routine Monroe County contracts

Dept. Dir. Initials

COUNTY OF MONROE

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 2015 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 signatures on the instrument, the individual(s), 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 2015 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 his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**ATTACHMENT A
PROJECT PROPOSAL**



Maggie Brooks
County Executive

**2015 Community Development Block Grant
 Application for Funding
 Due Date: February 13, 2015**

Submit completed application, environmental review and project map (if applicable) no later than February 13, 2015 at 5:00 p.m. to the following:

**Monroe County Community Development
 8100 CityPlace - 50 West Main Street
 Rochester, NY 14614
 Phone: 753-2011 • Fax: 753-2028
 Email: cshafer@monroecounty.gov**

Do not use this application for affordable housing developments. To complete this application as a Word document, "click" into the blank spaces or use the tab key to move through the document. The entire application is formatted as a series of tables. See last page for environmental review information

| General Information | |
|---|---|
| Name of Applicant / Organization | <i>Town of Brighton</i> |
| Contact Person (Name & Title) | <i>Chad Roscoe (Junior Engineer)</i> |
| Address | <i>2300 Elmwood Avenue</i> |
| Phone | <i>585-784-5224</i> |
| Fax | <i>585-784-5368</i> |
| Email | <i>chad.roscoe@townofbrighton.org</i> |
| Project Information | |
| Project / Program Name | <i>Crittenden Road Sidewalks Phase 3</i> |
| Project Address | <i>2400 W. Henrietta Road and along the frontage of the empty lot at Crittenden Road and East Squire Drive.</i> |
| Census Block Group(s) [if applicable] | <i>130.012 </i> |
| Amount of CDBG Funds Requested | <i>\$66, 500</i> |
| <p><i>Brief Summary of Proposed Project. (Please note if project disturbs more than 4,000 square feet of land, involves a building more than 50 years old, and/or encroaches on a wetland, 100-year floodplain or the Erie Canal)</i></p> <p><i>The proposed project consists of the installation of approximately 1200 LF of 5ft wide concrete sidewalk on the south side of Crittenden Road a continuation of sidewalk eastward to East Squire Drive. This project will disturb an area of 6,000 sq ft. The project was previously submitted and reviewed by SHPO who provided a letter indicating that the project would have " No Effect upon cultural resources(see attached). A copy of this letter attached. The project is not within a wetland, 100-year floodplain or the Erie Canal. The proposed sidewalk will be installed within the cleared & graded public R.O.W. and partially in an existing easement.</i></p> | |
| <p><i>All work will comply with ADA requirements. SEQR was completed for the overall project and is attached for your reference.</i></p> | |

Issue(s) or condition(s) to be addressed

The Town of Brighton is increasing the availability of sidewalks throughout the town and encourages walking as a means of transportation.

This offers environmental, health, economic and social benefits. Pedestrian safety along Crittenden Road and access to bus stops will be improved.

| | | | |
|--|----------|-----------------------|--|
| Linear footage for sidewalks, waterlines, sewers, etc. | 1,200 LF | | |
| Competitive Public Bid | YES | Request for Proposals | |
| Municipal Force Account | | Other | |

IMPORTANT – New Application Requirement

Environmental reviews in accordance with the State Environmental Quality Review Act (SEQR) and the National Environmental Protection Act (NEPA) are required for CDBG projects. All applicants must complete the attached Environmental Review Checklist and submit it along with any required documentation. Applicants may contact Rochelle Bell, Monroe County Environmental Planner, with questions at 585-753-2034 or via email at: rbell@monroecounty.gov.

The applicant certifies the information contained herein is true, correct and complete to the best of his/her knowledge and belief. The applicant further understands that the application is a request and there is no guarantee, expressed or implied, that funds will be provided to the applicant. All organizations awarded federal funds will be subject to federal and local regulatory compliance.

Carl Roscoe

Signature

2/3/15

Date

Standards to Determine Compliance with National Objectives

Each Activity must meet one of the three broad national objectives:

1. To benefit low to moderate-income persons.
2. To aid in the prevention or elimination of slums or blight.
3. To meet community development needs having a particular urgency.

Please ensure that the proposed project meets at least one of the following eligibility criteria:

Low-Mod area benefit activities. Monroe County's CDBG funds are intended to be used in the suburban towns and villages that comprise the Community Development Consortium. HUD determines the Upper Quartile ranking of eligible Census Block Groups based on the most recent Census and current consortium membership. CD staff will verify that the project location is in an eligible Low-Mod Area.

Limited clientele activities. Limited clientele activities benefit low to moderate-income persons without regard to the area being served. At least 51% of the persons participating in the activity must be low to moderate-income and the activity must meet one of the following criteria:

- **Presumption of low to moderate-income.** The activity may serve persons that are presumed to be low to moderate-income, such as abused children, battered spouses, elderly persons, disabled persons, homeless persons, illiterate adults, persons living with AIDS, migrant farm workers, etcetera; or,
- **Income guidelines.** Activities must have eligibility requirements which limit the activity exclusively to low to moderate-income persons; or,
- **Nature and location.** The activity must be of such a nature and in such a location that it may be concluded that the activity's clientele will primarily be low to moderate-income persons, i.e. public housing activities.

Housing activities. An activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low to moderate-income households.

Job retention activities. An activity designed to create or retain permanent jobs where at least 51% of which, computed on a full-time equivalent basis, involve the employment of low to moderate-income persons.

Slum and blight. Activities that aid in the prevention or elimination of slums or blight. This objective is generally not applicable to locations in suburban Monroe County.

Urgent need. Community development activities having an urgent need. This objective is rarely used and is reserved for alleviating emergency situations, such as natural disasters.

Standards to Determine Project Eligibility

1. Describe the location of your project and how the area will benefit from the project. Include the boundaries, Census Block Group(s) and/or service area.

The new sidewalks will improve and provide a safer way to access local RTS bus stops, Rustic Village Apartments, surrounding office buildings and restaurants along Crittenden Road and West Henrietta Road. See attached map for service area. The project is located within Census Block Group 130.019 which is considered a low to moderate income area.

With the installation of sidewalks along Crittenden Road comes:

- *A local economy that is robust and balanced, with better access to jobs, education and health care.*
- *Increased health for persons engaging in active transportation, and increased safety for all.*
- *A potential reduction of reduce short vehicle trips which will result in reduced air pollution and greenhouse gas emissions. Thus the local Ecosystems will benefit.*
- *Connections within the larger community which encourage culturally and socially diverse groups to prosper and interact.*

2. Describe the population/target group your project will serve and how low to moderate-income persons will benefit.

The Town of Brighton is taking a progressive stance in addressing active transportation by increasing the availability of sidewalks throughout the Town where sidewalks are missing. Walking and bicycling as a means of transportation offer environmental, health, economic and social benefits. Pedestrian safety along Crittenden Road and access to bus stops will be improved. Within the 1360 units located at Rustic Village Apartments, there is a mixture of college students from U of R, MCC and RIT along with single family and older residents.

3. What evidence do you have that at least 51% of the persons to benefit from the proposed project are considered to be of low to moderate-income (LMI)? Please check the appropriate category below.

Income Survey Census Data Limited Clientele Other (please explain)

4. In the table below, outline the major steps/activities your agency will undertake to complete the project.

| Major Steps / Activities | Number of Clients Served |
|--|-----------------------------|
| Example: Home buyer counseling session of 1.5 hours | 20 potential home buyers |
| Survey & Design , (Town of Brighton staff) | |
| Create Bid Documents, Public Bid & Award, (TOB staff) | |
| Construction of 5' wide concrete sidewalks, (contractor) | 1360 Units (Rustic Village) |

Standards to Determine Budget Compliance

Two separate budget forms are provided for your use, a Community Service & Planning Study Budget and a Public Works & Public Facility Improvement Budget. The forms are meant to act as a guide. You may provide your own budget in another format, if available.

Prior to completing the Budget Form, review the following limitations on the use of CDBG funds:

- CDBG funds may not be used for acquisition of property used for primarily religious purposes or to promote religious interests regardless of the use of the property.
- Requests for funds to undertake capital improvements to real property or open space development must include proof of legal ownership or authorization from the owner to perform the improvements.
- Renovation costs may include equipment provided the equipment is fixed and permanent and is not moveable.
- Lease or rental of capital equipment is generally advised because all assets acquired by a third-party contractor with CDBG funds have, upon termination of the contract, to be transferred to the County or the contractor must reimburse the CDBG program at the current per unit fair market value less the amount of depreciation previously agreed upon with the County.
- The following costs are not allowed: bad debts; contingencies; contributions and donations; entertainment costs (including meals for social events and awards/graduation banquets); gifts or incentive awards to individuals; fines and penalties resulting from violations of or non-compliance with Federal, State or Local laws; interest on borrowed capital; fundraising; investment management; losses on other awards; and, litigation expenses.

| Funding Sources | | |
|--|---------------|------------------|
| Please list all amounts and funding sources for the project, as required by HUD. | | |
| Type | Amount | Source |
| Applicant (Town of Brighton) | \$ +/- 8,000 | In Kind services |
| Section 108 Loan Guarantee Funds | \$ | |
| Other HUD Funds (HOME / ESG / HOPWA) | \$ | |
| Other Federal Funds | \$ | |
| Appalachian Regional Commission | \$ | |
| State or Local Funds | \$66,500 | MC CDBG |
| Private Funds | \$ | |
| Other | \$ | |

| Community Development Division Contacts | | | | |
|--|----------------------------|-------------------------------------|--|----------|
| Jeffery McCann | jmccann@monroecounty.gov | CD Manager | CDBG, HOME & ESG program administration | 753-2041 |
| Rich Mikiciuk | rmikiciuk@monroecounty.gov | Sr. Rehabilitation Specialist | CDBG public works and facilities projects; Home Improvement Program inspections and administration | 753-2024 |
| Chanh Quach | cquach@monroecounty.gov | Community Liaison | Affordable Rental Housing and Homeless | 753-2021 |
| Phil Morgan | pmorgan@monroecounty.gov | Assistant Rehabilitation Specialist | Home Improvement Program inspections and administration | 753-2003 |
| Cathy Shafer | cshafer@monroecounty.gov | Community Development Assistant | administration; Public Services and ESG | 753-2011 |
| Betty Ann Cordero | ecordero@monroecounty.gov | Community Development Assistant | Home Improvement Program intake; | 753-2033 |

COMMUNITY SERVICE & PLANNING STUDY BUDGET

| Budget Item | Calculation | CDBG Request |
|---------------------------------|---|---------------------|
| PERSONNEL | | |
| Salaried Positions – Job Titles | Provide rate of pay (hourly/salary) and percentage of time spent on project (full-time equivalent) or hours per week. | |
| | | |
| | | |
| | | |
| Salaries Total | | |
| Fringe Benefits | | |
| | | |
| Total Personnel | Total of personnel and fringe benefits | |
| | | |
| OPERATING COSTS | Provide a description of how you arrive at total for each line. | |
| Supplies | | |
| Equipment | | |
| Rent/Lease | | |
| Insurance | | |
| Printing | | |
| Phone | | |
| Travel | | |
| Other | | |
| Total Operating Costs | | |
| | | |
| CONTRACT SERVICES | | |
| | | |
| Total Contract Services | | |
| | | |
| TOTAL BUDGET | | |

PUBLIC WORKS & PUBLIC FACILITY IMPROVEMENT BUDGET

| Budget Item | Calculation | CDBG Request |
|---------------------------------|---|-----------------------------------|
| PERSONNEL | | |
| Salaried Positions – Job Titles | Provide rate of pay (hourly/salary) and percentage of time spent on project (full-time equivalent) or hours per week. | |
| | | |
| Salaries Total | | |
| Fringe Benefits | | |
| Total Personnel | Total of Personnel and Fringe Benefits | |
| | | |
| DELIVERY COSTS | Provide a description of how you arrive at the total for each line. | See Attached Cost Estimate |
| Construction Hard Costs | 1200 LF @ \$49.89/LF | \$59,866 |
| Physical Inspections | | |
| Architectural | | |
| Engineering (Brighton) | 10% of construction cost | \$5,986 |
| Rehab Loan Costs | | |
| Permits and Fees | MCDOT Highway Permit | \$625 |
| Insurance | | |
| Legal Fees | | |
| Financing | | |
| Appraisal Costs | | |
| Other | | |
| Total Delivery Costs | | |
| | | |
| CONTRACT SERVICES | | \$66,477 |
| | | |
| Total Contract Services | | \$66,477 |
| | | |
| TOTAL BUDGET | | \$66,500 |
| | | |



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

2015 CDBG Project Cost Estimate Crittenden Road Sidewalks Phase 3

| | Item Description | Unit | Cost | Qty | Total |
|---|----------------------------|------|------------|------|--------------------|
| 1 | New 5' concrete sidewalk | sf | \$7.25 | 6000 | \$43,500.00 |
| 2 | Detectable warnings | sf | \$30.75 | 24 | \$738.00 |
| 3 | Lawn restoration | sf | \$0.75 | 3048 | \$2,286.00 |
| 4 | MP&T | LS | \$3,200.00 | 2 | \$3,200.00 |
| 5 | Erosion Control | LS | \$3,200.00 | 1 | \$3,200.00 |
| 6 | Mobilization | LS | \$1,500.00 | 1 | \$1,500.00 |
| | Subtotal | | | | \$54,424.00 |
| | Contingency | | 10% | | \$5,442.40 |
| | Subtotal | | | | \$59,866.40 |
| | Engineering | | 10% | | \$5,986.64 |
| | Subtotal | | | | \$65,853.04 |
| | MCDOT Permit | each | \$625.00 | 1 | \$625.00 |
| | Total | | | | \$66,478.04 |
| | Grand Total | | | | \$66,478.04 |
| | Rounded Grand Total | | | | \$66,500.00 |

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

**ATTACHMENT B
INSURANCE CERTIFICATES**

**ATTACHMENT C
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

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 14th day of October, 2015.

PRESENT :

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that a memorandum dated October 6, 2015 from Finance Director Suzanne Zaso regarding a request to authorize the Supervisor to execute a contract renewal with Penflex, Inc. to serve as the third-party administrator for the West Brighton Fire Department's Service Award Program for the period November 1, 2015 through October 31, 2016 for a base fee of \$3,700.00, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract renewal with Penflex, Inc. to serve as the third-party administrator for the West Brighton Fire Department's Service Award Program for the period November 1, 2015 through October 31, 2016 for a base fee of \$3,700.00.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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 this 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 6, 2015 from Finance Director Suzanne Zaso regarding a request to appropriate a total of \$826,200.00 to be placed in the Trail Development line of the capital project for the construction of the Brickyard Trail (H.PARKS.EWTRL 2.55), be received and filed; and

BE IT RESOLVED, that the Town Board hereby appropriates the following funds totaling \$826,200.00 to be placed in the Trail Development line of the capital project for the construction of the Brickyard Trail (H.PARKS.EWTRL 2.55)\$125,000 of which is subject to State Grant reimbursement.

\$550,200.00 from the Parks Reserve account (A 878.PARKS) subject to permissive referendum pursuant to General Municipal Law Section 6-c(4);

\$66,000.00 from the Quality of Life Reserve account (A 878.QLIFE) subject to permissive referendum pursuant to General Municipal Law Section 6-c(4); and

\$210,000.00 from the Parkland Trust account (TE 37); and

BE IT RESOLVED, that the Town Board hereby directs the Town Clerk to publish and post such legal notice as is required by law regarding the above appropriations subject to permissive referendum.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

October 6, 2015

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

Re: Funding for Brickyard Trail

Dear Board Members:

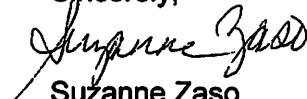
As it is the intent of the Town Board to construct a trail running between Elmwood Avenue and Westfall Road, known as the Brickyard Trail, and formal bids have been requested and received for the construction of said trail, I am proposing the following funding sources be appropriated into the capital project set-up for the trail design and construction as follows:

- \$550,200 from the Parks Reserve account (A 878.PARKS). This appropriation is subject to a permissive referendum;
- \$66,000 from the Quality of Life Reserve (A 878.QLIFE). This appropriation is subject to a permissive referendum;
- \$210,000 from the Parkland Trust account (TE 37).

The total appropriations of \$826,200 are to be placed in the Trail Development line of the capital project (H.PARKS.EWTRL 2.55). I am also requesting authorization of the Director of Finance to make all necessary accounting entries relating to this appropriation.

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.

Sincerely,


Suzanne Zaso
Director of Finance

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 6, 2015 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute an agreement with DiFiore Construction as the lowest responsive and responsible bidder for construction of the Brickyard Trail with a base bid price not to exceed \$822,500.00 plus alternates five and six for a total cost not to exceed \$826,200.00 and to further authorize the Supervisor to execute any change orders necessary that do not collectively exceed \$10,000.00, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with DiFiore Construction as the lowest responsive and responsible bidder for construction of the Brickyard Trail with a base bid price not to exceed \$822,500.00 plus alternates five and six for a total cost not to exceed \$826,200.00 and further authorizes the Supervisor to execute any change orders necessary that do not collectively exceed \$10,000.00, all subject to review and approval by the Attorney to the Town.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

October 6, 2015

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

Re: Award of Bid
 Brickyard Trail Construction

Dear Councilperson Werner and Committee Members:

The bids for the above referenced project were publicly advertised and publicly opened on September 24, 2015 at 10:00 AM, all as required by law. A copy of the bid advertisement is attached for your reference. Six bids were received and are shown in Table – 1.

Table – 1 Bid Results Summary

Bid Results
Thursday, September 24, 2015
Brickyard Trail

| Contractor | Base Bid | Alternate 1, Frontage Enhancements at Elmwood | Alternate 2, Elmwood Crossing Enhancements | Alternate 3, Roby Drive Connection | Alternate 4, Small Seating Area | Alternate 5, IPE Lumber for Half Gate | Alternate 6, Hot-Dipped Galvanized Piles for Pedestrian Bridge | Alternate 7, Off-Site Disposal of Chipped Woody Plant Material |
|-------------------------------|-----------------|---|--|------------------------------------|---------------------------------|---------------------------------------|--|--|
| Ramsey Constructors, Inc. | \$ 1,191,000.00 | \$ 14,000.00 | \$ 7,200.00 | \$ 28,800.00 | \$ 18,000.00 | \$ 2,544.00 | \$ 26,688.00 | \$ 17,400.00 |
| Villager Construction, Inc. | \$ 1,309,200.00 | \$ 13,350.00 | \$ 13,180.00 | \$ 33,140.00 | \$ 20,340.00 | \$ 1,200.00 | \$ 2,300.00 | \$ 16,600.00 |
| C.P. Ward, Inc. | \$ 1,106,250.00 | \$ 13,090.00 | \$ 3,090.00 | \$ 15,050.00 | \$ 28,600.00 | \$ 2,300.00 | \$ 30,200.00 | \$ 16,500.00 |
| DiFiore Construction | \$ 822,500.00 | \$ 11,000.00 | \$ 9,000.00 | \$ 32,000.00 | \$ 17,000.00 | \$ 2,200.00 | \$ 1,500.00 | \$ 15,000.00 |
| Keeler Construction Co., Inc. | \$ 823,000.00 | \$ 14,000.00 | \$ 8,000.00 | \$ 25,000.00 | \$ 17,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 17,000.00 |
| Ironwood Heavy Highway, LLC | \$ 1,211,711.00 | \$ 12,800.00 | \$ 3,100.00 | \$ 1.00 | \$ 20,300.00 | \$ 2,500.00 | \$ 1,700.00 | \$ 15,500.00 |
| | | | | | | | | |

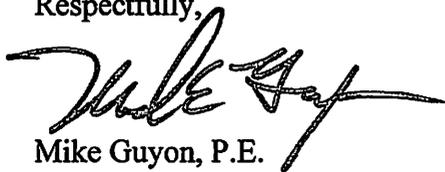
2300 Elmwood Avenue • Rochester, New York 14618 • 585-784-5250 • Fax: 585-784-5373
<http://www.townofbrighton.org>



Bayer Landscape Architecture, PLLC reviewed the bids for completeness and accuracy and concluded that the low bid submitted by DiFiore Construction is a true representation of the costs to complete the project and the contractor is qualified to complete the works of the Contract. A copy of the Recommendation of Award letter prepared by Bayer Landscape Architecture, PLLC is attached for your reference. I am requesting that FASC recommend that the Town Board award the base bid plus Alternate 5, IPE Lumber for Half Gate, and Alternate 6, Hot-Dipped Galvanized Piles for Pedestrian Bridge to construct the Brickyard Trail to the low, responsible and responsive bidder, DiFiore Construction for a cost not to exceed \$826,200.00. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten thousand dollars, (\$10,000.00).

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 6, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,



Mike Guyon, P.E.
Town Engineer

Attachment

Cc Mary Ann Hussar
Tim Keef



STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

ss.

Lorrie Helling being duly sworn, depose and saith that she is the bookkeeper for BRIGHTON-PITTSFORD POST, a weekly newspaper published in the Town of Pittsford, County and State aforesaid, and that a notice, of which the annexed is a printed copy, was published in the said paper at least once in each week, for 1 successive weeks, commencing on the 24 day of September 2015 and ending on the 24 day of September, 2015.

Lorrie Helling

Sworn to before me, this 25 day of Sept 2015.

Barbara S. Connelly
Notary Public, State of N.Y.

Legal 07-02550671

BARBARA S. CONNELLY
Notary Public In The State Of New York
Monroe County
Commission Expires Jan 21, 2018

LEGAL NOTICE
New York State Department of Environmental Conservation
Notice of Complete Application

Date: 09/16/2016
Applicant: TOWN OF BRIGHTON
2800 ELMWOOD AVE
FOCHESTER, NY 14618-2145
Facility: BRIGHTON OPEN SPACE SHARED USE TRAIL (AKA BRICKYARD TRAIL)
ELMWOOD RD TO WESTFALL RD
BRIGHTON, NY
Application ID: 8-2820-00187(0000)
Permit(s) Applied for: 1. Article 15 Title 5 Stream Disturbance
1. Article 24 Freshwater Wetlands
Project is located: in BRIGHTON in MONROE COUNTY
Project Description: The applicant proposes to construct a 0.8 mile shared use trail between Westfall Road and Elmwood Avenue to connect the Brighton Town Hall complex on Elmwood Avenue with Buckland Park and Westfall Road. The project will disturb approximately 0.39 acres of NYS Regulated Wetland (BR-9) and 0.61 acres of wetland adjacent area. Assessment for the wetland impacts 0.35 acres of open water areas will be created on-site.
Availability of Application Documents: Filed, application documents and Department draft permits where applicable are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.
State Environmental Quality Review (SEQR) Determination: Project is a Type II action and will not have a significant effect on the environment. A coordinated review with other involved agencies was performed and a Negative Declaration is on file.
SEQR Lead Agency: Brighton Town Board (Monroe Co)
State Historic Preservation Act (SHPA) Determination: A Structural Archaeological Assessment Form has been completed. The proposed activity will not impact on registered, eligible or inventoried archaeological sites or historic structures.
Availability For Public Comment: Comments on this project must be submitted in writing to the Contact Person no later than 10/08/2015 or 15 days after the publication date of this notice, whichever is later.
SE-24
02550671

Contact Person: JENNIFER L KURILOVITCH
NYSDEC
6274 E Avon-Lima Rd
Avon, NY 14414



Bayer Landscape Architecture, PLLC
19 North Main Street
Honeoye Falls, NY 14472

P: 585.582.2000
F: 585.582.2005

bayerla.com

Mr Michael Guyon, PE
Town Engineer
Town of Brighton Department of Public Works
2300 Elmwood Avenue
Rochester, New York 14618

Re: Bid Award Recommendation
Brickyard Trail Construction Project

Dear Mr. Guyon,

Bids for the Brickyard Trail Construction Project were due at 10:00 am on Thursday September 28, 2015 at the Town of Brighton. The bids were publicly opened at that time. Six (6) bids were received prior to this deadline.

Enclosed for your review and approval is a copy of the bid tabulations for all bidders. We have thoroughly evaluated the bid by the apparent low bidder, DiFiore Construction, and have determined them to be responsible and responsive, and that the contract price is fair and reasonable.

Bayer Landscape Architecture recommends that the Town of Brighton authorize the award of the Brickyard Trail Construction project including Alternate 5, Ipe Lumber for Half Gate, and Alternate 6, Hot-Dipped Galvanized Piles for Pedestrian Bridge, to DiFiore Construction in the amount of \$826,200.00.

If you have any questions, comments, or concerns, please contact me at (585)582-2000.

Sincerely,



Mark H. Bayer

| No. | Item | Villager | Ramsey | Ironwood Heavy Highway | CP Ward | Keeler | DiFiore |
|-----|---|-----------------------|-----------------------|------------------------|-----------------------|---------------------|---------------------|
| 1 | Mobilization, site preparation, demolition, erosion control, tree protection fencing, temporary construction entrance and accessways, temporary culvert creek crossing, and demobilization, including maintenance and protection of | \$210,500.00 | \$237,000.00 | \$138,711.00 | \$88,300.00 | \$62,000.00 | \$95,000.00 |
| 2 | Tree pruning, tree removal, general clearing and grubbing | \$40,700.00 | \$43,000.00 | \$125,000.00 | \$125,400.00 | \$54,000.00 | \$47,000.00 |
| 3 | Excavation, grading, and subgrade preparation for trail. | \$217,750.00 | \$170,000.00 | \$70,000.00 | \$92,800.00 | \$55,000.00 | \$82,000.00 |
| 4 | Stone dust trail installation including drainage piping and culverts, geotextile fabric, subbase material, and stone dust top. | \$316,700.00 | \$249,000.00 | \$250,000.00 | \$300,300.00 | \$255,000.00 | \$210,000.00 |
| 5 | Complete Pedestrian Bridge including helical piles, framing, decking, cable rails, concrete headwalls, and concrete aprons (including subbase material and geotextile fabric). | \$157,600.00 | \$148,000.00 | \$90,000.00 | \$135,000.00 | \$118,000.00 | \$115,000.00 |
| 6 | Elmwood Trailhead installation including all brick and concrete paving, subbase material, geotextile fabric, granite curbing, kiosk, signage, seat block, and rustic half gate. | \$78,400.00 | \$81,000.00 | \$80,000.00 | \$39,624.00 | \$80,000.00 | \$72,000.00 |
| 7 | Westfall Trailhead installation including all brick and concrete paving, subbase material, geotextile fabric, granite curbing, kiosk, signage, and rustic half | \$50,800.00 | \$52,000.00 | \$55,000.00 | \$28,610.00 | \$55,000.00 | \$45,000.00 |
| 8 | Major seating area at wetlands installation including subbase material, brick pavement, stone dust pavement, steel railway rail edging, steel edging, seat block, and interpretive signage | \$56,350.00 | \$47,000.00 | \$53,000.00 | \$43,956.00 | \$40,000.00 | \$40,000.00 |
| 9 | Wetland mitigation work including site preparation, earthwork, planting, and | \$52,400.00 | \$86,000.00 | \$300,000.00 | \$135,000.00 | \$61,000.00 | \$45,000.00 |
| 10 | Trail and Trailhead planting and seeding, including installation of all plant material and establishment of seed schedules. | \$128,000.00 | \$78,000.00 | \$50,000.00 | \$117,260.00 | \$43,000.00 | \$71,500.00 |
| | TOTAL | \$1,309,200.00 | \$1,191,000.00 | \$1,211,711.00 | \$1,106,250.00 | \$823,000.00 | \$822,500.00 |
| | Alternates | | | | | | |
| 1 | Frontage Enhancements at Elmwood Avenue | \$13,350.00 | \$14,000.00 | \$12,800.00 | \$13,090.00 | \$14,000.00 | \$11,000.00 |
| 2 | Elmwood Crossing Enhancements | \$13,180.00 | \$7,200.00 | \$3,100.00 | \$3,090.00 | \$8,000.00 | \$9,000.00 |
| 3 | Roby Drive Connection | \$33,140.00 | \$28,800.00 | \$1.00 | \$15,050.00 | \$25,000.00 | \$32,000.00 |
| 4 | Small Seating Area | \$20,340.00 | \$18,000.00 | \$20,300.00 | \$28,600.00 | \$17,000.00 | \$17,000.00 |
| 5 | Ipe Lumber for Half Gate | \$1,200.00 | \$2,544.00 | \$2,500.00 | \$2,300.00 | \$3,000.00 | \$2,200.00 |
| 6 | Hot-Dipped Galvanized Piles for Pedestrian Bridge | \$2,300.00 | \$26,688.00 | \$1,700.00 | \$30,200.00 | \$3,000.00 | \$1,500.00 |
| 7 | Off-Site Disposal of Chipped Woody Plant Material | \$16,600.00 | \$17,400.00 | \$15,500.00 | \$16,500.00 | \$17,000.00 | \$15,000.00 |
| | Total With Alts | \$1,409,310.00 | \$1,305,632.00 | \$1,267,612.00 | \$1,215,080.00 | \$910,000.00 | \$910,200.00 |

| Item | Unit | Villager | Ramsey | Ironwood Heavy Highway | CP Ward | Keeler | DiFiore |
|---|------|------------|------------|------------------------------|------------|------------|------------|
| Unclassified Excavation and Removal | CY | \$28.00 | \$23.00 | \$30.00 | \$24.00 | \$25.00 | \$16.00 |
| Tree Removal 6-12" DBH, Stump ground to 8" below exposed subgrade | EA | \$55.00 | \$60.00 | \$250.00 | \$236.25 | \$55.00 | \$50.00 |
| Tree Removal 12-18" DBH, Stump ground to 8" below exposed subgrade | EA | \$110.00 | \$120.00 | \$400.00 | \$393.75 | \$110.00 | \$100.00 |
| Tree Removal 18-24" DBH, Stump ground to 8" below exposed subgrade | EA | \$220.00 | \$240.00 | \$725.00 | \$714.00 | \$220.00 | \$200.00 |
| Tree Removal 24-36" DBH, Stump ground to 8" below exposed subgrade | EA | \$330.00 | \$360.00 | \$1,425.00 | \$1,459.50 | \$330.00 | \$300.00 |
| Tree Removal 36-48" DBH, Stump ground to 8" below exposed subgrade | EA | \$440.00 | \$480.00 | \$2,750.00 | \$2,782.50 | \$440.00 | \$400.00 |
| Tree Removal 48" and greater DBH, Stump ground to 8" below exposed subgrade | EA | \$550.00 | \$600.00 | \$3,050.00 | \$3,097.50 | \$550.00 | \$500.00 |
| Tree Removal 6-12" DBH, with Stump Removal | EA | \$55.00 | \$60.00 | \$200.00 | \$157.50 | \$55.00 | \$50.00 |
| Tree Removal 12-18" DBH, with Stump Removal | EA | \$110.00 | \$120.00 | \$350.00 | \$315.00 | \$110.00 | \$100.00 |
| Tree Removal 18-24" DBH, with Stump Removal | EA | \$220.00 | \$240.00 | \$650.00 | \$630.00 | \$220.00 | \$200.00 |
| Tree Removal 24-36" DBH, with Stump Removal | EA | \$330.00 | \$360.00 | \$1,200.00 | \$1,155.00 | \$330.00 | \$300.00 |
| Tree Removal 36-48" DBH, with Stump Removal | EA | \$440.00 | \$480.00 | \$2,300.00 | \$2,310.00 | \$440.00 | \$400.00 |
| Tree Removal 48" and greater DBH, Stump Removal | EA | \$550.00 | \$600.00 | \$2,700.00 | \$2,730.00 | \$550.00 | \$500.00 |
| Clearing and Grubbing (areas with trees and shrubs under 6" dbh) | SY | \$1.00 | \$10.80 | \$60.00 | \$52.50 | \$1.10 | \$9.00 |
| Erosion Control/ Silt Fence (installed per detail) | LF | \$3.00 | \$4.00 | \$10.00 | \$4.50 | \$3.35 | \$5.00 |
| NYS DOT Type 2 Subbase Stone (in place and compacted) | CY | \$50.00 | \$41.00 | \$30.00 | \$50.00 | \$56.00 | \$40.00 |
| No. 1 Crusher Run Limestone (in place and compacted) | CY | \$60.00 | \$53.00 | \$32.00 | \$48.00 | \$56.00 | \$110.00 |
| Bank Run Gravel (in place and compacted) | CY | \$50.00 | \$41.00 | \$25.00 | \$48.00 | \$40.00 | \$38.00 |
| Crushed Stone Top Course (in place and compacted) | CY | \$0.70 | \$80.00 | \$40.00 | \$52.00 | \$61.00 | \$110.00 |
| Geotextile Fabric (Miraf RS580i or approved equal) installed | SF | \$0.80 | \$63.00 | \$0.75 | \$0.20 | \$0.60 | \$0.65 |
| Imported Topsoil (placed and graded) | CY | \$55.00 | \$63.00 | \$45.00 | \$60.00 | \$65.00 | \$60.00 |
| Establishment of Turf (including fine grading and seeding) | SY | \$1.80 | \$1.50 | \$1.00 | \$1.45 | \$1.50 | \$1.35 |
| 6" Perforated Underdrain (installed per infiltration trench detail) | LF | \$11.00 | \$26.50 | \$25.00 | \$15.00 | \$10.50 | \$20.00 |
| 8" Perforated Underdrain (installed per infiltration trench detail) | LF | \$15.00 | \$29.50 | \$35.00 | \$16.00 | \$13.00 | \$22.00 |
| 8" Dia. Double Wall HDPE Trail Culvert (installed with 12" cover per detail) | LF | \$40.00 | \$38.00 | \$40.00 | \$16.00 | \$46.00 | \$100.00 |
| 12" Dia. Double Wall HDPE Trail Culvert (installed with 12" cover per detail) | LF | \$43.00 | \$39.00 | \$45.00 | \$24.00 | \$48.00 | \$110.00 |
| 18" Dia. Double Wall HDPE Trail Culvert (installed with 12" cover per detail) | LF | \$51.00 | \$41.00 | \$50.00 | \$36.00 | \$53.00 | \$120.00 |
| 24" Dia. Double Wall HDPE Trail Culvert (installed with 12" cover per detail) | LF | \$62.00 | \$46.00 | \$55.00 | \$48.00 | \$58.00 | \$130.00 |
| Stone Headwall for 12" Dia. HDPE Culvert, per detail | EA | \$200.00 | \$280.00 | \$500.00 | \$1,070.00 | \$725.00 | \$1,400.00 |
| Stone Headwall for 18" Dia. HDPE Culvert, per detail | EA | \$200.00 | \$300.00 | \$500.00 | \$1,130.00 | \$725.00 | \$1,600.00 |
| 18' Length, 5" OD Concrete Filled Steel Helical Pile with 12" Helix (as specified, installed) | EA | \$2,100.00 | \$2,080.00 | \$1,910.00 | \$1,820.00 | \$2,000.00 | \$1,735.00 |
| Additional 5' Length (beyond 18' length specified), 5" OD Concrete Filled Steel Helical Pile with 12" Helix (as specified, installed) | EA | \$470.00 | \$471.00 | \$435.00 | \$412.00 | \$435.00 | \$392.00 |
| 18' Length, 5" OD Concrete Filled Hot Dipped Galvanized Steel Helical Pile with 12" Helix (installed) | EA | \$2,225.00 | \$2,224.00 | \$2,040.00 | \$1,946.00 | \$2,100.00 | \$1,855.00 |
| Additional 5' Length (beyond 18' length specified), 5" OD Concrete Filled Hot Dipped Galvanized Steel Helical Pile with 12" Helix (installed) | EA | \$525.00 | \$522.00 | \$480.00 | \$457.00 | \$490.00 | \$435.00 |
| Standard Granite Curb (Type C, 16" x 5"), 7" reveal, installed per Monroe county DOT details | LF | \$55.00 | \$60.00 | \$40.00 | \$50.00 | \$43.00 | \$35.00 |
| Standard Granite Curb (Type C, 16" x 5"), 5' length transition, installed per Monroe county DOT details | EA | \$250.00 | \$300.00 | \$40.00 | \$250.00 | \$215.00 | \$35.00 |
| Standard Grey Granite Curb (4"x16"), installed per detail | LF | \$50.00 | \$60.00 | \$35.00 | \$50.00 | \$44.00 | \$32.00 |
| "Lac Du Bonnet" Granite Curb (4"x16"), installed per detail | LF | \$109.00 | \$127.00 | \$103.00 | \$60.00 | \$110.00 | \$90.00 |
| Dolomite Stone Boulders, 8"-24" HT X 18"-48"W x 36"-60"L (12-16 CF Typ.) | EA | \$150.00 | \$300.00 | \$100.00 | \$400.00 | \$50.00 | \$75.00 |
| Stone Boulder Wall, per wing wall detail | FF | \$250.00 | \$30.00 | \$300.00 | \$1,070.00 | \$1,600.00 | \$25.00 |

| Item | Unit | Villager | Ramsey | Ironwood Heavy Highway | CP Ward | Keeler | DiFlore |
|---|------|-------------|--------------|------------------------------|--------------|--------------|--------------|
| 11' Wide "Typical Stone Dust Trail" (Including excavation, geotextile fabric, complete stone subbase, and stone top course installed and complete per detail) | LF | \$45.00 | \$120.00 | \$70.00 | \$88.00 | \$60.00 | \$48.00 |
| 11' Wide "Typical Wetland Trail" with Supplemental Encapsulated Base (including excavation, geotextile fabric, complete stone subbase, complete supplemental stone base, and stone top course per detail) | LF | \$120.00 | \$195.00 | \$80.00 | \$90.00 | \$74.00 | \$52.00 |
| 6" Thick Reinforced Concrete Pavement (installed per detail) | SF | \$9.20 | \$14.00 | \$7.50 | \$8.00 | \$12.00 | \$12.00 |
| Brick Pavement, installed per detail | SF | \$25.00 | \$155.00 | \$27.00 | \$21.00 | \$24.00 | \$24.00 |
| Temporary Creek Crossing, installed per details | LS | \$15,000.00 | \$10,216.00 | \$15,000.00 | \$7,500.00 | \$13,000.00 | \$17,000.00 |
| Pedestrian Bridge Complete per details (including helical piles, framing, decking, cable rails, headwalls, and concrete aprons) | EA | \$58,000.00 | \$148,000.00 | \$85,800.00 | \$129,000.00 | \$118,000.00 | \$115,000.00 |
| Major Kiosk, installed per details | EA | \$17,400.00 | \$20,992.00 | \$14,500.00 | \$18,264.00 | \$20,000.00 | \$17,400.00 |
| Minor Kiosk, installed per details | EA | \$13,800.00 | \$16,617.00 | \$11,000.00 | \$14,458.00 | \$15,000.00 | \$13,800.00 |
| Interpretive Sign, installed per details | EA | \$4,260.00 | \$3,740.00 | \$4,300.00 | \$4,472.00 | \$2,000.00 | \$3,100.00 |
| Seat Block Complete, installed per detail | EA | \$5,446.00 | \$8,450.00 | \$6,800.00 | \$4,270.00 | \$2,850.00 | \$4,600.00 |
| Steel Railway Rail Edge Restraint Complete, installed per detail | LF | \$58.00 | \$95.00 | \$215.00 | \$86.00 | \$53.00 | \$150.00 |

EXHIBIT NO 19

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 6, 2015 from Chief of Police Mark T. Henderson regarding a request to amend the Table of Organization for the Police Department to reflect one Office Clerk II position and two Office Clerk 1 positions with authorization to promote Diane Monaghan to the newly added Clerk 1 position effective November 2, 2015 with her salary starting on said date at Group 4, Step 4 (\$49,522.20), be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the amendment of the Table of Organization for the Police Department to reflect one Office Clerk II position and two Office Clerk 1 positions and further authorizes the promotion of Diane Monaghan to the newly added Clerk 1 position effective November 2, 2015 with her salary starting on said date at Group 4, Step 4 (\$49,522.20).

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

October 6, 2015

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

RE: Clerk 1 Classification/Promotion

Dear Board Members:

I hereby request that the Secretary to the Chief of Police position, currently classified as a Civil Service Office Clerk 2 position in the organizational structure of the Police Department, be re-classified to the Civil Service classification of Clerk 1. A review of the distinguishing features of the work class shows that the current work performed in the position of Secretary to the Chief of Police is more aligned with those identified in the Civil Service title of Clerk 1.

I also request that the Authorized Table of Organization for the Police Department be amended to reflect two positions (2) at the title of Clerk 1 and one (1) position at the title of Office Clerk 2.

I further request that effective November 2, 2015, Diane Monaghan, Secretary to the Chief of Police be formally promoted to the position of Clerk 1. Diane is ranked #3 on the Monroe County Open-Competitive List OC-62919 for Clerk 1. I have consulted with Monroe County Civil Service and have determined that Diane Monaghan is eligible for promotion to Clerk 1. I also request that Diane Monaghan's annual salary be moved to Group 4, Step 4 (\$49, 522.20) of the Town of Brighton Non-Represented Employee Salary and Wage Schedule.

Respectfully,

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

Mark T. Henderson
Chief of Police

XC: Suzanne Zaso, Finance Director
Tricia Van Putte, Director of Personnel

EXHIBIT NO 20

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 14th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated October 9, 2015 from Finance Director Suzanne Zaso regarding a request to authorize the Supervisor to execute a renewal intermunicipal agreement with the County of Monroe to continue to participate in the Energy Aggregation Group for the purchase of natural gas and electricity, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a renewal intermunicipal agreement with the County of Monroe to continue to participate in the Energy Aggregation Group for the purchase of natural gas and electricity.

Dated: October 14, 2015

| | | |
|--------------------------------------|--------|-------|
| 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

October 9, 2015

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

Re: Monroe County Energy Aggregation Group Agreement Renewal

Dear Board Members:

The current intermunicipal agreement between the Town and Monroe County for co-operative purchasing of natural gas and electricity has expired on 8/31/15. The County has sent notice requesting a five year renewal. The Town's participation in this co-operative purchasing group has provided significant savings for the Town for the past 15 years.

I am recommending that the Town Board authorize the Supervisor to execute a renewal intermunicipal agreement with Monroe County to continue participation in the Energy Aggregation Group for the purchase of natural gas and electricity.

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.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne Zaso".

Suzanne Zaso
Director of Finance

Copy to: T. Keef
A. Banker