

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
November 24, 2015

Present:
Supervisor William Moehle
Councilmember Louise Novros
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 7:02 PM:

PRESENTATION/RECOGNITIONS:

Police Chief Mark Henderson
- *Swearing-in Ceremony of Brighton Police Officer Marcus Capeder*

OPEN FORUM:

Dennis Adams – 44 Glen Rd

APPROVAL OF AGENDA:

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

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

November 10, 2015 Town Board Meeting

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

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM: US Congresswoman Louise M. Slaughter dated November 9, 2015 Veterans Day 2015 remarks read at Town ceremony held November 11, 2015 at the Brighton Veterans Memorial.

FROM: Mrs. Tracie Glazer and students from the Hillel Community Day School dated November 9, 2015 thanking Supervisor Moehle for participating in their "Norry's Ark" dedication ceremony held November 6, 2015.

FROM: Bryon Kindlon to Supervisor regarding the proposed Whole Foods Plaza project.

Motion by Councilmember Louise Novros 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 – Has not met since the last Town Board meeting; Next mtg 11/30/15 at 4:30 PM at Brookside School.

Finance and Administrative Services – Met on 11/17/15; next meeting 12/1/15 at 3:30 PM in the Stage Conference Room at Town Hall.

Public Safety Services – Has not met since the last Town Board meeting; next meeting 12/8/15 at 8:00 AM in the Downstairs Meeting Room at Town Hall.

Public Works Services – Has not met since the last Town Board meeting; next meeting 12/5/15 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. 1 attached

MATTER RE: Set December 9, 2015 as the rescheduled date for Public Hearing regarding amending Incentive Zoning/Rezoning approval for the University of Rochester's South Campus Institutional Planned Development project to delay next traffic study update until late winter/early spring 2017 (*see Resolution #1 and letter dated November 2*).

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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Reappointment of Jerome Ludwig, David Whitaker and Diana Robinson to the Historic Preservation Committee effective January 1, 2016 through December 31, 2019 (*see Resolution #2*).

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Reappointment of Jerome Ludwig as Chairperson of the Historic Preservation Committee effective January 1, 2016 through December 31, 2017 (*see Resolution #3*).

Motion by Councilmember Louise Novros seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Reappointment of Andrew Spencer to the Architectural Review Board effective January 1, 2016 through December 31, 2018 (*see Resolution #5*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Reappointment of Daniel Cordova to the Planning Board effective January 1, 2016 through December 31, 2022 (*see Resolution #6*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Reappointment of Jeanne Dale to the Zoning Board of Appeals effective January 1, 2016 through December 31, 2020 (*see Resolution #7*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment of a particular person to fill an existing Police Officer vacancy within the Brighton Police Department effective November 30, 2015 pending successful completion of all necessary Officer training and testing requirements (*see Resolution #8 and letter dated November 13, 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 transfer \$45,100 into particular accounts to support additional funds to purchase road salt needed for balance of 2015 season and additional materials used for paving of the Operations Center and (*see Resolution #9 and letter dated November 13, 2015 from Timothy Anderson, Deputy Highway Superintendent*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to appropriate \$7,863.44 from proceeds of forfeited funds to Public Safety Facility Improvement account to support purchase of additional building video security cameras (*see Resolution #10 and letter dated November 12, 2015 from Police Chief Mark Henderson*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to amend agreement with General Code Inc. to increase the annual maintenance fee by \$200 to support mobile use of the Municipality Software program (see *Resolution #11 and letter dated November 12, 2015 from Michael Guyon, P.E. Town Engineer*).

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. 11 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Lifetime Benefit Solutions Inc. to administer services for the Employee Flexible Spending Account program (see *Resolution #12 and letter dated November 16, 2015 from Suzanne Zaso, Director of Finance*).

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute an amended agreement with the Jewish Community Center of Greater Rochester to extend usage of the Brighton High School pool on a month to month basis but not to exceed December 31, 2016 (see *Resolution #13 and letter dated November 17, 2015 from Rebecca J. Cotter, Recreation Director*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Set December 23, 2015 as Public Hearing date regarding proposed stop sign installation at Bonnie Brae Ave.(westbound) and Glen Ellyn Way (see *Resolution #14 and letter dated November 16, 2015 from Timothy Keef, P.E. Commissioner of Public Works*).

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 14 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Taser International to provide body worn cameras and all associated licensing and data storage service requirements (see *Resolution #15 and letter dated November 17, 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. 15 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with the University of Rochester for the Strong Employee Assistance Program for 2016 (*see Resolution #16 and letter date November 17, 2015 from Tricia VanPutte, Director of Personnel*).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 16 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with New York State Municipal Workers' Compensation Alliance (Comp Alliance) for employee workers' compensation benefits for 2016 (*see Resolutions #17A and #17B and letter dated November 17, 2015 from Suzanne Zaso, Director of Finance*).

Motion by Councilmember Louise Novros seconded by Councilmember Christopher Werner that the Town Board adopt the resolution (17A) as prepared by the Attorney for the Town as set forth in Exhibit No. 17A attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution (17B) as prepared by the Attorney for the Town as set forth in Exhibit No. 17B attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Wright Risk Management to provide administrative services to manage any pre-existing Worker's Compensation claims (*see Resolution #17 and letter dated November 17, 2015 from Suzanne Zaso, Director of Finance*).

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 18 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to amend the 2016 General Fund and Reserve Lighting Special District budgets (*see Resolution #18 and letter dated November 19, 2015 from Supervisor Moehle, Finance Director Suzanne Zaso and Budget Director Andrew Robinson*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

Expenses and Revenue for month ending October 31, 2015

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to receive and file the aforementioned report

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE ATTORNEY TO THE TOWN:

MATTERS OF THE TOWN CLERK:

MATTERS OF THE BOARD:

MOTION TO GO INTO EXECUTIVE SESSION AT 8:45 PM:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to go into executive session to discuss employment of a particular person and matters of litigation.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MOTION TO EXIT EXECUTIVE SESSION AT 10:20 PM:

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros to come out of executive session at 10:20 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

ADJOURNED AT 10:21 PM:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to adjourn at 10:21 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 24th day of November 2015 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

EXHIBIT NO 1

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

November 24, 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>1,770,638.72</u>
D - HIGHWAY		<u>453,406.46</u>
H - CAPITAL		<u>77,061.50</u>
L - LIBRARY		<u>172,599.35</u>
SF - FIRE DIST		<u>219,123.03</u>
SL - LIGHTING DIST		<u>12,863.86</u>
SS - SEWER DIST		<u>103,943.96</u>
TA - AGENCY TRUST		<u>3,172.96</u>
TE - EXPENDABLE TRUST		<u>410.49</u>
	TOTAL \$	<u>2,813,220.33</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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

WHEREAS, the Town Board previously received and filed correspondence dated October 23, 2016 from Town Planner Ramsey Boehner and correspondence dated September 29, 2015 from Executive Director and University Architect Jose A. Fernandez regarding a request to amend a condition of the Incentive Zoning approval for the University of Rochester's South Campus IPD by postponing the next required update to the traffic study from 2015 to the first quarter of 2017, and

WHEREAS, the Town Board previously set a public hearing to consider said amendment to be held on November 24, 2015 and

WHEREAS, as a result of a publication error notice of said public hearing was not timely published for the November 24, 2015 public hearing, now it is hereby

RESOLVED, that said public hearing is postponed until 7:00 pm on December 9, 2015, and the Town Clerk is directed to publish such notice of said public hearing as is required by law.

Dated: November 24, 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	_____

OFFICE OF THE TOWN CLERK

TOWN OF BRIGHTON



November 23, 2015

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

RE: Amendment to the University of Rochester, South Campus IPD Resolution , Schedule E-2
Condition 4

Honorable Supervisor and Members of the Town Board,

The University requests that the next required update to the traffic study be conducted in late Winter/early Spring 2017 and continued every five years thereafter. The May 27, 2015 South Campus IPD Resolution, Schedule E-2, Condition 4 requires the next update to the traffic study currently be conducted in 2015.

The original Public Hearing notice for this Hearing was not timely published; therefore, I request that the Public Hearing that was originally set for November 24, 2015 in this matter be rescheduled to December 9, 2015

Sincerely,

Daniel Aman
Town Clerk

DA:mah

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 28th day of October, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated October 23, 2015 from Town Planner Ramsey Boehner and correspondence dated September 29, 2015 from Executive Director and University Architect Jose A. Fernandez regarding a request to amend a condition of the Incentive Zoning approval for the University of Rochester's South Campus IPD by postponing the next required update to the traffic study from 2015 to the first quarter of 2017, be received and filed; and be it further

RESOLVED, that the Town Board hereby sets a public hearing to be held at Brighton Town Hall, 2300 Elmwood Avenue, in the Town of Brighton, County of Monroe on November 24, 2015 at 7:00 pm or as soon thereafter as it can be held to consider an amendment of Schedule E-2, Condition 4 of the Incentive Zoning resolution adopted by the Town Board on May 27, 2015 for the University of Rochester's South Campus IPD by postponing the next required update to the traffic study from 2015 to the first quarter of 2017, and it is further

RESOLVED, that the Town Clerk post and publish such notice of said public hearing as is required by law.

Dated: October 28, 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

October 23, 2015

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

Re: Amendment to University of Rochester, South Campus IPD Resolution, Schedule E-2,
Condition 4

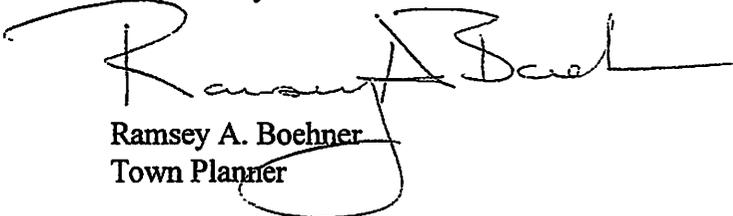
Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this communication and the attached letter from Jose A. Fernandez, University of Rochester, dated September 29, 2015.

The University requests that the next required update to the traffic study be conducted in late Winter/early Spring 2017 and then continued every five years thereafter. The May 27, 2015 South Campus IPD Resolution, Schedule E-2, Condition 4. requires the next update to the traffic study be conducted in 2015.

I further recommend that a public hearing be scheduled regarding the proposed amendment to Schedule E-2, Condition 4 of the South Campus IPD Resolution.

Respectfully Submitted



Ramsey A. Bochner
Town Planner

cc: T. Keef

attachment





RECEIVED
OCT 07 2015
TOWN OF BRIGHTON
BUILDING & PLANNING

Ramsey Boehner
Town Planner
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618

September 29, 2015

RE: Timing of Upcoming Traffic Study

Dear Ramsey,

On Sept. 17, 2015 we held a meeting with the Town of Brighton, the City of Rochester, Monroe County DOT, and State DOT to discuss changing the timing of the next update to the traffic study as required for the South Campus IPD and for the Rochester PD. The next scheduled update is 2015.

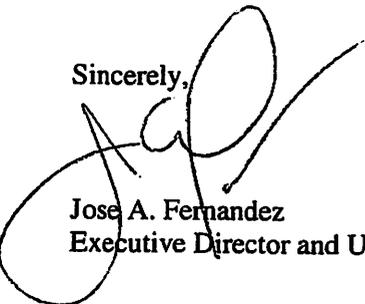
The purpose of the ongoing traffic studies is to provide information to identify areas of congestion and help in developing mitigation plans for our incremental development. Both the County and State have major traffic mitigation road projects in process over the next 18 months. Additionally, the trips that will be generated by several major projects (College Town, City Gate and the Imaging Facility) will not be fully realized for the same period. These circumstances would materially distort any traffic data collected over the next 18 months.

Over the next two years the University contemplates two new facilities: an undergraduate residence hall and athletic support facility and a minor expansion of the Laser Lab. Both of these would have little to no impact on the traffic system once complete.

The team concluded that the two facilities contemplated at the University would not have any substantive effect on traffic and therefore the timing of the traffic study update. They all agreed the current road improvements and completion of College Town, City Gate, and the Imaging Building will have a significant effect on traffic flows and volumes. Based on this it was unanimously agreed it would be in the best interest for all to defer the required traffic study to late Winter or early Spring 2017.

As the Town Board was lead agency for the IPD Rezoning, any change to the requirements of the IPD Resolution will require their approval. We request a resolution be prepared for presentation at an upcoming Board meeting to seek the Board's approval to delay the traffic study update to late Winter/early Spring 2017 and then to continue every five years thereafter.

Sincerely,



Jose A. Fernandez
Executive Director and University Architect

Schedule E-1

1. That, prior to the amendment of the Zoning Map for the Town of Brighton, the University shall execute and deliver an amenity agreement for the purpose of formalizing the agreement between the University and Town relative to the amenities being offered in connection with the Incentive Zoning/Rezoning Application, which amenity agreement shall be substantially in the form set forth in Schedule D.

Schedule E-2

1. That, the University shall provide maintenance on the drainage amenities set forth in Schedule D. In the event of any emergency, the Town may perform any necessary repairs to such improvements and the University shall reimburse the Town for such repairs, should the need arise.

2. That, prior to the issuance of any permits the University shall execute and deliver a Storm Water Maintenance Agreement inclusive of the drainage amenities to the Town.

3. That, prior to the issuance any Certificate of Occupancy for any residential development within the IPD Lands, the emergency access road shall be designed and constructed consistent with NYS Fire Code requirements.

4. That, the University shall update the Traffic Impact Study (TIS), dated July 2013, prepared by T.Y. Lin International every five years to monitor potential traffic impacts and identify commensurate traffic mitigation starting in 2015. In addition, the Town can request and the University shall provide as part of the SEQRA process for any individual project, an updated traffic analysis/TIS, depending upon the size and nature of the proposed project. The Town may review and hire an independent consultant to review any required traffic analysis/TIS. The Town review fees shall be paid for by the University.

5. That, prior to the issuance of the Certificate of Occupancy, the University shall obtain the necessary emergency access easement from RG&E.

6. That, the conditions set forth herein may be altered, modified and/or removed only upon written consent of the Town Board of the Town of Brighton and the Applicant.

7. That, any agreements required to be executed under the terms of these Conditions, shall be in form and substance as may be approved by the Attorney for the Town.

8. That, prior to the issuance of any permits, the applicant shall execute and deliver an agreement under which the applicant, its successors and assigns, agree not to convert any residential facilities, or to permit them to be converted, into condominium form of

ownership. This agreement shall be executed in the same manner as a deed and shall be recorded in the office of the Monroe County Clerk and shall be in form and substance as may be approved by the Attorney to the Town. In the event the facility is converted to condominium ownership, the incentive zoning approval of the Town and this incentive zoning resolution shall immediately terminate and be of no further effect, except that the donation of the approximately 42.55+/- acres, more particularly described by deed recorded in the Monroe County Clerk's Office in Book 08493, Page 0116, to the Town shall not be affected and such 42.55+/- acres shall remain the property of the Town, and to the fullest extent permitted by law, the property taxes, and all other ad valorem charges or assessments on the facility shall continue to be assessed as if the facility were not held in condominium ownership, and all cash payments due under the Amenity Agreement to the Town shall continue to be timely paid by the University

9. That, if any or one or more of the conditions or requirements or any portion thereof which are set forth in this Resolution are determined by a Court of competent jurisdiction to be contrary to law, such condition or requirement, or portion thereof, shall NOT be deemed and construed to be severable from the remaining conditions and requirements which are herein contained and the same SHALL affect the validity of the Resolution or the validity of the remaining conditions and requirements, or portions thereof, provided however that in no event shall the validity of the Donation Agreement for the 42.55+/- acres by and between the Town and the University for the donation of the 42.55+/- acres, or the validity of the donation of the 42.55+/- acres by the University the Town be affected by the provisions of this Paragraph 9, in the event that one or more of the conditions, or requirements or any portion thereof are determined to be contrary to law, and to the extent that any buildings constructed on the IPD Lands have been constructed at such time, all amenities to be provided by the University and all cash amenities to be paid by the University shall continue to be obligations of the University.

10. That, prior to the issuance of any permit the University shall furnish a letter of credit in a form and issued by an entity approved by the Town which represents the estimated cost of constructing the drainage amenities as set forth in Schedule D. The University shall submit, for review and approval by the Town, an itemized engineer's estimate based on a concept plan for all improvements. The approved engineer's estimate will be used as the basis for the letter of credit. The University will provide to Town for review and approval design drawings, and supporting calculations and documentation for the drainage amenities as set forth in Schedule D.

11. That, prior to the issuance of any Temporary or Final Certificate of Occupancy, construction of the amenities shall commence.

**Schedule F
Incentives**

1. That, upon the satisfaction of the conditions listed in Schedule E-1, the South Campus IPD District Regulations shall take effect to serve as the governing district regulations of the IPD land and the zoning map of the Town will be updated to reflect the IPD zoning.

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby reappoints Jerome Ludwig, David Whitaker and Diana Robinson to the Historic Preservation Commission for a term effective January 1, 2016 and expiring December 31, 2019.

Dated: November 24, 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 the 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby reappoints Jerome Ludwig as chairperson of the Historic Preservation Commission for a term effective January 1, 2016 and expiring December 31, 2017.

Dated: November 24, 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 the 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby reappoints Andrew Spencer to the Architectural Review Board for a term effective January 1, 2016 and expiring December 31, 2018.

Dated: November 24, 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 the 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby reappoints Daniel Cordova to the Planning Board for a term effective January 1, 2016 and expiring December 31, 2022.

Dated: November 24, 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 the
24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby reappoints Jeanne Dale to the
Zoning Board of Appeals for a term effective January 1, 2016 and expiring
December 31, 2020.

Dated: November 24, 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 the 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated November 13, 2015 from Chief of Police Mark T. Henderson regarding a request to appoint John E. Starr as a Police Officer effective November 30, 2015 for a probationary period of 78 weeks contingent upon the successful completion of the Monroe County Police Academy and all testing, evaluation and approval as required by the Town of Brighton and the County of Monroe Civil Service Commission, be received and filed; and be it further

RESOLVED, that the Town Board hereby appoints John E. Starr as a Police Officer effective November 30, 2015 for a probationary period of 78 weeks contingent upon the successful completion of the Monroe County Police Academy and all testing, evaluation and approval as required by the Town of Brighton and the County of Monroe Civil Service Commission.

Dated: November 24, 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



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

Mark T. Henderson
Chief of Police

November 13, 2015

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

Re: Conditional Offer of Employment: John E. Starr

Dear Board Members:

There currently exists one Police Officer vacancy within the Brighton Police Department. I am recommending that John E. Starr be hired to fill this vacancy.

Mr. John E. Starr is currently ranked #29, in the 95 band, on a Civil Service list of eligible candidates for Deputy Sheriff Road Patrol/Police Officer, list OC-69535. John E. Starr is a graduate of the State College of New York at Brockport and holds a Bachelor of Science Degree in Criminal Justice and a Bachelor of Arts Degree in International Business and Economics. On October 28, 2015 the Honorable Town Board authorized a Conditional Offer of Employment to John E. Starr to conduct pre-employment testing and processing.

I hereby request that John E. Starr be appointed as a Police Officer effective November 30, 2015 at a starting salary of \$55,550.00 in accordance with Article 8 of the Collective Bargaining Agreement between the Town of Brighton and the Brighton Police Patrolman's Association. This appointment is contingent upon the successful completion of the Monroe County Police Academy and all testing, evaluation, and approval as required by the Town of Brighton and the Monroe County Civil Service Commission and will be effective November 30, 2015 for a probationary period of seventy-eight (78) weeks.

Respectfully,

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

Mark T. Henderson
Chief of Police

xc: Suzanne Zaso, Director of Finance
Tricia Van Putte, Director of Personnel
Daniel Aman, 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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated November 13, 2015 from Deputy Highway Superintendent Timothy J. Anderson regarding a request to transfer a total of \$45,100.00 as detailed in his correspondence to support additional purchase of road salt needed for the balance of this calendar year and additional materials used for paving of the Operations Center and, be received and filed; and be it further

RESOLVED, that the Town Board hereby approves the transfer of funds totaling \$45,100.00 as detailed in the above correspondence.

Dated: November 24, 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

Operations Center

1941 Elmwood Ave. / Rochester, New York 14620 / Phone (585) 784 - 5280 Fax (585) 784 - 5385

November 13, 2015

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

Re: Transfer of funds: Paving of Operations Center, Salt - Untreated

Honorable Members:

I recommend that a transfer be approved from the following:

General – Parks – Highway Equipment (A.HWY.7110 2.30) in the amount of \$1,100
and
Highway – Road Repair – Storm Sewer Construction (D.HWY.5110 2.80) in the amount of \$25,000
and
Highway – Road Repair – Road Materials (D.HWY.5110 4.16) in the amount of \$19,000

To the following:

General – HWY/SWR Facility – Facility Improvements (A.HWY.5132 2.60) in the amount of \$1,100
and
Highway – Snow/Ice Control – Salt & Abrasives (D.HWY.5142 4.09) in the amount of \$44,000

The funds are proposed to be used to cover overage in materials used in paving of Operations Center and to purchase an additional 900 ton of road salt for the balance of this year. I am available to answer any questions if needed.

Sincerely,

Timothy J. Anderson
Deputy Highway Superintendent

Cc: M. Hussar
S. Zaso
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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated November 12, 2015 from Chief of Police Mark T. Henderson regarding a request to approve the use of forfeited funds totaling \$7,863.44 for the purchase and installation of additional security cameras in the Public Safety Wing, be received and filed; and be it further

RESOLVED, that the Town Board hereby approves the use of forfeited funds totaling \$7,863.44 for the purchase and installation of additional security cameras in the Public Safety Wing all as detailed in the above referenced correspondence.

Dated: November 24, 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

November 12, 2015

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

RE: Use of Forfeited Funds to purchase additional building video security cameras

Dear Board Members:

A video surveillance system was recently added to the Public Safety Wing utilizing seized funds. A review of the current camera coverage shows there to be an area outside the police facility that does not have adequate camera coverage. The original vendor has proposed adding three additional cameras that will provide adequate camera coverage. Day Automation has provided an estimate of \$7,863.44 that will cover the cost and installation of the cameras.

I propose that the "Proceeds of Forfeited Property" be used to fund this request. I have consulted with the United States Attorney's Office and they concur that the use of seized forfeiture asset funds for this purpose is an appropriate use. I request that appropriations in account **A.POLCE.3125 2.60** Facility Improvements be increased by \$7,863.44. The total expenditure of \$7,863.44 will be fully supported with the use of Forfeited Property account **A.889.JSTCE**.

Respectfully,

Mark T. Henderson
Chief of Police

Day Automation

dayautomation.com

HVAC & Access Control | Video Surveillance | Utility Metering

October 20, 2015

J.P. O'Brien
Brighton Police Department
2300 Elmwood Avenue
Rochester, New York
14618

Re: Three additional exterior cameras for the Brighton Police Department.

Mr. O'Brien,

Day Automation is pleased to provide the following proposal for your review and approval.

Project Summary:

Three additional exterior wall mount 5MP cameras are being proposed for the Brighton Police Department rear entrance and adjacent parking area.

Scope of Work:

- Supply and setup (3) Exterior wall mount, 5MP cameras.
- Includes all required cable, cable terminations and connections.
- Includes (3) Avigilon Camera connection license.
- Provide connection to (3) available POE Network Switch ports on the previously purchased 28 port network POE Switch and associated patch panel.

Clarifications and Exclusions:

- All required system programming, testing, and system commissioning performed by Day Automation.
- All cable and associated cable terminations furnished and installed by Day Automation.
- Provide connection to previously purchased 28 port Network POE switch. It is assumed there are three available POE network switch ports available for the proposed camera connection.
- All network connectivity and static IP addresses will be provided by the customer.
- All work to be performed during regular business hours (7:00AM to 3:30PM, Monday – Friday, excluding holidays).
- Day Automation technicians assume either free access or escorted access to all required areas of the facility during the installation.
- Includes 1 year warranty.
- Prices quoted herein will be honored for a period of 60 days.
- Sales or use tax not included
- **Note: adding the (3) proposed cameras will require modification of the existing video server recording parameters in order to not exceed the video server bandwidth throughput limitations.**

System Engineering to include the following:

- Submittals to include site specific riser diagrams, termination details, floor plans showing device locations and spec sheets. Day Automation requires the customer to furnish facility drawings in order to provide system As-Built drawings.
- Warranty, Close-Out Documentation.

Headquarters 7931 Rae Blvd Victor, NY 14564	Syracuse 102 Newbury Hollow Lane Syracuse, NY 13210	Elmira 707C Chemung St Elmira, NY 14845	Albany 23 Computer Dr Albany, NY 12205	New Paltz 594 Route 299 Highland, NY 12528
--	--	--	---	---

585-924-4630

800-836-0969

Fax 585-924-4698

Day Automation

dayautomation.com

Project management / Field Implementation:

- Coordinate the implementation of the project with the customer.
- Programming.
- Field testing.

Project Cost.....\$7,863.44

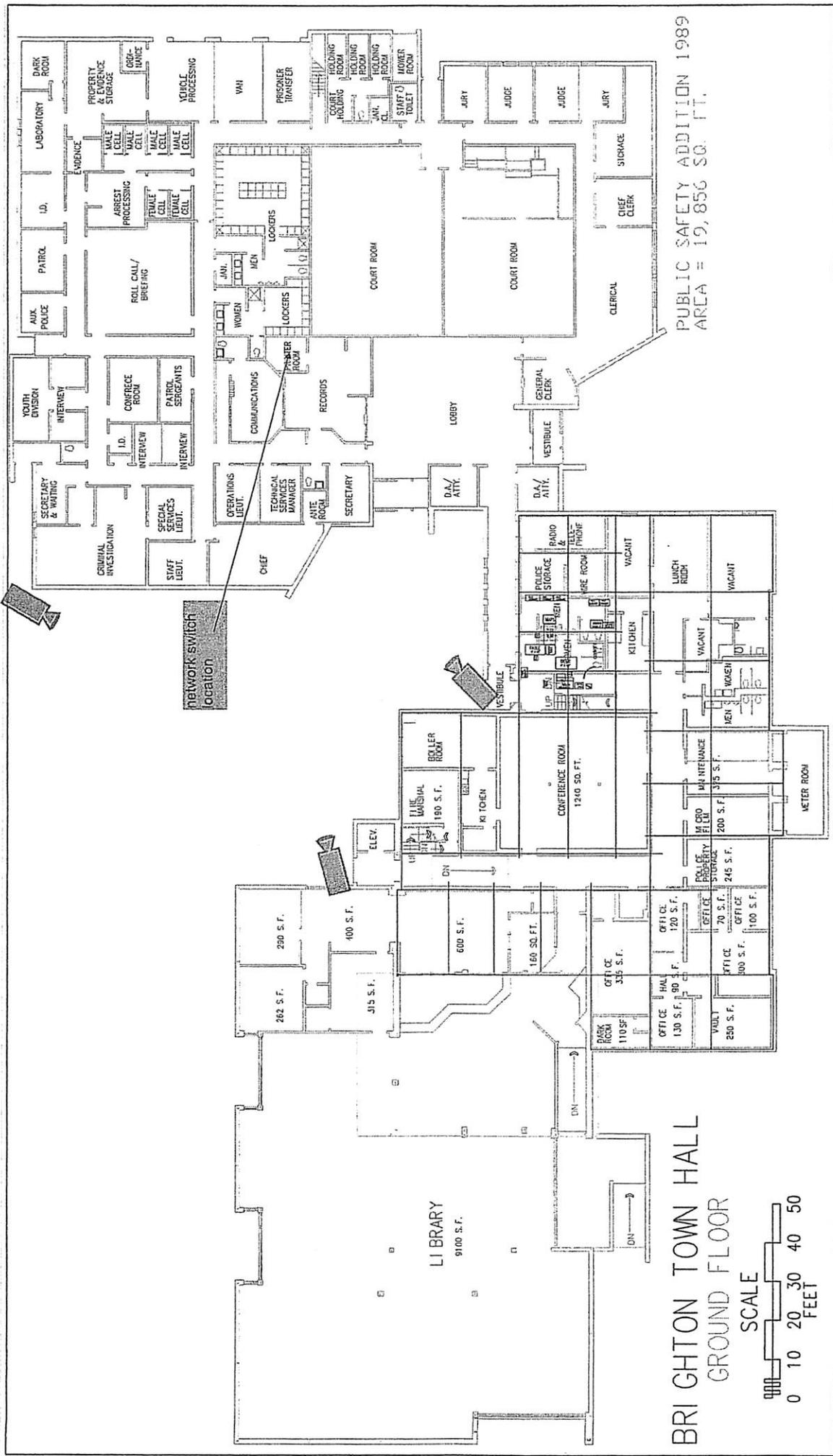
Please be advised that this proposal was prepared and is in strict accordance with the requirements of Day Automation Systems' NYS OGS contract PT-64059.

Please contact me if you have any questions, or would like additional information.

Sincerely,

Eric Hylbert

Eric Hylbert
Day Automation
Account Executive
(585) 851-1532 Cell
(585)924-4698 Fax
eric.hylbert@dayautomation.com



PUBLIC SAFETY ADDITION 1989
 AREA = 19,856 SQ. FT.

BRIGHTON TOWN HALL
 GROUND FLOOR



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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated November 12, 2015 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute an amendment to the Town's current contract with General Code for additional mobile software support for the Municipality software at an annual additional cost of \$200.00, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an amendment to the Town's current contract with General Code for additional mobile software support for the Municipality software at an annual additional cost of \$200.00.

Dated: November 24, 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

November 12, 2015

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

Re: Muncity
Remote Access

Dear Councilperson Werner and Committee Members:

The Town of Brighton entered into an agreement in July 2012 with General Code to install and implement General Code's Muncity® Integrated Parcel Management Solution software. This agreement included an annual maintenance fee for the Muncity Software Assurance Plan in the amount of \$7,532.00. The assurance plan includes advice for procedural questions, regular software updates (2 to 4 times per year), software fixes for problems encountered, and support for restoring the system to a production state after hardware failures or power outages. The building department would like to initiate the use of Muncity for "in-the-field" operations. The maintenance fee in our agreement did not include support for the mobile use of Muncity. General Code submitted a quote of \$200 to provide this support. We are requesting to increase the Muncity agreement annual maintenance fee by \$200 to include support for the mobile use of Muncity.

I am requesting that FASC recommend that the Town Board modify the existing Muncity July 18th 2012 agreement to increase the annual maintenance fee for the Muncity Software Assurance Plan by \$200.00.

I will be in attendance at your regularly scheduled November 17, 2015 meeting in the event that you have any questions regarding this correspondence. 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 Keef
Ramsey Bohner

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated November 16, 2015 from Finance Director Suzanne E. Zaso regarding a request to authorize the continuation of an agreement with Lifetime Benefit Solutions, Inc. to administer the employee flexible spending accounts at no increase in pricing from current charges, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the continuation of an agreement with Lifetime Benefit Solutions, Inc. to administer the employee flexible spending accounts at no increase in pricing from current charges and directs the Finance Director to send correspondence to the vendor confirming the same.

Dated: November 24, 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

November 16, 2015

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

Re: Flexible Spending Administration - Lifetime Benefit Solutions, Inc.

Dear Honorable Members:

I am requesting that the Town Board authorize the continuation of the services of Lifetime Benefit Solutions Inc. for the administration of employee flexible spending accounts. There currently is no change in the 2015 pricing with an annual compliance service fee of \$325 and a monthly fee of \$3.00 per participant.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne E. Zaso", written in a cursive style.

Suzanne E. Zaso
Director of Finance

Cc: Tricia VanPutte, Director of Personnel

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated November 17, 2015 from Director of Recreation Rebecca J. Cotter regarding a request to authorize the Supervisor to execute an extension to the Town's contract with the Jewish Community Center of Greater Rochester regarding the continuing use of the Brighton High School pool on a month to month basis to end no later than December 31, 2016, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an extension to the Town's contract with the Jewish Community Center of Greater Rochester regarding the continuing use of the Brighton High School pool on a month to month basis to end no later than December 31, 2016.

Dated: November 24, 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

November 17, 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 amendment to the existing contract with The Jewish Community Center of Greater Rochester for the use of the Brighton High School Pool.

This amendment will allow for the continued JCC Member use of the Brighton High School Pool during Town of Brighton scheduled swim programs on a month to month basis pending monthly approval from Brighton Central School District up to the completion of the JCC Pool Construction Project, but not to exceed December 31, 2016. 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 Cotter

Rebecca J. Cotter
Recreation Director
Town of Brighton

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated November 16, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to set a public hearing to consider the installation of a new stop sign at the intersection of Bonnie Brae Avenue (westbound) and Glen Ellyn Way, be received and filed; and be it further

RESOLVED, that the Town Board hereby sets a public hearing for December 23, 2015 at 12:00 pm or as soon thereafter as the matter can be heard to consider the installation of a new stop sign at the intersection of Bonnie Brae Avenue (westbound) and Glen Ellyn Way and directs the Clerk of the Town to publish and disseminate such notice of said public hearing as is required by law.

Dated: November 24, 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

November 16, 2015

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

Re: Proposed Stop Sign Installation at Bonnie Brae Avenue (westbound) and Glen Ellyn Way

Dear Supervisor Moehle and Town Council Members:

The Department of Public Works has reviewed the above intersection pursuant to recent discussions with residents of the area. Concerns were raised relative to controlling traffic entering the area from South St. Regis Drive, Sonora Parkway and Bonnie Brae Avenue, as these three streets converge in relatively close proximity to each other. Based upon said review the following is recommended:

- 1) a stop sign be installed at the Bonnie Brae Avenue/Glen Ellyn Way intersection for traffic traveling westbound on Bonnie Brae Avenue, and
- 2) the existing yield sign at the Bonnie Brae Avenue (westbound)/Glen Ellyn Way intersection be removed and prior Town Board approval be rescinded.

The installation of a stop sign at this location will serve to minimize any confusion that may exist, thereby increasing the safety of the public at this location.

I would therefore ask that the Town Board receive and file this communication, that a public hearing be set for this matter and that the requisite notification be sent out. As always, your consideration of matters such as this is greatly appreciated.

Very truly yours,



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

TEK/wp

cc: T. Anderson
C. Roth
M. Henderson
D. Aman
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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated November 17, 2015 from Chief of Police Mark T. Henderson regarding a request to authorize the Supervisor to execute a five year contract with Taser International for professional services, data storage, licenses and equipment for the Brighton Police Department's new body camera program for a total cost of \$165,596.72, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a five year contract with Taser International for professional services, data storage, licenses and equipment for the Brighton Police Department's new body camera program for a total cost of \$165,596.72 subject to the review and approval of said contract by the Attorney to the Town.

Dated: November 24, 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

November 17, 2015

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

RE: Taser Axon Body Worn Cameras and Digital Evidence Storage on Evidence.com

Dear Board Members:

The Brighton Police Department recently conducted a pilot program that tested a number of body worn cameras. The products that were tested included the brands Viewu, Taser, Prima Facie and Vid Cam. The products were tested and evaluated on the cameras' ease of use, battery life, functionality and digital storage (*capability, usability, deploy ability and maintainability*). An end user committee of police officers was established and the body worn cameras were circulated amongst the group. Each officer completed a product evaluation report and the cameras were rated. At the conclusion of the testing phase a meeting was held with the end user committee to determine the best product that met the needs of the Brighton Police Department. The end user committee ranked the Taser Axon Body Worn Camera #1 and the Prima Facie Body Worn Camera #2, Viewu came in third and Vid Cam came in last.

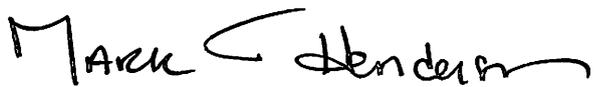
The second phase of the evaluation looked at the storage of the digital evidence created by the body worn cameras. A number of solutions were evaluated at the administrative level. The solutions included the purchase and maintenance of a dedicated computer storage server (and required monthly firewall and virus protection needs), contracting with a 3rd party vendor for "cloud based" digital storage only and contracting with a vendor for professional services that include the storage of digital evidence and the ability to remotely access the digital evidence utilizing remote access controls and a digital "chain of evidence."

The Prima Facie company contracts with a 3rd party vendor for the storage of digital evidence. This service requires a dedicated staff person to ensure the transmission of the digital evidence and the indexing of files.

Taser Axon has their own proprietary and "sole source" digital storage and data management software service called SaaS "that allows police agencies to manage and share digital evidence without the need for local storage infrastructure or software" (source: Taser Sole Manufacturer Letter for Taser International, Inc.'s Conducted Electrical Weapons, on-Officer Cameras and Evidence.com Data Management Solutions October 13, 2015).

I am requesting that the Honorable Town Board authorize the Town Supervisor the authority to enter into a 5-year professional services agreement/contract with Taser International to provide for the purchase of 37 camera body worn cameras (with an upgrade to 37 new cameras in year 2.5), six 6-bay docking stations, Evidence.com Unlimited Licensing and Evidence.com unlimited storage for a total cost of \$165,596.72.

Respectfully,

A handwritten signature in black ink that reads "Mark T. Henderson". The signature is written in a cursive style with a large, sweeping initial "M".

Mark T. Henderson
Chief of Police

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 888-843-4309

David Catholdi
 585-784-5103
 david.catholdi@townofbrighton.org



TASER

Quotation

Quote: Q-41733-1
Date: 11/4/2015 2:25 PM
Quote Expiration: 12/31/2015
Contract Start Date*: 11/15/2015
Contract Term: 5 years

Bill To:
 Brighton Police Dept. - NY
 2300 ELMWOOD AVE.
 ROCHESTER, NY 14618
 US

Ship To:
 David Catholdi
 Brighton Police Dept. - NY
 2300 ELMWOOD AVE.
 ROCHESTER, NY 14618
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Colin Fine	480-463-2167	cfine@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Body 2 & Evidence.com Year 1 Due
 Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
36	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 14,364.00	USD 0.00	USD 14,364.00
6	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 8,970.00	USD 6,279.00	USD 2,691.00
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
36	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 34,128.00	USD 14,400.00	USD 19,728.00
720	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Body 2 & Evidence.com Year 1 Due Net 30 Total Before Discounts:						USD 58,758.00
Body 2 & Evidence.com Year 1 Due Net 30 Net Amount Due:						USD 38,079.00

Evidence.com Year 2 Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
36	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 34,128.00	USD 3,600.00	USD 30,528.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
720	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
Evidence.com Year 2 Due 2017 Total Before Discounts:						USD 35,424.00
Evidence.com Year 2 Due 2017 Net Amount Due:						USD 31,824.00

Evidence.com Year 3 Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
36	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 34,128.00	USD 3,600.00	USD 30,528.00
720	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
Evidence.com Year 3 Due 2018 Total Before Discounts:						USD 35,424.00
Evidence.com Year 3 Due 2018 Net Amount Due:						USD 31,824.00

Evidence.com Year 4 Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
36	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 34,128.00	USD 3,600.00	USD 30,528.00
720	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
Evidence.com Year 4 Due 2019 Total Before Discounts:						USD 35,424.00
Evidence.com Year 4 Due 2019 Net Amount Due:						USD 31,824.00

Evidence.com Year 5 Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
36	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 34,128.00	USD 3,600.00	USD 30,528.00
720	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,296.00	USD 0.00	USD 1,296.00
Evidence.com Year 5 Due 2020 Total Before Discounts:						USD 35,424.00
Evidence.com Year 5 Due 2020 Net Amount Due:						USD 31,824.00

Subtotal	USD 165,375.00
Estimated Shipping & Handling Cost	USD 221.72
Grand Total	USD 165,596.72

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Please sign and email to Colin Fine at cfine@taser.com or fax to 888-843-4309

THANK YOU FOR YOUR BUSINESS!

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17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

October 13, 2015

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for TASER International, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

TASER International, Inc. (TASER), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon® brand products. TASER is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of CT, DE, FL, GA, HI, IL, IN, MA, MD, ME, MN, MS, NH, NJ, NY, OK, OR, PA, RI, TX, VA, VT, WI, WV, and the District of Columbia. TASER is also the sole developer and offeror of the Evidence.com data management services.¹

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder

¹ Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart cartridge Model: 22153
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
7. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
10. TASER Simulation Suit II Model 44550

TASER Digital Evidence Solution Description

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Evidence.com Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the

East and West regions of the United States

- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Evidence Mobile Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Mobile Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
2. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
3. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
4. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
5. Axon Flex Controller Model: 73001
6. Axon Flex USB Sync Cable/Wall Charger Model: 73004
7. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
8. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
9. Axon Flex Cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
 - Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060
10. Evidence.com Dock Models:
 - Evidence.com Dock – Individual Bay and Core Model: 70023
 - Evidence.com Dock – 6-Bay and Core Model: 70026
 - Core Model: 70027
 - Individual Bay Model: 70028
 - Wall Mount Bracket Assembly Model: 70033

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

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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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated November 17, 2015 from Director of Personnel Tricia Van Putte regarding a request to authorize the Supervisor to execute a contract with Strong EAP to provide services for the Town's Employee Assistance Program for 2016 at no increase in pricing from the current year's contract, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Strong EAP to provide services for the Town's Employee Assistance Program for 2016.

Dated: November 24, 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	_____



November 17, 2015

Honorable Town Board
Finance and Administrative Services Committee

RE: Strong EAP Contract for 2016

Dear Honorable Members,

I respectfully request your review and approval of the 2016 Employee Assistance Program (EAP) contract with the Strong EAP of the University of Rochester Medical Center.

The cost for 2016 is a fixed rate of \$22.18 per employee, based on a total of 200 employees. This represents a 0% increase over the rate of \$22.18 for 200 employees for the current contract for 2015.

The total contract amount for 2016 is proposed at \$4,436.00 for 12 months, or an increase of \$0 from the current 2015 EAP contract amount of \$4,436.00.

Strong EAP has been our EAP consultant since 2008 and they have provided the Town and our employees with excellent service. I recommend that this agreement be approved, and that the Supervisor be authorized to sign said agreement.

Sincerely,

A handwritten signature in black ink, appearing to be "Tricia Van Putte", written over a small circular mark.

Tricia Van Putte
Director of Personnel

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter "the Plan"); and

WHEREAS the Town of Brighton is eligible for membership in the Plan;
and

WHEREAS the Town of Brighton has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interests of the Town of Brighton to participate therein; now, therefore, be it

RESOLVED that the Town of Brighton enter into membership in the Plan effective January 1, 2016 pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED, that the Supervisor be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the Town of Brighton; and be it further

RESOLVED, that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved.

A MOTION was made by _____ and seconded by _____ to adopt the above resolution by the Town Board of the Town of Brighton at its November 24 meeting.

Dated: November 24, 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	_____

NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE

PLAN DOCUMENT

ARTICLE I: DEFINITIONS

1. "Plan" or "the Alliance" shall mean the New York State Municipal Workers' Compensation Alliance Plan for Workers' Compensation, as provided for herein or as may hereafter be provided for by amendment.
2. "Municipal Corporation" shall have the meaning as defined in Sections 2 and 6-n of the General Municipal Law.
3. "Plan member" or "member" shall include a Town, County, City, Village, District Corporation, County or Town Special District governed by a separate Board of Commissioners, Board of Cooperative Educational Services, School District as defined by the Education Law, or other Municipal Corporation.
4. "Trustee" may include a managerial employee of a Plan member, of the Plan Administrator, or of the Plan Manager.
5. "Plan Manager" shall mean Wright Risk Management Company, Inc., as designated in accordance with Article VII.
6. "Plan Administrator" shall mean the Association of Towns of the State of New York, as designated in accordance with Article VI.
7. "Workers' compensation payments" shall mean all payments which a Plan member may become obligated to make directly to, or for the benefit of, an employee of the Plan member by operation of the Workers' Compensation Law of the State of New York.
8. "Employers' liability payments" shall mean all payments which a Plan member may become obligated to make to third-parties by reason of such third-parties' liability to an employee of a Plan member by reason of acts or events which also give rise to compensable claims under the Workers' Compensation Law of the State of New York.
9. "Opening fund balance" shall mean unspent moneys held by the Plan as of the first day of any fiscal year, but shall not include funds which have been reserved or otherwise set aside as against previously reported claims, whether or not formally asserted, for workers' compensation payments or employers' liability payments

ARTICLE II: EFFECTIVE DATE, FISCAL YEAR AND DURATION OF PLAN

1. The Plan shall first become effective on such date in February 1994 as the Workers' Compensation Board of the State of New York issues to the Plan a carrier identification number for membership in the Plan pursuant to Article VIII hereof; provided, however, that the Plan shall lapse unless, within 30 days thereafter, a Board of Trustees shall have been selected and a meeting of Trustees shall have been held.
2. Regardless of the effective date of the Plan, the Plan shall operate on a July 1 to June 30 fiscal year.
3. The Plan shall continue from year to year until and unless terminated in accordance with Article XI hereof.

ARTICLE III: PURPOSES OF PLAN, LIMITATIONS, MUTUAL WARRANTIES

1. The purposes of the Plan are to provide for the efficient and economical evaluation, processing, administration, defense and payment of claims against Plan members for Workers' compensation payments and employers' liability payments through self-insurance and otherwise; to effect cost savings insofar as may be possible in Plan members' expenses for such claims and services; to provide for centralized administration, funding, and disbursements for such services; and to provide for risk management to reduce future liability for workers' compensation payments and employers' liability payments.
2. The Plan will function in compliance with the Workers' Compensation Law of the State of New York and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.
3. It is expressly understood and agreed by each Plan member, inter alia, as follows:
 - a. Each member understands and accepts that it is responsible pursuant to the Laws of the State of New York for workers' compensation payments to employees and for employers' liability payments to third-parties, and the existence of this Plan shall not relieve or displace any such liability; provided, however, that the Plan shall be liable to its members, and the members shall be liable to the Plan and each other, for the obligations set forth herein.
 - b. Each member will appear before the Workers' Compensation Board, and before any other tribunal having jurisdiction over workers' compensation or employers' liability claims, in the name of the Plan and, further, that the Plan shall furnish representation as provided herein.

- c. Each member agrees that it will adhere to the requirements of the Plan, will cooperate in such inquiries and furnish such information as may be necessary or appropriate for Plan purposes, and will promptly pay such initial assessments, continuing assessments, and supplementary assessments, as may properly be made pursuant to the Plan.
 - d. Each member consents that the Plan may, in its own name, commence such legal or equitable actions or proceedings in the Supreme Court of the State of New York or in any other competent tribunal having jurisdiction against any member to enforce the obligations of such member pursuant to the Plan.
4. As a condition precedent to membership to the Plan, each Plan member represents and warrants to the Plan and to every other member that it has in all respects the power and authority to participate in the Plan as a member; and that it has lawfully and properly taken all steps and performed all acts which may be required to participate in the Plan pursuant to the Plan itself and all applicable laws.

ARTICLE IV: BOARD OF TRUSTEES

1. The governance of the Plan shall be in all respects in the hands of the Board of Trustees, which shall consist of at least 5 but no more than 9 members, including representatives selected from Alliance participants.
2. The Board of Trustees shall have no fewer than two regularly scheduled meetings in each fiscal year, which shall be held in the months of October or November and April or May, and more frequently as the Board of Trustees may determine. Each Trustee shall be given no less than 5 days written notice of each regularly scheduled meeting.
3. At the first meeting of the Board of Trustees, the Trustees shall select from representatives of Alliance participants a Chairperson and a Secretary to serve for the balance of the fiscal year ending June 30 next following the meeting. Thereafter, the Board of Trustees shall, from time to time, designate a Chairperson and a Secretary. Any member of the Board of Trustees shall be eligible to serve as Chairperson or Secretary. The Chairperson with the Plan Manager and the Plan Administrator shall: (a) develop the agenda for all meetings; (b) preside over all meetings of the Board and conduct the same in accordance with such rules of procedure as the Board may adopt; and (c) appoint members to such sub-committee as may be authorized by the Board. The Secretary shall maintain minutes of all meetings and proceedings.
4. The Chairperson with the Plan Manager and the Plan Administrator shall call special meetings of the Board of Trustees on no less than 5 days written notice to all Trustees, which notice shall specifically state the purpose for which the special meeting is called.

5. A majority of the total number of Trustees shall be required for a quorum at any special or regular meeting. Each Trustee shall have one vote. In the case of a tie vote, the Chairperson shall cast a second tie-breaking vote.
6. Initial funding level and all changes in funding levels shall be made by the Plan Manager in consultation with the Plan's designated actuaries.
7. No Trustee shall be liable to any other Trustee or Plan member for actions taken in good faith and within the scope of such Trustee's authority; and the Plan shall indemnify, save and hold harmless each Trustee from any liability arising from any claim, lawsuit, action or other proceeding, by virtue of their capacity as Trustee or in connection with actions taken in good faith and within the scope of such Trustee's authority, including reasonable and necessary attorneys' fees and disbursements incurred in connection therewith.
8. The Plan shall indemnify, save and hold harmless the Plan Administrator from any liability arising from any claim, lawsuit, action or other proceeding, in connection with actions taken in good faith and within the scope of the Plan Administrator's authority, including reasonable and necessary attorneys' fees and disbursements incurred in connection therewith.

ARTICLE V: EXECUTIVE BOARD

1. The Executive Board of the Plan shall be empowered to perform the duties and responsibilities of the Board of Trustees, with the exception of those duties and responsibilities specifically designated to the Board of Trustees under Article IV.
2. The Executive Board shall consist of no more than 5 members appointed by the Board of Trustees, as follows: Chairperson, Secretary, Plan Manager, Plan Administrator, and another member of the Board of Trustees representing an Alliance participant.
3. The Executive Board shall meet at least quarterly. Two of such meetings may be simultaneous with the semi-annual Board of Trustees meeting.
4. The Executive Board shall report to the Board of Trustees at the semi-annual Board of Trustees meeting all actions and decisions made by it on behalf of the Board of Trustees.
5. The Executive Board shall have the sole authority to make decisions in the absence of a meeting of the Board of Trustees, except as stated in Article IV.

ARTICLE VI: PLAN ADMINISTRATION & CUSTODY OF FUNDS

1. The Plan Administrator shall coordinate the operations of the Plan, and shall also act as the Treasurer of the Plan.
2. The Plan Administrator shall at all times have custody of the Plan's funds, shall maintain a separate fund for workers' compensation and, if authorized by the Board of Trustees, shall maintain separate workers' compensation reserve funds. The Plan Administrator shall be bonded in an appropriate amount as approved by the Trustees or Executive Board.
3. The Plan Administrator shall maintain complete and accurate books of account for all funds in its custody in accordance with generally accepted accounting principles applicable to public bodies in general and Municipal Corporations in particular.
4. The Plan Administrator shall make quarterly written reports to the Executive Board and Plan members with respect to the source and application of funds, and shall cause a certified financial statement to be prepared at the end of each fiscal year by an independent certified public accountant approved by the Board of Trustees, which shall be furnished to all Trustees and Plan Members. In addition, there shall be an operating audit to be prepared by the Treasurer for approval by the Board of Trustees.
5. The Plan Administrator shall be authorized to pay from Plan funds all direct expenses incurred in the custody and administration of Plan funds.
6. It is understood and agreed by each Plan member that the assessments received from each member will be commingled, and that funds received from one member may, in accordance with Plan criteria, be disbursed for the benefit of other members.
7. The Plan Administrator may invest any Plan funds not needed for current operating expenses in interest-bearing investments of the types which each Plan member might make individually.
8. The Plan Administrator shall designate a depository for the Plan, which will be reviewed from time to time by the Board of Trustees.
9. The Plan Administrator shall undertake to accomplish those tasks or assignments received from the Board of Trustees or the Executive Board as they relate to the administration or implementation of the Plan.

ARTICLE VII: PLAN MANAGER

1. The Board of Trustees shall retain a Plan Manager. The Plan Manager will be Wright Risk Management Company, Inc.

2. The services to be provided by the Plan Manager shall include the following:
 - a. Investigation, processing and filing of claims with the Workers' Compensation Board;
 - b. Representation, whether directly or through counsel, of Plan members before the Workers' Compensation Board and other appropriate administrative and judicial tribunals;
 - c. Making recommendations for the payment or compromise of claims;
 - d. Making recommendations for the procuring of insurance to effectuate the purposes and preserve the financial stability of the Plan;
 - e. Making recommendations with respect to the administrative and fiscal management of the Plan;
 - f. Reviewing and making recommendations with respect to the funding of the Plan from year to year;
 - g. Conducting surveys and studies with respect to individual Plan members and otherwise, and making recommendations with respect to risk management and loss control programs;
 - h. Evaluating new applicants for Plan membership and making recommendations with respect to such applications;
 - i. Designing and implementing all necessary re-insurance and excess programs; and
 - j. Performing such other functions as may properly be delegated by the Board of Trustees or Executive Board.
3. The Board of Trustees shall retain the Plan Manager pursuant to a written contract, which shall specify the services to be performed by the Plan Manager and shall set forth the basis on which the Plan Manager will be compensated for such services.

ARTICLE VIII: PLAN MEMBERSHIP AND OBLIGATIONS

1. Municipal Corporations, including school districts and Boards of Cooperative Educational Services, may be permitted to join the Plan at such times and on such terms as may be approved by a majority vote of the Board of Trustees; provided, however, that the Board of Trustees shall be under no obligation to admit new members to the Plan. The Board of

Trustees may require applicants for Plan membership to furnish fiscal and loss information, to submit to examinations of their records and operations, and to bear the reasonable expense of such examination.

2. No Municipal Corporation, including school district or Board of Cooperative Educational Services, shall be admitted to Plan membership until its governing body shall have duly passed the enabling resolutions in the forms set forth in Appendices A & B hereto, or in such other forms as may from time to time be prescribed by the Board of Trustees.
3. Once admitted to Plan membership, each member shall be obligated to cooperate in the administration of the Plan and to perform all requirements of continuing membership including, without limitation, the following:
 - a. The prompt payment of all assessments;
 - b. The maintenance of accurate books and records with respect to workers' compensation and employers' liability claims;
 - c. The prompt furnishing of information regarding actual and anticipated workers' compensation and employers' liability claims, and with respect to matters likely to give rise to such claims;
 - d. Cooperation with and facilitation of all reasonable inquiries which may be made by the Board of Trustees, Plan Administrator or Plan Manager with respect to specific claims and with respect to loss experience in general; and
 - e. Cooperation with all risk management and loss control programs which may be instituted by the Board of Trustees.
4. A decision by the Board of Trustees to pay, compromise, or contest any claim shall be final and binding.
5. Any member which fails to pay a required assessment within 90 days after the date on which such assessment was payable will be deemed to have given notice of withdrawal from the Plan, effective at the end of the fiscal year following the 90-day period. No forbearance with respect to any Plan member or any payment will be deemed to create a waiver with respect to subsequent defaults by the same or any other member.
6. The Board of Trustees may terminate the membership of any Plan member with not less than 90 days notice, as follows:
 - a. By majority vote, for failure to comply with any of the provisions of subparagraphs 3.b through 3.e of this Article; or
 - b. By two-thirds vote, for any other reason.

7. A Plan member reserves the right to revoke this agreement upon sixty (60) days' written notice to the Plan. The effective date of termination will be the end of the fiscal year following the sixtieth day from the mailing of such written notification. Any Plan member which withdraws or is terminated pursuant to this paragraph from membership will assume sole responsibility as of the effective date of termination for all workers' compensation and employers' liability claims against it which relate to occurrences which take place after the termination date. As of such termination date, each member shall cease to have any liability for such withdrawing or terminated member with respect to any occurrences which took place prior to the termination date regardless of when the claim is submitted. However, such withdrawing or terminated member shall be responsible for any assessment resulting from a Plan shortfall for those claims which arose prior to the date of such termination or withdrawal.
8. It is expressly understood that notice to revoke under VIII.7, notice to withdraw pursuant to VIII.5, or termination pursuant to VIII.6 shall in effect release the Plan and each of the remaining Plan members from any liability to the withdrawing or expelled member, except as provided by Article VIII.7.

ARTICLE IX: ASSESSMENTS FOR WORKERS' COMPENSATION FUND CARRYOVERS, REFUNDS

1. Provision for workers' compensation payments will be made through self-insurance, together with such policy or policies of insurance against catastrophic loss as to the Board of Trustees may deem appropriate.
2. Prior to the end of the Plan's first fiscal year, and prior to the end of each fiscal year thereafter, the Board of Trustees shall set each member's continuing workers' Compensation assessment for the next succeeding fiscal year, which may be set: (a) on the basis of loss experience; (b) on the basis of the amount of services rendered or to be rendered; (c) on the basis of benefits received or conferred or to be received or conferred; or on any other equitable basis.
3. In the event that during any fiscal year there be insufficient funds in the Plan to meet the Plan's reasonably anticipated needs for the remainder of such fiscal year, including such provision as the Board of Trustees may deem appropriate for the accrual of funds against future contingencies, the Board of Trustees may issue supplemental assessments to the Plan members for the amounts determined to be required; provided, however, that no Plan member's supplemental assessment may bear a greater proportion to the total amount of supplemental assessments than the proportion of such Plan member's regular assessment for the fiscal year bears to the total amount of regular assessments for the fiscal year.
4. In the event that there be surplus workers' compensation funds in the Plan at the close of any fiscal year, the Board of Trustees may do any or all of the following:

- a. Return part or all of the fund surplus to the Plan members in proportion to their assessments for the year then ending or on such other basis as may be equitable;
 - b. Apply part or all of the fund surplus as a credit against the Plan members' assessments for the next succeeding fiscal year in proportion to their assessments for the year then ending or on such other basis as may be equitable;
 - c. Carry over such part of the fund surplus as is reasonably necessary to meet incurred or accrued claims anticipated to be payable subsequent to the year then ending; or
 - d. Transfer part or all of the fund surplus to a reserve fund to be maintained against anticipated future workers' compensation obligations and liabilities of Plan members.
5. Upon the withdrawal or expulsion of any Plan member as provided in Article VIII hereof, and subject in all respects to the limitations set forth in Article VIII.7, the Plan shall continue to render all services to be furnished under the Plan to such withdrawing or expelled member until the effective date of withdrawal or termination.

ARTICLE X: ASSESSMENTS FOR EMPLOYERS' LIABILITY FUND CARRYOVERS, REFUNDS

1. Provision for employers' liability payments will be made through a policy or policies of insurance, in such amounts and with such deductible amounts or self-insurance provisions as to the Board of Trustees may seem appropriate.
2. Employers' liability assessments will be apportioned among Plan members in the same ratios as premiums for such coverage are apportioned among the Plan members by the insurance carrier furnishing the coverage to be purchased pursuant to Paragraph 1 of this Article, or in the same ratios as workers' compensation assessments are made pursuant to Article VIII of the Plan, as the Board of Trustees may see fit; it being specifically understood that the Board of Trustees may assess amounts in excess of insurance premium costs in order to provide funds to cover deductible amounts, self-insured retentions, and accruals against future contingencies.
3. For members who join the Plan subsequent to the effective date of the Plan, and at times other than the beginning of a fiscal year, provision for employers' liability payments will be made during the first year of membership only to the extent that the Plan's existing insurance carriers are willing and able to furnish such insurance.

4. Prior to the end of each fiscal year, the Board of Trustees shall set each Plan member's continuing employers' liability assessment for the next succeeding fiscal year, which shall continue to be computed in accordance with Paragraph 2 of this Article.
5. In the event that during any fiscal year the amount of funds in the Plan set aside to cover deductible amounts or self-insurance be diminished below the level set by the Board of Trustees at the commencement of the year, then the Board of Trustees may issue supplemental assessments in a total amount not greater than such diminution, which shall be apportioned among the Plan members in the same ratios as their regular employer's liability assessments for the year in question.
6. In the event that there be surplus employers' liability funds in the Plan at the close of any fiscal year, the Board of Trustees may do any or all of the following:
 - a. Return part or all of the fund surplus to the Plan members in proportion to their assessments for the year then ending or on such other basis as may be equitable;
 - b. Apply part or all of the fund surplus as a credit against the Plan members' assessments for the next succeeding fiscal year in proportion to their assessments for the year then ending or on such other basis as may be equitable; or
 - c. Carry over such part of the fund surplus as is reasonably necessary to meet incurred or accrued claims anticipated to be payable subsequent to the year then ending.

ARTICLE XI: AMENDMENT AND TERMINATION OF PLAN

1. This instrument may be amended by a two-thirds vote of the Board of Trustees. Copies of amendments will be filed with the Workers' Compensation Board.
2. The Plan may be terminated by a two-thirds vote of the Board of Trustees, effective at the end of the then-current fiscal year; provided, however, that the Plan shall remain in existence for the winding up of its affairs as provided in this Article.
3. In the event that the Plan be terminated, then:
 - a. The Plan Administrator and Plan Manager shall, no later than the effective date of termination, prepare schedules of the Plan's assets and the Plan's liquidated, contingent, and disputed liabilities, which liabilities shall not include any obligation for workers' compensation or employers' liability claims against Plan members, except for the following:

- i. Judgments on workers' compensation or employers liability claims against Plan members which have become final prior to the vote to terminate the Plan; and
 - ii. Payments due pursuant to binding settlement agreements entered into by or on behalf of Plan members with respect to workers' compensation or employers liability claims against such Plan members which have been approved by the Board of Trustees prior to the vote to terminate the Plan.
- b. The Plan shall pay its acknowledged liabilities and establish a reserve for the payment of contingent and disputed liabilities; and
- c. The Plan Administrator shall compute the total amount of assessments of whatever nature paid by then-current Plan members during the last three fiscal years of the Plan's existence, and the ratio which each then-current member's payments during the last three fiscal years of the Plan's existence bears to such total; and
- d. Upon the execution of each then-current Plan member of a release in suitable form relieving the Plan and each other then-current member from any liability by reason of the existence of the Plan, the Plan shall pay to such member that ratio of the Plan's surplus assets as equals the member's ratio as computed in accordance with the preceding sub-paragraph c; and
- e. To the extent that the reserve fund established pursuant to the preceding sub-paragraph b shall not have been expended within one year after the effective date of termination, then any fund balance therein shall be returned to the Plan members in accordance with the preceding sub-paragraph d.

ARTICLE XII: REFORMATION, SUPERVENING LAW

1. To the extent that any provision of the Plan be determined by a court of competent jurisdiction to be invalid in whole or in part under existing or hereafter-enacted law, the remaining provisions of this instrument shall remain in full force and effect, and any disputed provision shall, to the extent possible, be interpreted in such manner as to conform to applicable legal requirements.
2. In the event that the Board of Trustees determines that the complete or partial invalidity of any provision of this instrument would materially prevent or impede the accomplishment of

the essential purposes of the Plan, then the Plan shall be terminated in accordance with Article X hereof.

ARTICLE XIII: ENFORCEMENT

1. Nothing herein shall be construed to prevent the Board of Trustees from commencing such actions or other proceedings in the name of the Plan as may be appropriate to effectuate the purposes of the Plan or to enforce the obligations of any Plan member.

ON THE BASIS OF THE FORGOING, the undersigned Member applies for membership in the Plan, and agrees to be bound hereby if accepted as a Member of the Plan.

(Name of Member)

(Signature & Date)

By: _____
(Name)

Its: _____
(Title)

****Municipal Seal***

Attest _____
(Secretary/Clerk)

FOR PLAN USE ONLY

This Membership is accepted and the foregoing is agreed to

This _____ day of _____, 20 _____

By: _____
Wright Risk Management Company, Inc.
Plan Manager for the Alliance

APPENDIX A

Sample Board Resolution

(Resolution approving membership in the Alliance)

WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter "the Plan"); and

WHEREAS the *(Municipality)* is eligible for membership in the Plan; and

WHEREAS the *(Municipality)* has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interests of the *(Municipality)* to participate therein; now, therefore, be it

RESOLVED that the *(Municipality)* enter into membership in the Plan pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED, that *(Signature Authority)* be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the *(Municipality)*; and be it further

RESOLVED, that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved.

A MOTION was made by *(Name)* and seconded by *(Name)* to adopt the above resolution by the *(Governing Board)* of the *(Municipality)* at its *(Date)* meeting

_____ (signature)

****Member Seal***

_____ (name/title)

_____ (date)

APPENDIX B

Sample Extract of Minutes

(Election of self-insurance to satisfy workers' compensation obligation)

The following is an exact copy of a portion of the Minutes of the (*Governing Board*) meeting dated (*Date*)

"WORKERS' COMPENSATION - SELF INSURANCE"

"A MOTION was made by (*Name*) and seconded by (*Name*) to adopt the following resolution:

"RESOLVED, that the (*Municipality*) hereby elects, pursuant to Subdivision 3-a of Section 50 of the Workers' Compensation Law, to become a self-insurer as to Workers' Compensation claims against this Municipality; and be it further

"RESOLVED, that pursuant to Section 50 Subdivision 3-a of said Workers' Compensation Law, notice of such election shall be filed forthwith with the Chairman of the Workers' Compensation Board, Self-Insurance Section; and be it further

"RESOLVED, that this election shall become effective on (*Date*).

"MOTION carried".

_____ (signature)

****Member Seal***

_____ (name/title)

_____ (date)

APPENDIX C

Sample Notice of Cancellation Letter

(Should be placed on letterhead and sent registered mail, requesting receipt of delivery)

TO: Present Insurance Carrier

RE: Name of Municipality

Policy No.

Policy No. - *for Volunteer Fire Fighters (if different from above & if applicable)*

Policy No. - *for Volunteer Ambulance Corps (if different from above & if applicable)*

Gentlemen:

This letter is to advise you that the *(Name of Municipality)* has elected to become self-insured, effective *(Effective Date)* , in accordance with Subdivision 3-a of Section 50 of the Workers' Compensation Law.

Notice is hereby given of this Municipality's intention to cancel the subject policy with *(Name of Insurance Carrier)* as of *(Effective Date)* . This notice is timely in accordance with the notice of cancellation requirement.

We wish to thank you for your efforts and services during the term of this policy.

Very truly yours,

**Please provide us with a copy of this letter when mailed.*

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

A MOTION was made by _____ and seconded by _____ to adopt the following resolution:

RESOLVED, that the Town of Brighton hereby elects, pursuant to Subdivision 3-a of Section 50 of the Workers' Compensation Law, to become a self-insurer as to Workers' Compensation claims against this Municipality; and be it further

RESOLVED, that pursuant to Section 50 Subdivision 3-a of said Workers' Compensation Law, notice of such election shall be filed forthwith with the Chairman of the Workers' Compensation Board, Self-Insurance Section; and be it further

RESOLVED, that this election shall become effective on January 1, 2016.

Dated: November 24, 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	_____

November 24, 2015

To whom it may concern,

Please be advised that the TOWN OF BRIGHTON (16-6002187) hereby elects to place Workmen's Compensation Insurance coverage, effective January 1, 2016, with the NYS Municipal Workers' Compensation Alliance.

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
 Supervisor
 JAMES R. VOGEL
 LOUISE NOVROS
 CHRISTOPHER K. WERNER
 JASON S. DIPONZIO
 Councilpersons

RESOLVED, that correspondence dated November 17, 2015 from Director of Finance Suzanne E. Zaso regarding a request to authorize the Supervisor to execute a contract with New York State Municipal Workers' Compensation Alliance to provide workers compensation coverage for 2016 and to utilize Wright Risk Management as third party administrator of pre-existing claims and to further authorize the cancellation of the Town's current workers' compensation administration agreements with PERMA and NEAMI effective January 1, 2016, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with New York State Municipal Workers' Compensation Alliance to provide workers compensation coverage for 2016 and to utilize Wright Risk Management as third party administrator of pre-existing claims and further authorizes the cancellation of the Town's current workers' compensation administration agreements with PERMA and NEAMI effective January 1, 2016.

Dated: November 24, 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

November 17, 2015

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

Re: Employee Workers Compensation Plan for 2016

Dear Honorable Members:

I am requesting that the Town Board authorize the Supervisor to execute an agreement with the New York State Municipal Workers' Compensation Alliance (Comp Alliance) to provide workers' compensation benefits for 2016 along with third party administration from Wright Risk Management of any pre-existing workers' compensation claims of the Town. I am also requesting authorization to cancel the Town's current workers' compensation administration agreements with PERMA and NEAMI effective January 1, 2016.

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

Sincerely,

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

Suzanne E. Zaso
Director of Finance

Cc: Tricia VanPutte, Director of Personnel



CLAIMS RUNOFF MANAGEMENT AGREEMENT (this “Runoff Agreement”) dated January 1, 2016 (“Effective Date”) between the Town of Brighton, a municipality with its primary address at 2300 Elmwood Avenue, Rochester, NY 14618 (“Member”), and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 333 Earle Ovington Boulevard, Suite 505, Uniondale, NY 11553-3624 (“Plan Manager”).

RECITALS

WHEREAS, on January 1, 2016 (“Membership Date”), Member became a member of the New York State Municipal Workers’ Compensation Alliance (the “Plan”), a cooperative workers’ compensation plan for member municipalities (the “Members”), with a principal location at c/o Association of Towns of the State of New York, 146 State Street, Albany, NY 12207; and

WHEREAS, the Plan has retained the program management and other professional services of the Plan Manager pursuant to a management agreement (“Management Agreement”); and

WHEREAS, the Member has incurred certain workers’ compensation and employer’s liability claims prior to the Membership Date (“the Claims”), and desires that the Plan Manager manage the Claims.

NOW, THEREFORE, the Member hereby engages the services of the Plan Manager, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM.

A. This Runoff Agreement shall be effective commencing on the Effective Date set forth above, and shall continue in effect until December 31, 2016. At the conclusion of the initial term or any additional term, this Runoff Agreement shall automatically renew for an additional term of one year, unless either party gives the other party written notice of its intention not to renew this Runoff Agreement at least thirty (30) days prior to the expiration of the then current term.

B. This Runoff Agreement will terminate effective on the date the Member withdraws or is terminated as a member of the Plan.

II. CLAIM MANAGEMENT SERVICES.

A. During the term of this Runoff Agreement, the Plan Manager will provide claims management services for the Claims, contingent upon the Member remaining a member of the Plan. Notwithstanding, the services provided and the Claims managed under this Runoff Agreement are separate from the services provided and the claims managed by the Plan Manager for the Plan under the Management Agreement. Except for the Member, the Plan and its Members shall have no liability arising from this Runoff Agreement or any of the Claims. The Member shall pay all amounts, fees, and expenses relating to the Claims, using funds established by the Member to finance its workers’ compensation obligations (the “Self-Insured Fund”).

B. In cooperation with Member, the Plan Manager will design and implement the internal claims reporting system for Member to report Claims that have not yet been reported. The Plan Manager will cooperate with the Member to accomplish the transfer of the Claims that have already been reported; provided that, the Plan Manager shall have no responsibility for managing the Claims until all information relating to the Claims has been received by the Plan Manager. This paragraph shall only apply in the first year that the Plan Manager is handling the Claims.

C. Once a Claim is reported or transferred to the Plan Manager, the Plan Manager will review the Claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services, and the fees and expenses for such services shall be allocated loss adjustment expense that will be charged against the Self-Insured Fund.

D. If it is determined that a Claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the Member to make payments in accordance with statutory requirements and mandated fee schedules. The Member is responsible for providing any information necessary to complete all forms.

E. If it is determined that a Claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the Claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the Member may be reimbursed for payments made. The costs of retaining third party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. The Plan Manager will provide supervisory services for the Claims during the term of this Runoff Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the Member as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

I. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with Member personnel to ensure timely and appropriate payment. The payment procedure is set forth in Exhibit A ("**Exhibit A**"), which is attached to and incorporated into this Runoff Agreement.

J. The Plan Manager will review any reported employers' liability Claims that arise, and advise regarding coverage, defense, and indemnification of such Claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the Member on employers' liability Claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

K. The Plan Manager will track medical services subject to the Department of Health ("**DOH**") surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with DOH on a monthly or as needed basis. In the first year of handling the Claims, the Plan Manager shall have no responsibility under this Section unless Member provides medical reports, hospital bills, access to the DOH website, and other information relating to the Claims necessary to perform the Plan Manager's services under this Section.

L. The Plan Manager will provide cumulative quarterly loss runs encompassing all Claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Incurred: medical/indemnity benefits.
9. Amount paid to date: medical/indemnity and expense payments.

M. The Plan Manager will ensure that the Member's open files are properly maintained and available for review and/or audit and will arrange for the storage of the Member's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VII of this Agreement.

N. The Plan Manager shall collect sufficient information for compliance with the Medicare, Medicaid, SCHIP Extension Act of 2007 (MMSEA) Section 111 as amended.

III. **FEE.**

The Member shall pay the Plan Manager a management fee as set forth in Exhibit A.

IV. **SERVICE COMMITMENT.**

The Plan Manager shall devote such time to the performance of its duties under this Runoff Agreement as is reasonably necessary for the satisfactory performance of its duties under this Runoff Agreement.

V. INDEMNIFICATION.

A. The Plan Manager shall hold harmless and indemnify the Member against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement. Notwithstanding the foregoing, the Member, not the Plan Manager, shall be liable for payment of compensable Claims.

B. The Member shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, caused by the willful misconduct, gross negligence, or negligence on the part of the Member or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Runoff Agreement.

VI. TERMINATION.

A. Either party may terminate this Runoff Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Runoff Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The Superintendent of Insurance shall issue a final order to terminate this Runoff Agreement, and the time for appealing such order shall have expired.

B. This Runoff Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;
2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VI.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment, or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;

3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VI.B.1, 2, or 3 above; or
5. an inability by either party to pay its debts as they become due.

VII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORD KEEPING.

A. The Member's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence and claim data of the Member acquired and used by the Plan Manager in the performance of its duties hereunder ("Member Property") shall belong to and remain the sole property of the Member. Upon termination of this Runoff Agreement, the Plan Manager shall promptly return the Member Property to the Member or its designee. The Plan Manager will transfer such files in electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the Member. The Plan Manager shall keep all Member Property confidential, and shall not use, publish, discuss, disclose, or communicate Member Property to third parties, except as necessary to perform its obligations under this Runoff Agreement, and in accordance with this Runoff Agreement. This provision shall survive termination of this Runoff Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Runoff Agreement shall belong to and remain the property of the Plan Manager. "Systems" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols, operation documentation, and internal reports of the Plan Manager pertaining to the Member or the Claims. This includes Systems for the administration, accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager in connection with the performance of its services hereunder. This provision shall survive termination of this Runoff Agreement.

C. Upon the effective date of termination of this Agreement, the District shall pay the fee due and owing the Plan Manager to be prorated based on the period of time the Agreement was in force and effect.

D. Upon termination of this Agreement, the Plan Manager shall return the District's Property, as defined in Section VIII.A. The cost for returning the District's Property shall be borne solely by the District.

VIII. MISCELLANEOUS.

A. Independent Contractor.

The Plan Manager shall be an independent contractor and not an employee, agent, or

servant of the Member. The Plan Manager's employees shall be considered the Plan Manager's employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The Member shall not be responsible for withholding taxes with respect to the Plan Manager's compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. Entire Agreement.

This Runoff Agreement supersedes any and all other agreements either oral or in writing between the parties hereto relating to the Claims.

C. Assignment.

Neither this Runoff Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the Member. In the event of an assignment by the Plan Manager to which the Member has consented, the assignee or his legal representative shall agree in writing with the Member to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. Governing Law.

The laws of the State of New York shall govern the validity of this Runoff Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. Amendment.

This Runoff Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Runoff Agreement.

F. Legal Construction.

This Runoff Agreement was negotiated by sophisticated parties at arm's length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. Effect of Invalidity.

In case any one or more of the provisions contained in this Runoff Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Runoff Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the Member:

Town of Brighton
2300 Elmwood Road

Rochester, NY 14618
Attention: _____

If to the Plan Manager:
Wright Risk Management Company, LLC
333 Earle Ovington Boulevard, Suite 505
Uniondale, NY 11553-3624
Attention: Eric Hartcorn
Vice President, Workers' Compensation

or to such other person and address as either party may designate by notice to the other.

I. **Headings.**

The headings to the various sections of this Runoff Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Runoff Agreement.

J. **Counterparts; Facsimiles.**

This Runoff Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Runoff Agreement. Signatures to this Runoff Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Runoff Agreement to be executed by their duly authorized representatives as of the Effective Date.

TOWN OF BRIGHTON

By: _____

Name:

Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By: _____

Name: Eric Hartcorn

Title: Vice President, Workers' Compensation

EXHIBIT A TO CLAIMS RUNOFF MANAGEMENT AGREEMENT

This Exhibit A is attached to and incorporated into the Runoff Agreement between the Member and the Plan Manager as of the Effective Date.

- A. **Payment Procedure.** The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills, and forward such documentation to the Member. The Member shall be responsible for printing, signing and distributing checks in compliance with the Plan Manager's instructions.
- B. **Management Fee.** The Plan Manager will invoice the Member for services under this Runoff Agreement at the rate of \$600 per Claim per year or portion thereof. The Member shall pay such management fee within thirty (30) days of receipt of the invoice.

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 24th day of November, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that a memorandum dated November 19, 2015 from Director of Finance Suzanne E. Zaso and Budget Officer Andrew C. Robinson regarding a request to authorize the amendment of the appropriations and estimated revenues in connection with the 2016 budget for the Reserve Lighting District, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the amendment of the appropriations and estimated revenues in connection with the 2016 budget for the Reserve Lighting District as detailed in the above referenced memorandum.

Dated: November 24, 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

MEMORANDUM

To: The Honorable Town Board
From: William W. Moehle, Supervisor *WWM*
Suzanne E. Zaso, Director of Finance *SZ*
Andrew C. Robinson, Budget Officer *ACR*
Date: November 19, 2015
Subject: Proposed Amendment to the 2016 Town General Fund and Reserve
Lighting Special District Budgets

Based on updated information received since adoption of the 2016 Town General Fund and Reserve Lighting Special District Budgets, we recommend the following amendments be approved by Your Honorable Body:

- Increase appropriation in Reserve Lighting District for gas and electric service charges by \$33,795 (SL.LGHTD.5226.4.21); and
- Increase estimated revenues in the Reserve Lighting District from special district assessment charges by \$39,795 (SL.LGHTD.5226.1030); and
- Decrease estimated revenues in the Town General Fund from Real Property Taxes by (-\$39,795) (A.UNDST.1001) to be offset by a corresponding increase in appropriated fund balance.

We would be happy to respond to any questions that members of the Town Board may have regarding these proposed budget amendments.



TOWN OF BRIGHTON
 2016 ADOPTED BUDGET
 SUMMARY OF TOWN BUDGET, "NET" BUDGETED SPENDING, AND PROPERTY TAX LEVY

Town Fund	Authorized Appropriations	Estimated Revenues	Appropriated Fund Balance	Appropriated Reserved Fund Balance*	Amount to be Raised in Taxes
A - General Fund	\$16,808,215	\$7,115,150	\$847,795	\$75,000	\$8,770,270
D - Highway Fund	\$5,380,550	\$1,265,700	\$275,000	\$0	\$3,839,850
L - Library Fund	\$2,124,600	\$143,170	\$45,000	\$0	\$1,936,430
V - Debt Service Fund	\$37,590	\$0	\$37,590	\$0	\$0
Total All Town Funds	\$24,350,955	\$8,524,020	\$1,205,385	\$75,000	\$14,546,550
Less Interfund Transfers to/from:					
- Highway Fund	(\$95,970)	(\$95,970)	\$0	\$0	\$0
- Debt Service Fund	(\$37,590)	\$0	(\$37,590)	\$0	\$0
Net Town Funds Budget	\$24,217,395	\$8,428,050	\$1,167,795	\$75,000	\$14,546,550
"NET" BUDGETED SPENDING	\$24,217,395				

"Net" Budgeted Spending Comparison:

	2016 Adopted Town Budget	2015 Adopted Town Budget	Change in Dollars	Change As a Percent
"Net" Budgeted Spending	\$24,217,395	\$24,321,175	(\$103,780)	-0.43%

Tax Levy /Rate Comparison:

	2016 Adopted Town Budget	2015 Adopted Town Budget	Increase in Dollars	Increase As a Percent
Town Budget Tax Levy	\$14,546,550	\$14,445,815	\$100,735	0.70%
Town Assessed Valuation**	\$2,622,495,302	\$2,594,124,808	\$28,370,494	1.09%
Town Budget A.V. Tax Rate	\$5.546835	\$5.568666	(\$0.021831)	-0.39%
Town Budget Taxes for Every \$100,000 of Taxable Assessed Value	\$554.68	\$556.87	(\$2.18)	-0.39%

* \$75,000 Appropriated from Workers Compensation Reserve

**Total Town Taxable Assessed Valuation is as determined by the final Assessment Roll as maintained by the Monroe County Real Property Tax Office.

**TOWN OF BRIGHTON
2016 ADOPTED BUDGET
SPECIAL DISTRICT SUMMARY**

Special Districts	2016 Appropriations	2016 Estimated Revenues	2016 Appropriated Fund Balance	2016 Amount to be Raised in Charges	2015 Charges	Change in Dollars	Change as a Percent
SA - Ambulance Services District	\$362,025	\$2,325	\$20,340	\$339,360	\$372,715	(\$33,355)	-8.95%
SB - Business Improvement Dist. #1	\$1,980	\$0	\$300	\$1,680	\$665	\$1,015	152.63%
SD - Drainage Districts	\$3,200	\$0	\$3,200	\$0	\$460	(\$460)	-100.00%
SF - W Brighton Fire Protection Dist.	\$995,545	\$80,710	\$300,000	\$614,835	\$614,905	(\$70)	-0.01%
SK - Sidewalk Districts	\$185,325	\$25	\$30,700	\$154,600	\$147,285	\$7,315	4.97%
SL - Street Lighting Districts	\$325,505	\$100	\$44,510	\$280,895	\$260,910	\$19,985	7.66%
SM - Sidewalk Snow Removal Districts	\$34,395	\$0	\$7,455	\$26,940	\$12,200	\$14,740	120.82%
SN - Neighborhood Improvement District	\$2,200	\$0	\$2,200	\$0	\$0	\$0	N/A
SP - Park Maintenance Special District	\$3,460	\$0	\$650	\$2,810	\$1,285	\$1,525	118.68%
SR - Refuse Collection Districts	\$834,480	\$0	\$370	\$834,110	\$829,475	\$4,635	0.56%
SS - Sanitary Sewer Districts	\$1,837,310	\$148,525	\$45,000	\$1,643,785	\$1,636,915	\$6,870	0.42%
SW - Consolidated Water District	\$179,040	\$51,580	\$127,460	\$0	\$0	\$0	0.00%
Total Special Districts	\$4,764,465	\$283,265	\$582,185	\$3,899,015	\$3,876,815	\$22,200	0.57%