

**TOWN OF BRIGHTON TOWN BOARD
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
MEETING AGENDA**

**Meeting Date: Tuesday, January 5, 2016 (3:30 pm)
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the December 15, 2015 meeting.
2. Bid Award for Bucket Truck Rental with Operator (Public Works) – Request from Tim Keef for Town Board action to award a bid for bucket truck rental (inclusive of operator) for 2016 to the lowest responsible bidder, Arbor Tree Experts, Inc. for an amount not to exceed \$30,946.24 (see letter from T. Keef).
3. Contract with Monroe County for All Seasons Services (Highway Dept.) - Request from Tim Keef for Town Board authorization of the Supervisor to execute a renewal contract with Monroe County DOT for the Town to provide mowing, sweeping, and dead animal pickup on County roads in 2016 (see letter from T. Keef).
4. Professional Services Agreement for Financial Services (Finance Dept.) – Request from Suzanne Zaso for Town Board action to authorize the Supervisor to execute a professional services agreement with Municipal Solutions, Inc. for borrowing and fiscal advising services (see letter from S. Zaso).

The next regularly scheduled meeting of the FASC will be held **Tuesday, January 19, 2016 at 3:30 pm**, in the Stage Conference Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.



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Town of Brighton

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

December 29, 2015

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

re: Award of Contract
Rental of Bucket Truck with Operator

Dear Chairman Werner and Committee Members:

I recommend that a bid be awarded for the above equipment rental to the low, responsive bidder, Arbor Tree Experts, Inc., in the base bid amount of \$148.78/hour, not to exceed 208 hours and \$30,946.24.

The bid was publicly advertized and publicly opened, all as required by law. A copy of the bid tabulation is attached for your reference. Funds are available in the 2016 budget, A.DPW 8560 4.43 account, for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 5, 2016 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

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



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Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

PHONE: (585)784-5250 FAX: (585) 784-5368

January 4, 2016

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

re: 2016 All Seasons Work Amendatory Agreement
with the Monroe County Department of Transportation (MCDOT)

Dear Chairman DiPonzio and Committee Members:

The Town of Brighton provides some services (i.e. mowing, dead animal collection, etc.) along Monroe County roads via an agreement with the Monroe County Department of Transportation. At this time I am requesting your support to renew said agreement with the MCDOT for the upcoming 2016 season in accordance with the following rates. If the Finance and Administrative Services Committee concurs, please approve the Supervisor to execute this document.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 5, 2016 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

TEK/wpd

attachment

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

Bb

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

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

WITNESSETH:

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

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2016 ; and update of the rates in Appendix 'A' and 'B'.

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

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

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

1. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2016 to December 31, 2016;
2. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2016 ;
3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF MONROE

TOWN OF BRIGHTON

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

By: _____
William Moehle
Supervisor
Federal Tax ID: _____

4a.



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

January 5, 2016

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

Re: Professional Services Agreement for Financial Services
Municipal Solutions, Inc.

Dear Honorable Town Board:

I am requesting that Your Honorable Body authorize the Supervisor to execute a new agreement with Municipal Solutions, Inc. for professional financial services in connection with issuing bond anticipation notes, long-term bonds, and general fiscal advising services for the years 2016 and 2017. The Town has utilized the services of Municipal Solutions, Inc. for a number of years and has been very pleased with their services. Fees for each service are outlined in the attached agreement and may vary depending on the amount and type of borrowing.

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

Sincerely,

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

Suzanne Zaso
Director of Finance

Attachment

Municipal Solutions, Inc.
Municipal Financial Advisors

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

December 9, 2015

Dear Supervisor Moehle:

Since our current contract will be expiring soon, Municipal Solutions, Inc. is pleased to submit this updated contract in connection with the Town of Brighton's various general financial services for your consideration and approval.

Per the Municipal Securities Rulemaking Board's (MSRB) Rule G-17, we must have a current contract in place prior to work commencing. These new rules apply to all municipal financial advisors throughout the United States of America as of July 1, 2014. This contract must state fair market value rates and fees and be accepted by both the municipality and Municipal Solutions, Inc. We must, under rule G-17, show that we've acted in good faith with the issuer and to ensure the accuracy of representation in our contracts regarding the agreed upon scope and fees, whether the contract be a Preliminary Authorization to Proceed or a Full Contract.

The MSRB enforces the rules and regulations set by the Securities and Exchange Commission (SEC). Municipal Solutions, Inc. is registered as a recognized municipal advisor with the SEC (MS ID #867-00383) and the MSRB (MS ID #F0173) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act).

This proposal is divided into the following parts and rates can be found in the attached Appendix B:

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

I. Bond Anticipation Note Borrowings

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

- 1) Working with the Town and its engineer, plan a cash flow for the borrowing in compliance with the regulations contained in the Tax Reform Act of 1986.

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

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

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- 2) After cash flow completion, advise on the amount of the issue, timing of the sale and plan the optimum maturity date for the annual payment of the notes.
- 3) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 4) If necessary, apply for municipal note insurance.
- 5) Prepare a Notice of Sale to be used in the advertisement of the sale and, if over \$1,000,000, prepare an Official Statement.
- 6) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.
- 7) Conduct the BAN sale and make recommendation on the award of the lowest net interest cost bid.
- 8) Post sale results to Municipal Solutions' website.
- 9) Coordinate the preparation of BAN documents and the closing of the issue with bond counsel/Town attorney and the successful bidder.
- 10) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 11) Coordinate necessary arrangements for the note closing with the purchaser of the notes.
- 12) If necessary, attend the closing.

II. Long-term Serial Bond Borrowing

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

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

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

III. General Financial Services

General financial services we can provide at an hourly rate, upon request, include:

- 1) Attend construction or other meetings, prepare reports on financial matters of the Town, assist with project and pre-referendum planning, long range and other planning issues, as required.
- 2) Assist the Town in the preparation of financial information that may be used for public discussion or presentation to the bond rating agencies.
- 3) Assist in the development of an operating budget, cash flow and operating expenses and offsetting revenue forecasts.
- 4) Prepare various maturity schedules for Town officials to determine repayment of anticipated borrowed funds for planning purposes.
- 5) Assist with debt service requirements for budgeting purposes.
- 6) Provide bookkeeping services in accordance with New York State Uniform System of Accounts for the project and monthly Balance Sheets, Revenue Detail and Expenses Detail reports to the Town.
- 7) Coordinate the completion of a single audit with a qualified auditor as required by Federal agencies.
- 8) Complete applications to exclude sewer debt from Town's Constitutional debt limit.
- 9) Provide other financial consulting services as may be requested by the Town.

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

A separate contract for Continuing Disclosure Updates per the Securities Exchange Commission (SEC) regulations dated October 2, 2014 was previously submitted and accepted by the Town.

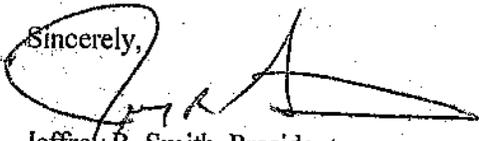
Municipal Solutions, Inc. is a certified Women Business Enterprise through the New York State Department of Economic Development.

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

This contract shall be effective for a period of two (2) years from the date of issuance. Upon acceptance of this proposal, please execute both copies and return one to our Canandaigua office located at 2528 State Route 21, Canandaigua, New York 14424 at your earliest convenience. The terms set forth above are subject to change if we do not receive a signed contract within 45 days.

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

Sincerely,



Jeffrey R. Smith, President
Certified Independent Professional Municipal Advisor

JRS/slw

**Town of Brighton, New York
Contract Dated December 9, 2015
General Financial Services
Accepted by:**

Signature: _____

Name/Title: _____

Date: _____

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APPENDIX A

TOWN OF BRIGHTON, NEW YORK
Contract Dated December 9, 2015
General Financial Services

DISCLOSURE OF CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of Compensation as Potential Conflicts

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

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Fee contingent upon the completion of a financing or other transaction - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement - Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

Other Material Conflicts of Interest

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

From time to time Municipal Solutions, Inc. does provide municipal advisory assistance to surrounding municipalities including, but not limited to, the Town of Pittsford. Municipal Solutions, Inc., is not aware of any material conflicts of interest that this relationship would bring to our fiduciary responsibility to the Town of Brighton as of the date of this Agreement.

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APPENDIX B

**MUNICIPAL SOLUTIONS, INC.
FEE SCHEDULE - 2015**

**Bond Anticipation Notes
Revenue Anticipation Notes
Tax Anticipation Notes**

All note fees are for new and/or renewal issues.

Under \$500,000 (NOS only)
\$500,000 - 999,999 (NOS only)
Over \$1,000,000 (No OS)
\$1,000,000 or more with OS

\$1,350
\$1,900
\$2,200
Base fee of \$4,400
Plus \$175 per million (rounded up to next million)

Serial Bonds:

Under \$1,000,000 (NOS)
Under \$1,000,000
(No OS, w/ Statement of Financial and
Operating Information)
With OS (any amount)
\$1,000,000 - \$1,999,999
\$2,000,000 - \$5,000,000

\$3,500
\$4,500
Base fee of \$8,000
Plus \$500
Additional \$125 per million (rounded up to next million)

Continuing Disclosure

Per Contract Dated October 2, 2014

Hourly Rate

\$120

Expenses

Expenses include copies, postage, mileage at the IRS prevailing rate, travel and, if applicable, conference call fees, official statement printing, website fees and any incidental costs.