

MINUTES OF TOWN BOARD MEETING
OF THE TOWN OF BRIGHTON, COUNTY OF
MONROE, NEW YORK, HELD AT THE
BRIGHTON TOWN HALL, 2300 ELMWOOD
AVENUE, ROCHESTER, NEW YORK
December 23, 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 12:00 PM:

OPEN FORUM:

No Speakers

APPROVAL OF AGENDA:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

December 9, 2015 Town Board Meeting

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS:

MATTER RE: Appropriate Repair Reserve funding to support the Public Safety Wing HVAC project (see Resolution #1).

(Complete transcript available upon request)

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. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Installation of Stop Sign at Bonnie Brae Ave. (Westbound) at Glen Ellyn Way (see Resolution #12)

(Complete transcript available upon request)

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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

COMMITTEE REPORTS:

Parks and Recreation & Community Services – Has not met since last Town Board meeting; Next mtg 1/18/16 at 4:30 PM at Brookside School.

Finance and Administrative Services – Met on 12/15/15; next meeting 1/5/16 at 3:30 PM in the Stage Conference Room at Town Hall.

Public Safety Services – Has not met since last Town Board meeting; next meeting 1/12/16 at 8:00 AM in the Downstairs Meeting Room at Town Hall.

Public Works Services – Has not met since last Town Board meeting; next meeting 1/5/16 at 9:00 AM in the Downstairs Meeting Room at Town Hall.

OLD BUSINESS:

NEW BUSINESS:

MATTER RE: Reading and approval of claims

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to declare a copier determined to be no longer serviceable or with any remaining value, as surplus and disposed of as junk (*See Resolution #2 and memorandum dated December 7, 2015 from Susan Wentworth, Coordinator of Data Processing*).

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. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to renew Brighton Police Department agreements for towing services (*see Resolution #3 and letter dated December 9, 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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to transfer funding totaling \$4,100 from various Highway Department accounts into the Highway-Traffic Signs/Markings account to support unanticipated costs for pavement markings (*see Resolution #4 and letter dated December 10, 2015 from Amy Banker, Highway Department Accountant*).

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. 6 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreements with various stenographers to provide court steno services for 2016 (*see Resolution #5 and letter dated December 11, 2015 from Dianne Burdett, Administrative Court Clerk*).

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. 7 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to award bid to Pipitone Enterprises, LLC to provide HVAC improvements to the Public Safety Wing with authorization for Supervisor to execute associated agreements and change orders not exceeding \$20,000 collectively (*see Resolution #6 and letter dated December 11, 2015 from Michael Guyon, P.E. Town Engineer*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute engagement letter with Raymond F. Wager, CPA, P.C. for 2015 year-end independent audit and accounting and policy compliance services for 2016 (*see Resolution #7 and memorandum from Suzanne Zaso, Director of Finance, dated December 14, 2015*).

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: Authorize Supervisor to execute renewal agreement with Brighton Volunteer Ambulance to provide services for the year 2016 (*see Resolution #8 and memorandum dated December 15, 2015 from Suzanne Zaso, Director of Finance*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Town and Country Cleaners to provide Police uniform dry cleaning and laundering services (*see Resolution #9 and letter dated December 10, 2015 from Police Chief Mark Henderson*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute a Shared Service Agreement with the New York State Department of Transportation to provide emergency assistance services

valued under \$10,000 in the absence of a Governor's Emergency Declaration for 2016 (see Resolution #10 and letter dated December 15, 2015 from the NY State Department of Transportation, Colleen Williams Region 4 Public Coordinator).

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. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Set Public Hearing date of January 13, 2016 for consideration of request from LeChase Construction Co. for temporary amendment to noise law for work associated with the University of Rochester's Imaging & Medical Office Building (see Resolution #11 and letter dated December 21, 2015 from John Grande, Project Manager LeChase Construction).

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

MATTERS OF THE SUPERVISOR:

MATTER RE: Expenses and Revenue for month ending November 30, 2015

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to receive and file the 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:

ADJOURNED AT 1:02 PM:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to adjourn at 1:02 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 23rd day of December 2015 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

TOWN BOARD MEETING
December 23, 2015
12:00 P. M.
Brighton Town Hall
2300 Elmwood Avenue

MEETING CALLED TO ORDER:

OPEN FORUM:

APPROVAL OF AGENDA:

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

December 9, 2015 Town Board Meeting

PUBLIC HEARINGS:

MATTER RE: Appropriate Repair Reserve funding to support the Public Safety Wing HVAC project (see *Resolution #1*).

MATTER RE: Installation of Stop Sign at Bonnie Brae Ave. (Westbound) at Glen Ellyn Way (see *Resolution #12*)

COMMUNICATIONS:

COMMITTEE REPORTS:

Parks and Recreation & Community Services
Finance and Administrative Services
Public Safety Services
Public Works Services

OLD BUSINESS:

NEW BUSINESS:

MATTER RE: Reading and approval of claims

MATTER RE: Approval to declare a copier determined to be no longer serviceable or with any remaining value, as surplus and disposed of as junk (See *Resolution #2 and memorandum dated December 7, 2015 from Susan Wentworth, Coordinator of Data Processing*).

MATTER RE: Approval to renew Brighton Police Department agreements for towing services (see *Resolution #3 and letter dated December 9, 2015 from Police Chief Mark Henderson*).

MATTER RE: Approval to transfer funding totaling \$4,100 from various Highway Department accounts into the Highway-Traffic Signs/Markings account to support unanticipated costs for pavement markings (see *Resolution #4 and letter dated December 10, 2015 from Amy Banker, Highway Department Accountant*).

MATTER RE: Authorize Supervisor to execute agreements with various stenographers to provide court steno services for 2016 (see *Resolution #5 and letter dated December 11, 2015 from Dianne Burdett, Administrative Court Clerk*).

- MATTER RE:** Approval to award bid to Pipitone Enterprises, LLC to provide HVAC improvements to the Public Safety Wing with authorization for Supervisor to execute associated agreements and change orders not exceeding \$20,000 collectively (*see Resolution #6 and letter dated December 11, 2015 from Michael Guyon, P.E. Town Engineer*).
- MATTER RE:** Authorize Supervisor to execute engagement letter with Raymond F. Wager, CPA, P.C. for 2015 year-end independent audit and accounting and policy compliance services for 2016 (*see Resolution #7 and memorandum from Suzanne Zaso, Director of Finance, dated December 14, 2015*).
- MATTER RE:** Authorize Supervisor to execute renewal agreement with Brighton Volunteer Ambulance to provide services for the year 2016 (*see Resolution #8 and memorandum dated December 15, 2015 from Suzanne Zaso, Director of Finance*).
- MATTER RE:** Authorize Supervisor to execute agreement with Town and Country Cleaners to provide Police uniform dry cleaning and laundering services (*see Resolution #9 and letter dated December 10, 2015 from Police Chief Mark Henderson*).
- MATTER RE:** Authorize Supervisor to execute a Shared Service Agreement with the New York State Department of Transportation to provide emergency assistance services valued under \$10,000 in the absence of a Governor's Emergency Declaration for 2016 (*see Resolution #10 and letter dated December 15, 2015 from the NY State Department of Transportation, Colleen Williams Region 4 Public Coordinator*).
- MATTER RE:** Set Public Hearing date of January 13, 2016 for consideration of request from LeChase Construction Co. for temporary amendment to noise law for work associated with the University of Rochester's Imaging & Medical Office Building (*see Resolution #11 and letter dated December 21, 2015 from John Grande, Project Manager LeChase Construction*).

MATTERS OF THE SUPERVISOR:

MATTER RE: Expenses and Revenue for month ending November 30, 2015

MATTERS OF THE ATTORNEY TO THE TOWN:

MATTERS OF THE TOWN CLERK:

MATTERS OF THE BOARD:

MOTION TO GO INTO EXECUTIVE SESSION:

MEETING ADJOURNED:

NEXT TOWN BOARD MEETING:

January 4, 2016 (noon) – Organizational Meeting
 January 13, 2016 - 7 p.m. - Town Board Meeting
 Brighton Town Hall - 2300 Elmwood Avenue

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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS, pursuant to General Municipal Law Section 6-d the Town Board set and published timely and proper notice of a public hearing to be held on December 23, 2015 at noon at Brighton Town Hall, 2300 Elmwood Avenue, Town of Brighton, County of Monroe, New York to consider the appropriation of \$90,000.00 from the Town's Building Repair Reserve Fund (A 889.REPAR) to the Public Safety Wing HVAC Capital Project (H.PSFTY.HVAC 2.63) to provide funds for the HVAC replacement Project in the Public Safety Wing of Town Hall, be received and filed; and

WHEREAS, said public hearing was conducted at the time and place set forth above and all persons having an interest in the matter under consideration having had an opportunity to be heard at said hearing, now

ON MOTION OF COUNCILPERSON _____ AND SAID MOTION HAVING BEEN DULY SECONDED BY COUNCILPERSON _____, IT IS HEREBY

RESOLVED, that upon the testimony and evidence presented at said public hearing the Town Board pursuant to General Municipal Law Section 6-d approves the appropriation of \$90,000.00 from the Town's Building Repair Reserve Fund (A 889.REPAR) to the Public Safety Wing HVAC Capital Project (H.PSFTY.HVAC 2.63) to provide funds for the HVAC replacement Project in the Public Safety Wing of Town Hall.

Dated: December 23, 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 9th day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated November 30, 2015 from Finance Director Suzanne Zaso regarding a request that the Town Board set a public hearing to consider the appropriation of \$90,000.00 from the Town's Building Repair Reserve Fund (A 889.REPAR) to the Public Safety Wing HVAC Capital Project (H.PSFTY.HVAC 2.63) to provide funds for the HVAC replacement Project in the Public Safety Wing of Town Hall, be received and filed; and be it further

RESOLVED, that the Town Board pursuant to General Municipal Law Section 6-d hereby sets a public hearing for December 23, 2015 at noon or as soon thereafter as the matter may be heard to consider the appropriation of \$90,000.00 from the Town's Building Repair Reserve Fund (A 889.REPAR) to the Public Safety Wing HVAC Capital Project (H.PSFTY.HVAC 2.63) to provide funds for the HVAC replacement Project in the Public Safety Wing of Town Hall, and be it further

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

Dated: December 9, 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 30, 2015

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

Re: Set Public Hearing on the Appropriation from the Repair Reserve Fund in Support of the Public Safety Wing HVAC Project

Dear Honorable Town Board:

On February 25, 2015, the Town Board authorized a Bond Resolution in the amount of \$440,000 for the replacement of the heating, ventilation, and air conditioning (HVAC) system in the Public Safety Wing of Town Hall, inclusive of engineering services and financing costs. Since that time additional project costs have been identified, inclusive of a cooling tower unit that has been identified as being in need of replacement. I am recommending that the Town Board appropriate \$90,000 in funding from the Town's Repair Reserve account to provide funding for these additional costs associated with the overall project.

General Municipal Law section 6-d requires that a public hearing be set to appropriate repair reserve funds. Therefore, I am requesting action of the Town Board to set a public hearing for their December 23, 2015 meeting to consider the appropriation of \$90,000 from the Town's Building Repair Reserve Fund (A 889.REPAR) to the Public Safety Wing HVAC capital project (H.PSFTY.HVAC 2.63 – Building Improvements) to support the HVAC system replacement project in the Public Safety Wing of Town Hall.

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

cc: M. Guyon

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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS, the Town Board duly scheduled a public hearing to be held on the 23rd day of December, 2015 at a meeting commencing at 12:00 p.m., prevailing time, to consider a proposed Local Law entitled Local Law #4 2015 Bonnie Brae Avenue and Glen Ellyn Way Local Law, amending Section 185-43 of the Code of the Town of Brighton relating to the installation of a stop sign at the following location:

- Stop sign on Bonnie Brae Avenue/Glen Ellyn Way intersection for traffic traveling westbound on Bonnie Brae Avenue

WHEREAS, the Town Board duly held said public hearing in the matter at the stated time, and all parties desiring to be heard in connection therewith having had an opportunity to be heard; and

WHEREAS, based on the testimony at such public hearing and the materials submitted thereat, the Town Board deems it necessary to adopt the proposed Local Law;

NOW, THEREFORE, on motion of Councilperson _____, seconded by Councilperson _____,

RESOLVED, that pursuant to the provisions of Article 3 of the Municipal Home Rule Law of the State of New York, the Town Board of the Town of Brighton hereby enacts, ordains and adopts the Local Law #4 of 2015 entitled Bonnie Brae Avenue and Glen Ellyn Way Stop Sign Local Law, in the form attached hereto for the Town of Brighton, Monroe County, New York, and directs the Town Clerk to file said Local Law with the New York State Department of State.

Dated: December 23, 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	_____

LOCAL LAW #4 OF 2015
Bonnie Brae Avenue and Glen Ellyn Way STOP SIGN LOCAL LAW

Section 1. Title

This Local Law shall be known as the Bonnie Brae Avenue and Glen Ellyn Way Stop Sign Local Law #4 of the Town of Brighton.

Section 2. Purpose

The purpose of the proposed Local Law is to enhance the safety of the intersections affected, for vehicles and pedestrians using such intersections.

Section 3. Amendments to Article 185-43 of the Town Code

I. Section 185-43 of the Code of the Town of Brighton is hereby amended to add the following intersections as stop intersections at which stop signs shall be installed:

Stop Sign on Bonnie Brae Avenue/Glen Ellyn Way,
Westbound at Bonnie Brae Avenue

Section 4. Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State and posting of stop signs at such intersections.

Section 5. Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local Law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

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

STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

SS.

Lorrie Helling being duly sworn, deposeeth and saith that she is the bookkeeper for **BRIGHTON-PITTSFORD POST**, a weekly newspaper published in the Town of Pittsford, County and State aforesaid, and that a notice, of which the annexed is a printed copy, was published in the said paper at least once in each week, for 1 successive weeks, commencing on the 3 day of December, 2015 and ending on the 3 day of December, 2015.

Lorrie Helling

Sworn to before me, this 10 day of Dec 2015.

Barbara S. Connelly

Notary Public, State of N.Y.

Legal 07- 02551806

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

LEGAL NOTICE
NOTICE OF
PUBLIC
HEARING
Please take no-
tice that the
Brighton Town
Board will hold a
public hearing at
the Brighton
Town Hall, 2500
Elmwood Ave,
Rochester,
NY 14618 at their
regularly sched-
uled meeting on
December 22nd at
12:00pm with the
goal to request
to consider re-
moving the exist-
ing sign with
a sign sign at the
intersection of
Bentley Blvd
(Westbound) and
Glen Ely Ave.
Brighton
Town Clerk
November 24,
2015
De/09
02551806

EXHIBIT NO 3

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

December 23, 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>288,727.29</u>
D - HIGHWAY		<u>128,566.14</u>
H - CAPITAL		<u>18,981.54</u>
L - LIBRARY		<u>70,433.40</u>
SA - AMBULANCE DIST		<u>2.34</u>
SF - FIRE DIST		<u>321.86</u>
SS - SEWER DIST		<u>23,733.35</u>
TA - AGENCY TRUST		<u>28,678.61</u>
	TOTAL \$	<u>559,444.53</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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated December 7, 2015 from Coordinator of Data Processing, Susan Wentworth regarding a request that the Town Board declare a certain Xerox copier Model 5632 (Town Item # 005662) as surplus as it is no longer serviceable and to authorize the disposition of the same as junk, be received and filed; and be it further

RESOLVED, that the Town Board hereby declares a certain Xerox copier Model 5632 (Town Item # 005662) as surplus as it is no longer serviceable and authorizes the disposition of the same as junk.

Dated: December 23, 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
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(585) 784-5390 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
Subject: Recommended Disposal of Certain Fixed Assets

From: Susan Wentworth, Coordinator of Data Processing *SW*

Date: December 7, 2015

In accordance with the Town Board's Fixed Asset Policy and Procedures (as amended), I am requesting that Your Honorable Body authorize the disposal of certain fixed asset items in my care and custody as listed on the attached Fixed Assets/Inventory Update Sheet(s). The item(s) listed are no longer needed or available to support departmental operations. In this particular instance:

The item(s) listed have remaining value, are serviceable, and should be sold to the highest bidder by auction to be conducted by the Town, or by the Town's authorized agent.

The item(s) listed have remaining value, are serviceable, and should be sold to the highest bidder by means of a sealed bid.

The item(s) have no remaining value and/or are no longer serviceable and should be disposed of as junk.

The item(s) listed have been lost or destroyed and should be removed from the Town's fixed asset and inventory records.

The formal action being requested of the Town Board is the declaration as surplus or junk (as indicated above) of the item(s) listed on the attached. As the department head responsible for the care and custody of the item(s) listed, I would be happy to respond to any questions the Committee, or other members of the Town Board may have.

Copy to: S. Zaso, Finance Department

Attached: Fixed Assets/Inventory Update Sheet

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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated December 9, 2015 from Chief of Police Mark T. Henderson regarding a request that the Town Board authorize the Supervisor to execute contracts for calendar year 2016 to renew the Town's towing agreements with the three vendors currently under contract with the Town with no change in pricing, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute contracts for calendar year 2016 to renew the Town's towing agreements with the three vendors currently under contract for up to three additional one-year terms upon the same terms and conditions, without further approval by the Town Board.

Dated: December 23, 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

December 9, 2015

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

Re: 2016 Towing Contracts

Dear Board Members:

On December 31, 2015, the Brighton Police Department's agreements with our towing vendors will expire. I am requesting authorization to renew the agreement with our current three vendors for 2016 with the option to renew for up to three years.

There is no change in pricing. The current pricing structure is current with the Monroe County Sheriff's Office pricing, dated January 1, 2013. All other county municipalities use this pricing.

I will be happy to answer any questions you may have.

Respectfully,

A handwritten signature in black ink that reads "Mark T. Henderson". The signature is written in a cursive style with a long horizontal line extending to the right.

Mark T. Henderson
Chief of Police

MTH:jpo

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 10, 2015 from Highway Department Accountant Amy Banker regarding a request that the Town Board authorize the transfer of funds totaling \$4,100.00 from various Highway Department Accounts into the Highway-Traffic Signs/Markings Account to support unanticipated costs for additional pavement markings needed all as detailed in her correspondence, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the transfer of funds totaling \$4,100.00 from various Highway Department Accounts into the Highway-Traffic Signs/Markings Account to support unanticipated costs for additional pavement markings needed all as detailed in the above referenced correspondence.

Dated: December 23, 2015

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



Town of Brighton
Department of Public Works Operations Center

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

December 10, 2015

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

Re: Transfer of Funds

Honorable Members:

I recommend that a transfer be approved from:

Highway – Highway Parks – Maintenance Equipment (A.HWY.7110 2.40) in the amount of \$1,100.00; Highway Parks – Other Contracted Services (A.HWY.7110 4.49) in the amount of \$200.00; Highway Parks – Uniforms/Clothing (A.HWY.7110 4.71) in the amount of \$200.00; Highway Parks – Memberships & Training (A.HWY.7110 4.74) in the amount of \$500.00; Highway Landfill – Tools (A.HWY.8160 2.19) in the amount of \$70.00; Highway Landfill – Highway Equipment (A.HWY.8160 2.30) in the amount of \$870.00; Highway Landfill – Maintenance Equipment (A.HWY.8160 2.40) in the amount of \$1160.00

to:

Highway – Traffic Signs/Markings – Road Materials (A.HWY.3310 4.16) in the amount of \$4,100.00

The funds are needed to cover the unanticipated increase in cost for Pavement Markings done by Monroe County. I can answer any questions if needed.

Sincerely,

Amy Banker
Accountant

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated December 11, 2015 from Administrative Court Clerk Dianne Burdett regarding a request that the Town Board authorize the Supervisor to execute contracts to renew the Town Court's agreements with Frank A. Scarcelli and Edith E. Forbes to provide stenographic and transcription services at the rate of \$40.00 per hour for calendar year 2016, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute contracts to renew the Town Court's agreements with Frank A. Scarcelli and Edith E. Forbes to provide stenographic and transcription services at the rate of \$40.00 per hour for calendar year 2016.

Dated: December 23, 2015

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

JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

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

<http://www.townofbrighton.org>

JUSTICES
KAREN MORRIS
JOHN A. FALK

COURT ADMINISTRATOR
DIANNE BURDETT
ASSISTANT COURT CLERK
MARY JO SCHILLER

December 11, 2015

Town of Brighton
Finance and Administrative Services Committee
2300 Elmwood Avenue
Rochester, N.Y. 14618

Re: Renewal of Service Agreements

Dear Finance Committee Members,

The court is requesting approval to renew our service agreements for the 2016 calendar year. The agreements are with the court's stenographers and language interpreter. Fees for language interpreting services remain unchanged at \$65 flat rate per/4 hr. session and are fully reimbursed by Monroe County. Steno fees were increased to \$40/hr. this year and will remain at the rate for the coming year. Copies of the service agreements are enclosed for your review.

I am happy to answer any questions you may have with respect to these service providers. They continue to provide professional services to the court and I am recommending their contracts be renewed.

Sincerely,



Dianne Burdett
Administrative Court Clerk

Enclosures

cc: Suzanne Zaso, Finance Director
file

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2016,
by and between the Town of Brighton, a municipal corporation, with offices at
2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as
the "Town", and **Frank A. Scarcelli**, with offices at (or residing at)
133 Raleigh St., Rochester, NY 14620, hereinafter referred to
as the "Contractor".

WITNESSETH

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

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

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

1. The Contractor hereby agrees to perform the following services for the
Town of Brighton: Court reporting services and transcripts as requested.
2. The term of this agreement shall be from January 1, 2016 to
December 31, 2016. This contract may be terminated by the Town of
Brighton upon written notice to the Contractor.
3. The Town hereby agrees to pay the Contractor a sum in full satisfaction
of all expenses and compensation due the Contractor not to exceed _____
_____ DOLLARS (\$_____). Said sum shall be paid as follows:
\$80.00 appearance fee (or first 2 hrs.); \$40.00 thereafter, for each additional

hour; \$3.65/page for transcript; \$5.00 for expedited transcript.

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

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

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

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

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its

employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

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

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Town of Brighton

By: _____
William Moehle, Supervisor

By: _____

(Print Name)

Fed. I.D. # or Social Security #

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2016,
by and between the Town of Brighton, a municipal corporation, with offices at
2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as
the "Town", and **Edith E. Forbes**, with offices at (or residing at)
21 Woodcrest Dr., Batavia, NY 14020, hereinafter referred to
as the "Contractor".

WITNESSETH

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

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

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

1. The Contractor hereby agrees to perform the following services for the
Town of Brighton: Court reporting services and transcripts as requested.

2. The term of this agreement shall be from January 1, 2016 to
December 31, 2016. This contract may be terminated by the Town of
Brighton upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction
of all expenses and compensation due the Contractor not to exceed _____
_____ DOLLARS (\$_____). Said sum shall be paid as follows:

\$80.00 appearance fee (or first 2 hrs.); \$40.00 thereafter, for each additional hour; \$3.65/page for transcript; \$5.00 for expedited transcript.

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

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

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

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

7. The Contractor covenants and agrees that it will conduct itself consistent

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

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

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Town of Brighton

By: _____
William Moehle, Supervisor

By: _____

(Print Name)

Fed. I.D. # or Social Security #

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 11, 2015 from Town Engineer Michael E. Guyon, P.E. and the bid materials attached thereto regarding a request that the Town Board authorize the Supervisor to execute a contract with Pipitone Enterprises, LLC for the base bid plus Alternate M1 for a total contract price not to exceed \$475,190.00 as the lowest responsive and responsible bidder for said work for the HVAC Improvements in the Public Safety Wing of Town Hall, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Pipitone Enterprises, LLC for the base bid plus Alternate M1 for a total contract price not to exceed \$475,190.00 as the lowest responsive and responsible bidder for said work for the HVAC Improvements in the Public Safety Wing of Town Hall, subject to the review and approval of said contract by the Attorney to the Town; and be it further

RESOLVED, that the Supervisor is authorized to execute any additional change orders to the above referenced contract without further Town Board approval so long as such change orders do not increase the total contract price by more than \$20,000 in the aggregate.

Dated: December 23, 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

December 11, 2015

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

Re: Award of Bid
Public Safety Wing
HVAC Improvements

Dear Councilperson Werner and Committee Members:

The bids for the above referenced project were publicly advertised and publicly opened on November 24, 2015 at 10:00 AM, all as required by law. A copy of the bid advertisement and bid tabulation are attached for your reference. The bid documents included two alternates, replace the existing cooling tower and modify the contractor work hours to 6:00 PM to 6:00 AM Monday through Friday and all day Saturday and Sunday. Six bids were received and are shown in Table – 1.

Table – 1 Bid Results Summary

Bid #	Company Name	Base Bid	Alternate No. M1	Alternate No. M2	<u>Bid Award</u>
			Replace Cooling Tower	After Hours Work	Base Bid plus Alternate No. M1
1	Pipitone Enterprises, LLC	\$419,250.00	\$55,940.00	\$24,000.00	\$475,190.00
2	Bell Mechanical Contractor, INC.	\$492,000.00	\$62,000.00	\$36,000.00	\$554,000.00
3	Landry Mechanical Contractors	\$420,500.00	\$64,000.00	\$26,500.00	\$484,500.00
4	Amering & Johnston, INC	\$481,100.00	\$52,600.00	\$46,100.00	\$533,700.00
5	T. Bell Construction Corp.	\$489,200.00	\$56,000.00	\$25,000.00	\$545,200.00
6	Lloyd Mechanical Co. LLC	\$392,000.00	\$125,000.00	\$16,000.00	\$517,000.00

The proposed project cost exceeds the Equipment and Capital Outlay Budget of \$405,000 by \$70,190. Additional funding is proposed to be appropriated from the Town's Repair Reserve account.

M/E Engineering P.C. and Town Staff reviewed the bids for completeness and accuracy and concluded that the low base bid plus Alternate M1 submitted by Pipitone Enterprises, LLC is a true representation of the costs to complete the project and the contractor is qualified to complete the works of the Contract. Therefore, I am requesting that FASC recommend that the Town Board award the base bid, Public Safety Wing – HVAC Upgrades, plus Alternate M1, Replace Cooling Tower, to the low, responsible and responsive bidder, Pipitone Enterprises, LLC for a cost not to exceed \$475,190. I further



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

recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed \$20,000.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 15, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,

Mike Guyon, P.E.
Town Engineer

Attachments

cc: S. Zaso
T. Keef
M. Hussar
Chad Roscoe
J.P. Obrien
Steve Spencer

STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

ss.

Lorrie Helling being duly sworn, deposeth and saith that she is the bookkeeper for **BRIGHTON-PITTSFORD POST**, a weekly newspaper published in the Town of Pittsford, County and State aforesaid, and that a notice, of which the annexed is a printed copy, was published in the said paper at least once in each week, for 1 successive weeks, commencing on the 22 day of October, 2015 and ending on the 22 day of October, 2015.

Lorrie Helling

Sworn to before me, this 29 day of Oct 2015.

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

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

Legal 07-02551202

LEGAL NOTICE
ADVERTISEMENT FOR BIDS

The Town of Brighton, Monroe County, New York will receive sealed bids for the improvements to the Town of Brighton Public Safety Wing
HVAC Upgrades

Sealed Bids will be received and bids publicly opened and read at the following place and time:

Place: Town of Brighton
Dept. of Public Works
2300 Elmwood Avenue
Rochester, New York 14618

Date: Thursday November 12, 2015

Time: 10:00 A.M. Local Time

The work consists principally of mechanical, electrical and control work for the upgrade/replacement of the HVAC system and associated systems serving the Town of Brighton Public Safety Wing.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and Specifications are available for inspection at the above location and may be obtained upon payment of twenty-five (\$25.00) dollars (non refundable) for each set of documents requested. The check for the Plans and Specifications shall be made payable to the Town of Brighton. Alternatively, Plans and Specifications can be downloaded from the Town's website (www.townofbrighton.org) under the Town Departments - Public Works - Current Bid Offerings.

The Town of Brighton will hold a site walk thru on Thursday October 29, 2015 at 10:00 A.M. Local Time which we encourage any and all bidding contractors to attend.

Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee for an amount not less than five percent (5%) of the base bid amount in accordance with the INSTRUCTIONS TO BIDDERS.

The Town of Brighton is exempt under New York State Tax law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the bid.

All prices bid shall be good for a period of sixty (60) days after opening. The Town of Brighton reserves the right to consider bids for sixty (60) days after their receipt before awarding any contract. The Town of Brighton further reserves the right to reject any and all bids, and to accept any Proposal or individual item or items, which it may deem to be the most favorable to its best interests.

A noncollusive bidding certificate shall be included with each bid.

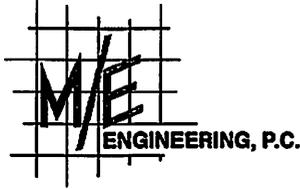
The attention of the Bidder is called to the requirements as to the conditions of employment and the minimum wage rates to be paid under this contract.

The Contractor, by bidding on the contract, acknowledges his or her understanding and support of this policy and pledges to fully cooperate within the Town of Brighton in meeting State requirements as set forth in the Bidding and Contract Documents.

Town of Brighton
October 22, 2015

Timothy Keef, P.E.
Commissioner of Public Works (585)784-5250

Cc 22
02551202



**Mechanical/Electrical
Engineering Consultants**

Rochester • Buffalo • Syracuse • Capital District

December 2, 2015

TOWN OF BRIGHTON - PSW HVAC UPGRADES
M/E Reference 150091

TOWN OF BRIGHTON - DEPARTMENT OF PUBLIC WORKS
2300 Elmwood Avenue
Rochester, NY 14618

Attention: Michael Guyon, PE

Re: Public Safety Wing - HVAC Upgrades
Recommendation to Award Contracts

Dear Mr. Guyon:

This letter is in regard to the November 24, 2015 bids for the Public Safety Wing HVAC Upgrades.

We have reviewed the proposals and our bid tabulation is attached. Our recommendation is based on the following criteria.

1. You have indicated Alternate #1 will be accepted but not Alternate #2. We are assuming the budget is adequate for this amount.
2. Each of the proposals was clear with the bid number and addendums were indicated.
3. Bonding information was included.
4. The variation of the bids is within industry standards.
5. We assume that all applicable paperwork has been submitted to the Town of Brighton.

Based upon this we recommend awarding the contract for the Base Bid and Alternate #1 to Pipitone Enterprises, LLC for the total amount of \$475,190.

Please call us if you would like to discuss this further.

Sincerely,

M/E ENGINEERING, P.C.

Brian Danker

Brian Danker, PE
Associate

Cc: Chad Roscoe, Town of Brighton
BLD:hrm
Enc.: Bid Tabulation
P:\2015\15-0000\150091\Letters\150091-151202-BLD-Ltr-TOB_Guyon R1.doc

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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated December 14, 2015 from Director of Finance Suzanne Zaso regarding a request that the Town Board authorize the Supervisor to execute a letter of engagement with Raymond F. Wager, CPA, P.C. for services relating to the independent audit for calendar year 2015 at a cost not to exceed \$23,625.00 plus accounting and policy compliance services as needed, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a letter of engagement with Raymond F. Wager, CPA, P.C. for services relating to the independent audit for calendar year 2015 at a cost not to exceed \$23,625.00 plus accounting and policy compliance services as needed at the hourly rates set forth in such agreement.

Dated: December 23, 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

December 14, 2015

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

Re: Engagement Letter for Independent Audit and Accounting Services
Raymond F. Wager, CPA, P.C.

Dear Honorable Town Board:

In 2013 the Finance Department sought proposals for independent audit and accounting services and, after careful evaluation, the Town Board authorized awarding these services to Raymond F. Wager, CPA, P.C. for a period of five years. To secure these services, an annual engagement letter needs to be authorized and signed.

My formal request of the Town Board is to authorize the Supervisor to execute the an Engagement Letter with Raymond F. Wager, CPA, P.C. for services relating to the independent audit for calendar year 2015 along with accounting and policy compliance services as needed. The base fees for these services are not to exceed \$23,625; plus any fees per the agreement for additional services as required or requested. Adequate funding for these services is provided for in the 2016 Town budget.

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

Sincerely,

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

Suzanne E. Zaso
Director of Finance

TOWN OF BRIGHTON

NEW YORK

ENGAGEMENT LETTER FOR ACCOUNTING SERVICES

FOR YEAR ENDED DECEMBER 31, 2015

Raymond F. Wager, CPA, P.C.
Certified Public Accountants

Shareholders:

Raymond F. Wager, CPA
Thomas J. Lauffer, CPA
Thomas C. Zuber, CPA

Members of
American Institute of
Certified Public Accountants
and
New York State Society of
Certified Public Accountants

December 7, 2015

Ms. Suzanne Zaso, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Ms. Zaso:

We are pleased to confirm our understanding of the services we are to provide the Town of Brighton for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General and Major Special Revenues Fund Types (Unaudited)
3. Schedule of Town's Proportionate Share of the Net Pension Liability (Unaudited)
4. Schedule of Town Contributions (Unaudited)
5. Schedule of Funding Progress (Unaudited)

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

1. Combining Balance Sheet – Nonmajor Governmental Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds
3. Combining Balance Sheet – Nonmajor Special Revenues Funds
4. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenues Funds

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the governing board of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

(Audit Procedures-General) (Continued)

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the Town in conformity with U.S. generally accepted accounting principles based on information provided by you.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

(Management Responsibilities) (Continued)

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

IRS Form 990

We will prepare Form 990 - Return of Organization Exempt From Income Tax, for the year ended December 31, 2014 for the Library. As part of this process we request certain information which relates to the Library Gift Funds. The information provided is used to compile the Library's Form 990 and we do not audit the transactions of or the process and procedures utilized in the collection, disbursements, and reporting of the transactions.

Justice Accounts

We will perform the procedures enumerated below, which are agreed to by the Town of Brighton (the Town) solely to assist in evaluating the financial accounting and reporting of the Town of Brighton's Justice Accounts (two Justices) for the year ended December 31, 2015.

This engagement to apply agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this engagement has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

(Justice Accounts) (Continued)

Because the agreed-upon procedures listed below do not constitute an examination, we will not express an opinion on the Town's Justice Accounts. In addition, we have no obligation to perform any procedures beyond those listed below.

The procedures we will perform are in accordance with the annual checklist for Review of Justice Court records per NYS Comptroller as follows:

1. We will review and test bank reconciliations for two random months, and at year end, for the judge fine and bail accounts.
2. For the same two months, above, we will review the monthly report submitted to the New York State Comptroller for the following:
 - a) For a sample of fines, criminal and civil cases, and dismissed charges, we will examine the supporting cash file, supporting cash receipt and how it was reported.
 - b) For a sample of bail activity, we will examine the supporting case file and cash receipt, and disbursement documentation.
3. We will review outstanding bail at year end against case files and accounting information to verify it is proper outstanding bail.
4. We will review a sample of accounts receivable to ensure reporting to DMV is made timely and unpaid/unanswered tickets are properly scofflawed.
5. We will review the internal accounting control procedures for the Justice Accounts.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Town Board, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the Town Justice transactions in accordance with the New York State Guidelines; and for selecting the criteria and determining that such criteria are appropriate for your purposes.

Special Review-Agreed Upon Procedures

We will perform the procedures enumerated below, which are agreed to by the Town of Brighton (the Town) solely to assist in evaluating the procedures and controls of the samples selected for the year ended December 31, 2015.

This engagement is to apply agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this engagement has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

(Special Review-Agreed Upon Procedures) (Continued)

Because the agreed-upon procedures listed below do not constitute an examination, we will not express an opinion on the Town's procedures. In addition, we have no obligation to perform any procedures beyond those listed below.

1. For a selected sample, we will review payroll processing and documentation for at least one of the following departments that retain original "time card" reporting in their respective office. We will select the department(s) to be tested using auditor judgment and past experience:
 - a. Highway and Sewer Departments
 - b. Brighton Memorial Library
 - c. Police Department
 - d. Recreation Department
2. We will review a significant sample of selected cash disbursements for documentation developed and retained by Town departments relating to soliciting competitive pricing for goods and services, including professional services, to provide reasonable assurance of conformance to the Town's Procurement Policy.
3. We will review the financial related confidential records maintained by the Police Department to ensure appropriate use of Town funds relating specifically to the Police Department Confidential Fund.
4. We will review the investment transactions and accounting maintained by the Finance Department to provide reasonable assurance of conformance to the Town Board's Deposit and Investment Policy.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Town Board, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the Town transactions in accordance with the Town's Guidelines; and for selecting the criteria and determining that such criteria are appropriate for your purposes.

Review of Town Clerk's Financial Records-Agreed Upon Procedures

We will apply the agreed-upon procedures which Town has (have) specified, listed below, to the Town Clerk and Receiver of Taxes of the Town of Brighton as of December 31, 2015 prepared in accordance with New York State Guidelines. This engagement is solely to assist the Town Board in the review of the town clerk/receiver of taxes transactions. This engagement to apply agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the agreed-upon procedures report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this engagement has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed below do not constitute an examination, we will not express an opinion or any other form of assurance with regard to this engagement. In addition, we have no obligation to perform any procedures beyond those listed below.

(Review of Town Clerk's Financial Records-Agreed Upon Procedures) (Continued)

For two randomly selected months, the following procedures will be applied to evaluate the Town Clerk/Receiver of Taxes' financial records for the year ended December 31, 2015:

1. We will determine whether cash collections are properly recorded in the cash receipts book.
2. We will determine whether postings in the cash receipts book are supported by original source documents.
3. We will determine whether monthly reports agree with the cash receipts book.
4. We will determine whether deposits are made intact and on a timely basis.
5. We will determine whether disbursements are in agreement with the cash book and corresponding monthly reports.
6. We will determine that the fees collected are properly accounted for.

Upon completion of this review of the Town Clerk/Receiver of Taxes, we will issue a written report summarizing our findings. This report is intended solely for the use of Town Board, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Annual Financial Report – Update Document

We will compile the Town of Brighton Annual Financial Report - Update Document for the year ended December 31, 2015. This report will be completed for filing with the New York State Department of Audit and Control. If circumstances exist which would preclude the timely filing of this report, you would be notified immediately.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Raymond F. Wager, CPA, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Raymond F. Wager, CPA, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. Mr. Raymond Wager is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

(Engagement Administration, Fees, and Other) (Continued)

Our fee to complete the above services for the Town of Brighton will not exceed the following:

Regular Audit in accordance with GASB #34	\$	16,275
Annual Financial Report - Update Document		1,200
IRS Form 990 - Library		850
Special Review - AUP		1,600
Town Clerk - AUP		1,400
Review of Justice Accounts		2,300
Total	\$	23,625

We do not charge for any phone consultation throughout the year. If you require accounting assistance which necessitates travel to your location, we will charge an hourly rate and mileage. Our hourly rates for 2015 will be as follows:

Shareholders	\$ 165	Managers	\$ 110	Audit Supervisor	\$ 95
Senior Accountants	\$ 80	Staff Accountants	\$ 65		

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Raymond F. Wager

This letter correctly sets forth the understanding of the Town of Brighton, New York.

By: _____ Title: _____

Date: _____

Kevin J. McCoy, CPA

System Review Report

Thomas W. Donovan, CPA

Frank S. Venezia, CPA

To the Shareholders

James E. Amell, CPA

Raymond F. Wager, CPA, P.C.

Carol A. Hausamann, CPA

and the Peer Review Committee of the NYSSCPA

Daniel J. Litz, CPA

We have reviewed the system of quality control for the accounting and auditing practice of Raymond F. Wager, CPA, P.C. (the firm) in effect for the year ended May 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

Karl F. Newton, CPA

Kevin P. O'Leary, CPA

Timothy A. Reynolds, CPA

Heather D. Patten, CPA

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Raymond F. Wager, CPA, P.C. in effect for the year ended May 31, 2015 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Raymond F. Wager, CPA, P.C. has received a peer review rating of *pass*.

Marvin and Company, P.C.

July 24, 2015

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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated December 15, 2015 from Director of Finance Suzanne Zaso regarding a request that the Town Board authorize the Supervisor to execute a contract to renew the Town's agreement with Brighton Volunteer Ambulance, Inc. to provide emergency medical services and transport services at a contract price of \$272,000.00 for calendar year 2016, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract to renew the Town's agreement with Brighton Volunteer Ambulance, Inc. to provide emergency medical services and transport services at a contract price of \$272,000.00 for calendar year 2016, subject to the review and approval of said contract by the Attorney to the Town.

Dated: December 23, 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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance 
Date: December 15, 2015
Subject: Brighton Volunteer Ambulance
2016 Contract Renewal

I recommend that Your Honorable Body authorize the Supervisor to execute a renewal agreement for 2016 with Brighton Volunteer Ambulance, Inc. in the amount of \$272,000 as approved and adopted in the 2016 Town Budget. This represents a decrease of \$34,000 from the 2015 contract. Also note that the Town will retain \$30,000 to be applied towards fuel usage by BVA in 2016. Per the contract an updated certificate of insurance will be on file.

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 10, 2015 from Chief of Police Mark T. Henderson regarding a request that the Town Board authorize the Supervisor to execute a contract to renew the Town's agreement with Town and Country Cleaners for uniform dry cleaning and laundering services for calendar year 2016, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract to renew the Town's agreement with Town and Country Cleaners for uniform dry cleaning and laundering services for calendar year 2016, and to renew such contract for up to three additional one-year terms upon the same terms and conditions, without further approval by the Town Board.

Dated: December 23, 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

December 10, 2015

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

RE: Dry Cleaning 2016

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Town and Country Cleaners and the Town of Brighton for uniform dry cleaning and laundering services. This contract is for the period beginning January 1, 2016 through December 31, 2016 with the option to renew for up to three years.

In accordance with the Town's procurement policy, three written requests for pricing were sought. I ask that Town and Country be awarded the agreement based on being the low aggregate bidder for all uniform items at a cost of \$13.00. Town and Country Cleaners is also able to meet our drop off and pick up requirements set forth by the Brighton Police Department.

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

Respectfully,

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

Mark T. Henderson
Chief of Police

MTH:jpo
Attachment

TOWN OF BRIGHTON

DEPARTMENT: POLICE

REQUEST FOR QUOTATION

APPROPRIATION CODE: 3120 4.72

THIS IS AN INQUIRY, NOT AN ORDER FOR THE PRICE OF THE COMMODITY SPECIFIED BELOW:

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	Laundry and Dry Cleaning of Uniforms	13.00	13.00
		Total	\$13.00

DELIVERY LOCATION: 2300 Elmwood Avenue - BPD

TERMS: 2016 with option to renew for up to 3 years

VENDORS CONTACTED:

- 1. NAME: Town and Country Cleaners DATE QUOTED: 11/25/15
ADDRESS: 2308 Monroe Avenue PRICE OR BEST ESTIMATE: \$13.00
Rochester, NY 14618
PHONE: (585) 244-4780 DELIVERY DATE: _____
ACCEPTED REJECTED
- 2. NAME: Speedy Cleaners DATE QUOTED: 11/25/15
ADDRESS: 3035 Monroe Avenue PRICE OR BEST ESTIMATE: \$23.50
Rochester, NY 14618
PHONE: (585) 586-0870 DELIVERY DATE: _____
ACCEPTED REJECTED
- 3. NAME: Julian Cleaners DATE QUOTED: No Response
ADDRESS: 699 Blossom Road PRICE OR BEST ESTIMATE: No Reponse
Rochester, NY 14610
PHONE: (585) 482-0860 DELIVERY DATE: _____
ACCEPTED REJECTED

DEPARTMENT PURCHASING AGENT:

Are there any trade-in allowances or discounts applicable to this purchase? N/A

Remarks: _____

I certify that all required purchasing procedures have been followed.

A.P.O.B.
DEPARTMENT PURCHASING AGENT
12-14-15
DATE

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that electronic mail correspondence dated December 15, 2015 from NYS Department of Transportation Region 4 Public Involvement Coordinator Colleen M. Williams and the Shared Services Agreement attached thereto regarding a request that the Town Board authorize the Supervisor to execute a shared services contract with NYS Department of Transportation to provide emergency assistance services to the Town valued under \$10,000 without the necessity of a Governor's Emergency Declaration, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a shared services contract pursuant to General Municipal Law Section 99-r with NYS Department of Transportation to provide emergency assistance services to the Town valued under \$10,000 without the necessity of a Governor's Emergency Declaration for calendar year 2016.

Dated: December 23, 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	_____



**Department of
Transportation**

From: dot.sm.r04.projects [mailto:R4Projects@dot.ny.gov]
Sent: Tuesday, December 15, 2015 2:13 PM
To: william.moehle@townofbrighton.org
Subject: Shared Service Agreement for Emergency Assistance [2667]
Importance: High

Dear Mr. Moehle:

I am writing to make you aware of an effective mechanism that allows NYSDOT to provide emergency assistance to municipalities in the absence of a Governor's Emergency Declaration. For services or materials that are valued at less than \$10,000, NYS comptroller rules allow NYSDOT to "trade" services utilizing a simple one page agreement. Having such an agreement in place facilitates the ability to provide support more quickly when an emergency arises.

For this to occur, we use a Shared Service Agreement (SSA) to set up the arrangement. With an agreement in place, we are prepared to share assistance for the one-year term during which it would apply. Should you be interested in entering into a Shared Service agreement, I've attached a copy; please sign, date, and send the agreement back by December 23, 2015 to:

1530 Jefferson Rd, Rochester, NY 14623;

or e-mail me at dawn.jindra@dot.ny.gov;

or send a fax to [585-272-3474](tel:585-272-3474)

Attn: Dawn Jindra, Assistant Regional Director of Operations

Having this plan in place will ensure that there are no procedural obstacles to our sharing of resources, if and when the need arises.

Please feel free to reach out to our Regional office, at [585-272-3400](tel:585-272-3400) with any questions or concerns you may have.

Colleen M. Williams

Region 4 Public Involvement Coordinator

1530 Jefferson Road

Rochester, NY 14623

SHARED SERVICES AGREEMENT
Between
NYS DOT and _____

THIS AGREEMENT, dated _____, 201_, is between the People of the State of New York, hereinafter referred to as "State" or "NYS DOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYS DOT – Region __

MUNICIPALITY

By: _____ Date: _____
Resident Engineer – _____ County

By: _____ Date: _____
_____ Highway Superintendant

NYS DOT – Region __

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: Not to exceed \$10,000. _____

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: Not to exceed \$10,000. _____

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 23rd day of December, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 21, 2015 from John Grande, Project Manager, LeChase Construction Company regarding a request to hold a Public Hearing on a proposed Local Law to temporarily amend the Town's Noise Law to allow for construction work to install an external concrete slab on the roof deck and various internal concrete slabs, during the hours of 7 a.m. to midnight for the University of Rochester's Imaging & Medical Office Building project, and a copy of the proposed temporary amendment to the Local Law, be received and filed; and be it further

RESOLVED, that the Town Board hereby sets a public hearing for January 13, 2015 at 7:00 pm at Brighton Town Hall, 2300 Elmwood Avenue regarding said proposed Local Law and directs the Town Clerk to post and publish such notice as is required by law regarding such public hearing.

Dated: December 23, 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	_____



December 21, 2015

Honorable William Moehle
Supervisor Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: University of Rochester Imaging & Medical Office Building
Concrete slab on roof deck and interior concrete slabs
Temporary Amendment to Town of Brighton Noise Law

Dear Supervisor Moehle:

This letter serves as our request for a temporary amendment to the Town of Brighton's Noise Law, Chapter 102 of the Code of the Town of Brighton for the above referenced project during the concrete slab pours for the project.

The above referenced project requires us to pour 116,000 square feet of concrete, 29,000 square feet on the roof deck, 29,000 square feet on 3rd floor, 29,000 square feet on the 2nd floor, and 29,000 square feet on the 1st floor. Due to the curing time for concrete in the colder temperatures, we are anticipating breaking them up into approximately 14,500 square feet per pour to maximize the concrete slab quality and attempt to stay within the Town of Brighton's Noise Law. Due to the inconsistency of concrete curing process, we cannot guarantee we will be able to complete each pour within 12 working hours, per the Noise Law requirements.

Based on the current schedule we would anticipate these concrete pours to occur 1 to 2 times each week, from Mid-January through the end of February.

If we start our concrete pours at 8 am, the concrete pump truck will need to arrive at 7 am to allow for the set up time, the first concrete truck will arrive at 7:45 to allow us to prime the pump and start concrete placement at 8:00. We should be complete with placement operation by 1:00, which would be the noisy portion of the work. The finishing process is dependent on the chemical reaction with in the concrete material; unfortunately, due to the colder temperatures this time of the year, the process can be delayed even utilizing accelerating additives. We do expect the process to go into the evening hours requiring temporary light plants with low decibel rated generators (70 db at 50 feet) for safety of the workers. Light plants will be only be utilized on the roof deck, pointed away from the residences, 1st, 2nd and 3rd floor concrete pours shall utilize temporary interior LED or fluorescent lighting hung from the steel structure above to mitigate any light towards the residential area. The only other piece of equipment that may run periodically after 7pm would be a power trowel, with approximately 600' of wooded area between the residences and our building location; we anticipate the noise to be at a minimum. Based on the current building enclosure schedule, we also anticipate the South façade of the building facing the residence to be fully installed to assist in any noise mitigation.

We would request the hours of operation to be from 7 am to midnight even though we don't anticipate being that late; we will make every effort to complete the work with in the Town of Brighton noise law parameters. LeChase Construction shall provide written notification to all the residents within 1,000 feet of the project prior to the public meeting based on the Town of Brighton's requirements.

We respectfully request that a public hearing be scheduled for the January 13, 2016 Town Board meeting for this item. LeChase construction will have representatives at the public hearing to answer questions from the Board and the public. Should you have any questions or require further information. Please do not hesitate to contact me at 967-4914
Sincerely,

LeCHASE CONSTRUCTION SERVICES, LLC

A handwritten signature in black ink, appearing to read 'John Grande'.

John Grande
Project Manager

CC; Jonathan McCann (University of Rochester)

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LOCAL LAW #1 OF 2016

2016 FIRST TEMPORARY AMENDMENT TO NOISE CONTROL LAW

Section 1. Title

This Local Law shall be known as the "2016 First Temporary Amendment to Noise Control Law" of the Town of Brighton, Monroe County, New York State.

Section 2. Purpose

The purpose of this Local Law is to provide a temporary exemption from the Town's Noise Control Law to LeChase Construction in connection with the construction of the University of Rochester Imaging & Medical Office Building. The University of Rochester desires that the Town grant an amendment to its Noise Control Law to permit additional evening work on the project to provide adequate curing time to pour 116,000 square feet of concrete. To that end, the Town Board desires to temporarily amend the Town's Noise Control Law to permit such evening construction, so long as the LeChase Construction and its contractor/s and any subcontractor/s specifically agree to certain conditions which will minimize the impact of evening construction upon the residents of the Town of Brighton.

Section 3. Limited Exception to Noise Control Law

A. Section 102-2B, Exemptions, is hereby amended to add a new subsection (i), to read in its entirety as follows:

(i). Notwithstanding anything to the contrary in this chapter, construction consisting of concrete pours for the rooftop, third floor, second floor and first floor of the University of Rochester Imaging & Medical Office Building in the Town of Brighton (the Project), shall not constitute a violation of the Town's Noise Ordinance, regardless of whether such construction occurs within the hours permitted by Section 102-3B(5) and such work and the noise created thereby shall not be considered to be unreasonable noise, so long as the LeChase Construction and its contractor or contractors perform work only between the hours of 7:00 am and 12:00 am Monday through Friday and between 9:00 am and 6:00 pm Saturday and Sunday ("Permitted Hours"), adhere to the following conditions and to cause each of their subcontractors and suppliers to adhere to the following conditions:

- (1) That prior public notice of the Project, including specifically information relating to night time work, be provided, specifically, including but not limited to a letter sent to all surrounding property owners within 1,000 feet of the project of the date and time of a public meeting to be held prior to the commencement of work and the dates, times and nature of night work, including on site property manager's mobile telephone number; and
- (2) That due to the curing time for concrete in the colder temperatures, the 116,000 square feet of concrete to be installed will be placed in 8 individual pours no larger than approximately 14,500 square feet in size.
- (3) That concrete pours will occur 1 to 2 times per week from January 18, 2016 to February 26, 2016 and all concrete placement operations shall occur between the hours of 7am and 1pm.
- (4) That temporary lights plants will be used. The light plants will be powered by generators with a noise rating of 70 decibels measured at 50 feet. Light plants will only be used for the roof top concrete installation. The lights will be a maximum of 10 feet high and directed away from the residential property.
- (5) That the 1st, 2nd, and 3rd, floor concrete installations will utilize temporary interior LED or fluorescent lighting hung for the ceiling.
- (6) That LeChase Construction acknowledges and will abide by the Town of Brighton's requirements, including but not limited to zoning and noise regulations, that limit and apply to any off site storage area in the Town.
- (7) That provisions including specifically, but not limited to directing that Project work be performed on Saturdays and Sundays be implemented to speed the completion of night operations.
- (8) That the Project specifically prohibit the use of chop saws, jack hammers, nail guns and compressors

except inside an enclosed trailer or other structure, after 7:00 pm Monday through Friday.

- (9) The provisions of this Section 102-2B (i) may be revoked by the Town Board by local law, in the event of a violation of the conditions set forth in this Section 102-2B.

B. The provisions of Section 102-2B shall automatically terminate, if not earlier revoked, upon Substantial Completion of the concrete pours for the roof deck, third floor, second floor and first floor of the Project.

Section 4. Definition

SUBSTANTIAL COMPLETION - The date on which the above referenced concrete pours are accepted as substantially complete by The University of Rochester, but in no event later than February 26, 2016.

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.

Section 6. Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local Law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.