

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

January 14, 2009

PRESENT:

Supervisor Sandra Frankel
Councilmember Jim Vogel
Councilmember Sheila Gaddis
Councilmember Louise Novros
Councilmember Ray Tierney

William Moehle
Attorney for the Town

Town Clerk
Susan Kramarsky

RECOGNITIONS/PRESENTATIONS:

*Brighton Rotary's 41st Annual Milt Matthews
District Governors Hospitality Event Proclamation*

OPEN FORUM:

Judy Schwartz
Tom Hack

APPROVAL OF AGENDA:

Motion by Councilmember Sheila Gaddis seconded by Councilmember Louise Novros that the Town Board approve the agenda.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

December 10, 2008

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis that the Town Board approve and file the Town Board meeting minutes for December 10, 2008.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS

MATTER RE:

Proposed removal of 38" silver maple tree in highway right of way at 250 Sylvan Road and a 30" red maple tree in highway right of way at 842 S. Grosvenor Road (see Resolution #13; letter from Rick DiStefano, Secretary, Brighton Tree Council, dated December 11, 2008).

(Complete transcript under separate cover)

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis 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: Proposed "2009 Tree Law Amendments" local law (see Resolution #14).

(Complete transcript under separate cover)

Motion by Councilmember Louise Novros to disapprove the resolution regarding the 2009 Tree Law amendments. As there was no second the Motion failed.

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis to disapprove the proposal of 2009 tree law resolution as presented and refer it to the Public Works Committee for further review.

Upon Roll call vote, the following vote was recorded:

Councilmember Sheila Gaddis	aye
Councilmember Louise Novros	no
Councilmember Ray Tierney	aye
Councilmember James Vogel	aye
Supervisor Sandra Frankel	aye

MOTION PASSED

MATTER RE: Proposed incentive zoning/rezoning for "Brickstone", a St. John's community (see letter from Charles K. Runyon, President/CEO St. John's Home, dated January 13, 2009).

(Complete transcript under separate cover)

BIDS:

MATTER RE: Authorize \$15,000. bid award to Terry Tree Service, LLC, for grinding of stockpiled leaves (see Resolution #1; letter from Thomas A. Low, Commissioner of Public Works/ Superintendent of Highways, dated January 6, 2009).

Motion by Councilmember James Vogel Seconded by Councilmember Sheila Gaddis that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 2 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize solicitation of bids for certain goods and services (see Resolution #2; letter from Thomas A. Low, Commissioner of Public Works/Superintendent of Highways, dated January 5, 2009).

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in

Exhibit No. 3 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Marion L. Brown, dated December 30, 2008, commending Police Officer Fred Bedet for his response and assistance in freeing Mr. Brown's car from snow

FROM New York State Department of Environmental Conservation, dated December 4, 2008, notifying of Complete Application for treated sanitary wastewater discharge

FROM Carrie D. VanDerhoof, Project Engineer, New York State Environmental Facilities Corporation, dated December 30, 2008, regarding the Elmwood Avenue Relief Sewer Phase II project

FROM Monroe County Executive Maggie Brooks and Lisa Polito Nicolay, Clerk of the Monroe County Legislature, dated December 18, 2008, enclosing the summary statements and tax levy computation of the 2008 Monroe County Budget

FROM Kelly A. Reed, Monroe County Department of Human Services Commissioner, and Robert Zinck, Rochester-Monroe County Youth Bureau Executive Director, dated December 30, 2008, regarding funding and legislation for youth bureaus

FROM Anthony J. Costello, Chairman and CEO, Anthony J. Costello & Son Development, dated December 29, 2008, to New York State Department of Transportation (NYSDOT) regarding the proposed NYSDOT improvements to the intersection of Winton Road South and I-590

FROM Jessie Anne Werner, dated December 31, 2008, advising of her resignation from the Brighton Conservation Board

FROM Kevin Kelley, AICP, Senior Planner, Bergmann Associates, dated December 29, 2008, regarding I-590 Bicycle/Pedestrian Bypass Feasibility Study public meeting

FROM Kevin C. Bush, PE, Regional Design Engineer, New York State Department of Transportation, dated January 5, 2009, regarding their Route 590 pavement rehabilitation project

FROM New York State, received December 29, 2008, regarding Environmental Assessment of Monroe County's Westfall Road Improvements project

FROM Janet Weir Creighton, Deputy Assistant to the President, dated January 7, 2009, extending thanks as she ends her service in the White House

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel to receive and file the aforementioned communications.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Community Services - the next meeting will be held on January 22, 2009.

Finance and Administrative Services – the next meeting will be held on January 22, 2009

Public Safety Services Councilmember Ray Tierney reported on meeting of January 13, 2009.

The next meeting will be held on February 10, 2009.

Public Works Services Councilmember James Vogel reported on meeting of January 12, 2009.

The next meeting will be held on January 23, 2009.

NEW BUSINESS:

MATTER RE: Reading and approval of claims.

Motion by Councilmember Sheila Gaddis seconded by Councilmember James Vogel that the Supervisor read and approve payment of the claims as set forth in Exhibit No. 4 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute letter of understanding with Video Propulsion, Inc. to extend cable programming services through March 31, 2009 (see Resolution #3; letter from Douglas S. Clapp, Director of Communications dated January 9, 2009).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute 2009 Employee Assistance Program contract with Strong Employee Assistance Program of the University of Rochester Medical Center at total cost of \$3,781.44 for 2009 (see Resolution #4; letter from Gary A. Brandt, Director of Personnel, dated January 5, 2009).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Engagement Letter with Raymond F. Wager, CPA, PC for 2008 year end independent audit services (see Resolution #6; memorandum from Paula A. Parker, Director of Finance, dated January 5, 2009).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute renewal agreement with Brighton Volunteer Ambulance, Inc. in the amount of \$156,500. (see Resolution #7; memorandum from Paula A. Parker, Director of Finance, dated January 7, 2009; letter from Barbara Sforza, Business Manager, Brighton Volunteer Ambulance, dated January 5, 2009; Amendment).

Motion by Councilmember Sheila Gaddis seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 8 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Adopt Bond Resolution for 2009 ambulance and fly car

purchase (see Resolution; memorandum from Paula A. Parker, Director of Finance, dated January 5, 2009).

Motion by Councilmember Ray Tierney seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Bond Council 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 of tree removal contract with Birchcrest Tree and Landscape for 2009 (see Resolution #8; letter from Jerry LaVigne, Director of Recreation, Parks and Community Service Department, dated January 2, 2009).

Motion by Councilmember Louise Novros seconded by Councilmember Sheila Gaddis 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 amendatory agreement with Monroe County for the Town's provision of snow and ice control services in the 08/09 season on certain County highways at lump sum of \$3,398. per lane mile for 82.427 lane miles for a payment of \$280,086.95 (see Resolution #9; letter from Thomas A. Low, Commissioner of Public Works/Superintendent of Highways, dated December 31, 2008, with attachments).

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis 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 amendatory agreement with New York State for the Town's provision of snow and ice control services in the 08/09 season on certain State highways at lump sum of \$4,372.1828 per lane mile for 38.87 lane miles (see Resolution #10; letter from Thomas A. Low, Commissioner of Public Works/Superintendent of Highways, dated December 31, 2008, with attachment).

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis 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: Proposed Sustainability Review Policy as recommended by the Green Brighton Task Force (see Resolution #11; letter from Thomas A. Low, Commissioner of Public Works/ Superintendent of Highways, dated January 6, 2009; memorandum from Public Works Department staff, dated December 29, 2008).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize submission of application to the New York State Archives Grant Administration Unit for funding of up to \$75,000. for computer, scanning and printing equipment and scanning/microfilming services for Department of Public Works/Building and Planning Department records management (see Resolution #12; letter from Thomas A. Low, Commissioner of Public Works/Superintendent of Highways, dated January 5, 2009).

Motion by Councilmember Sheila Gaddis 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. 14 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Retirement of K-9 Arik, effective January 16, 2009 (see letter from Captain Mark T. Henderson, dated January 7, 2009).

Motion by Councilmember Ray Tierney seconded by Councilmember Louise Novros to receive and file the aforementioned communication.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment of Michael Phillips as Constable for a term effective immediately through December 31, 2009 (see Resolution #20; letter from Michael M. Phillips, dated December 18, 2008)

Motion by Councilmember Ray Tierney 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. 15 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Green Brighton Task Force Steering Committee (see letter from Supervisor Sandra L. Frankel, dated January 8, 2009).

Motion by Councilmember Sheila Gaddis seconded by Councilmember James Vogel to receive and file the aforementioned communication.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute application for Community Capital Assistance Program Grant in the amount of \$50,000. to offset the cost of design and installation of the eagle for the Town's Veterans' Memorial Project (see Resolution #15; memorandum from Paula A. Parker, Director of Finance, dated January 12, 2009, with attachment).

Motion by Councilmember James Vogel 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. 16 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment to the Veterans' Memorial Committee of Mathew Nafus

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel to concur with the appointment of Mathew Nafus to the Veterans' Memorial Committee.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Congratulations to Thomas A. Low, Commissioner of Public Works, for being selected as the 2008 recipient of the Genesee Valley Branch of the American Public Works Association's (APWA) Public Works Leader of the Year Award (see letter from Paul R. Chatfield, P.E., Awards Chairman, Genesee Valley Branch, APWA, dated December 22, 2008).

Motion by Councilmember Sheila Gaddis seconded by Councilmember James Vogel to receive and file the aforementioned communication.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE TOWN CLERK:

MATTER RE: Confirmation of Robert Normand, 215 Bastian Road, as member of West Brighton Fire Department, Inc. per election on January 5, 2009 (see letter from Pat A. Inzer, Secretary, Board of Directors, West Brighton Fire Department, Inc., dated January 6, 2009).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MOTION TO GO INTO EXECUTIVE SESSION:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros that the Town Board go into Executive Session at 10:40 PM to discuss matters of real estate and the employment of a particular person.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to come out of Executive Session at 11:15 PM.

MATTER RE: Amend the contract of Denine Carr, Esq. for an increase not to exceed \$3500.

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis to amend the aforementioned contract.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment to the Board of Directors of the Brighton Memorial Library of Kathleen Miller.

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis to concur with the appointment of Kathleen Miller to the Board of Directors of the Brighton Memorial Library.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED:

Motion by Councilmember James Vogel seconded by Councilmember Sheila Gaddis that the town Board adjourn at 11:30 PM

CERTIFICATION:

I, Susan Kramarsky, 79 Monteroy Road, Rochester, NY do hereby certify that the foregoing is a true and accurate record of the proceedings of the Town of Brighton County of Monroe, State of New York held on the 14th of January 2009 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2009.

PRESENT:

SANDRA L. FRANKEL, .
Supervisor

JAMES R. VOGEL
RAYMOND J. TIERNEY III
LOUISE NOVROS
SHEILA A. GADDIS

Councilpersons

WHEREAS, the Town Board previously received and filed correspondence from Thomas A. Low, Commissioner of Public Works, requesting that a public hearing be called to consider the removal of the following trees:

- 38" Silver Maple at 250 Sylvan Road
- 30" Red Maple at 842 S. Grosvenor Road

WHEREAS, based upon such correspondence, the Town Board duly called and held a public hearing, pursuant to Section 175.8 of the Town Code, to consider the removal of such trees referenced in such correspondence, and all persons having an interest in such matter having had an opportunity to be heard at such hearing; it is therefore

RESOLVED, that the Town Board hereby determines that the Commissioner of Public Works has shown good cause for the removal of the trees, namely, the disease and/or decay of such trees and the consequent danger to person and/or property, and therefore determines that the recommendation of the Commissioner of Public Works to remove such trees be and it hereby is affirmed.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

December 11, 2008

Thomas Low, Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: Tree Removals

Dear Commissioner Low:

In response to your letter (dated November 7, 2008) and attached tree evaluation forms regarding the proposed removal of town trees located at 250 Sylvan Road (38" silver maple) and 842 South Grosvenor Road (30" red maple), the Tree Council reviewed the forms and visited the sites. The Council is in agreement with the evaluations and supports the removal of the identified trees. If feasible, the Council suggests that replacement trees be planted as soon as possible.

Sincerely,

Rick DiStefano, Secretary
Brighton Tree Council

cc: Jerry Peterson

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL
 RAYMOND J. TIERNEY III
 LOUISE NOVROS
 SHEILA A. GADDIS

Councilpersons

RESOLVED, that correspondence dated January 6, 2009 from Thomas A. Low, Commissioner of Public Works, concerning the award of a bid for the grinding of stockpiled leaves, be received and filed; and be it further

RESOLVED, that the bid for the grinding of stockpiled leaves be awarded to Terry Tree Service, LLC, the lowest responsible and responsive bidder in the lump sum amount of \$15,000.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 6, 2009

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

Re: Award of Bid
Grinding of Stockpiled Leaves

Honorable Members:

I recommend that a bid be awarded for the above work to the low, responsible and responsive bidder, Terry Tree Service, LLC,, in the lump sum amount of \$15,000.00.

The bids were publicly advertised and publicly opened, all as required by law. Copies of the bid advertisement and bid tabulation are attached.

Funds are available in the landfill account (A.HWY.8160.449). An amount of \$11,000 was budgeted for this specific purpose, but we will find the extra \$4,000 needed from within the \$47,000 allocated for the grinding of brush.

Sincerely,

Thomas A. Low
Commissioner of Public Works

cc: P. Parker

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,
 Supervisor
 JAMES R. VOGEL
 RAYMOND J. TIERNEY III
 LOUISE NOVROS
 SHEILA A. GADDIS
 Councilpersons

RESOLVED, that correspondence dated January 5, 2009 from Thomas A. Low, Commissioner of Public Works, concerning authorization to solicit bids for various goods and services, be received and filed; and be it further

RESOLVED, that the Commissioner of Public Works is hereby authorized to seek bids for the goods and services listed in the above-referenced correspondence during 2009, considering flexible fueled vehicles where noted, and is further authorized to use State, County or City of Rochester bids for any or all of the above goods or services when the Commissioner determines it to be in the best interest of the Town.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 5, 2009

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

Re: Authorize Bids

Honorable Members:

I recommend that I be authorized to solicit bids for the following goods and services. All have been included in the approved 2009 Budget.

Street lighting maintenance
Sidewalk repairs
Grinding of brush and wood wastes
Pavement profiling (milling)
Paver rental
Replace two heavy-duty dump trucks
Replace SUV *
Replace pickup truck (sewers) *
Replace skid-steer loader (sewers)
Replace roller, with trailer (sewers)

- flexible-fueled vehicles to be considered

I further recommend that I be authorized to use State, County or City bids for the above goods and services, when in the best interests of the Town.

Sincerely,

Thomas A. Low
Commissioner of Public Works

cc: P. Parker

wpdata letters auth annual bid

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL
 RAYMOND J. TIERNEY III
 LOUISE NOVROS
 SHEILA A. GADDIS

Councilpersons

RESOLVED, that correspondence dated January 5, 2009 from Douglas S. Clapp, Director of Communications, concerning a contract extension for cable television programming, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver a letter of understanding by and between the Town and Video Propulsion, Inc., for the extension of the existing cable television programming services contract, presently ended December 31, 2008 through March 31, 2009, upon the existing terms and conditions.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
Communications Department

January 9, 2009

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

Re: Contract Extension for Cable Television Programming

Dear Honorable Members:

I respectfully request authorization for the Supervisor to execute a letter of understanding for an extension through March 31, 2009 to the contract ending December 31 2008 between the Town of Brighton and Video Propulsion, Inc. for Cable Television Programming Services.

This will be a no-cost extension and all conditions and rates will remain unchanged.

Thank you for your consideration.

Sincerely,

Douglas S. Clapp
Director of Communications

xc: Paula A. Parker, Director of Finance
Paul Lossowski, President, Video Propulsion, Inc.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL
RAYMOND J. TIERNEY III
LOUISE NOVROS
SHEILA A. GADDIS

Councilpersons

RESOLVED, that correspondence dated January 5, 2009 from Gary A. Brandt, Director of Personnel, concerning approval of the 2009 EAP Contract with Strong Employee Assistance Program, be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an agreement by and between the Town and the Strong Employee Assistance Program of the University of Rochester Medical Center at a total cost of \$3,781.44 for 2009, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 5, 2009

Honorable Sheila Gaddis
Chair, Finance & Administrative Services Committee
Town of Brighton

Re: Approval of 2009 EAP Contract with Strong EAP

Dear Council Member Gaddis,

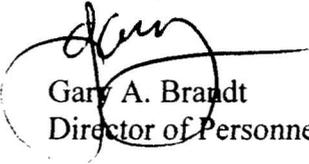
I respectfully request approval of the 2009 Employee Assistance Program with the Strong Employee Assistance Program of the University of Rochester Medical Center. The cost of the EAP is a fixed rate of \$18.72 for 202 employees, or a total cost of \$3781.44 for 2009.

The contract permits up to five counseling sessions per calendar year for employees and their immediate family members (those living at home). The contract also provides for employee and supervisor training, wellness training and critical incident stress management response.

From March, 2008 to the present, we have made 4 mandatory referrals for employees who have had some issue of concern for management to review. Instead of using the disciplinary process, we were able to manage all referrals and return the employee to productive work without suspension, discipline or other punitive measure. In addition, Strong EAP reports many additional non-mandatory counseling for employees who seek counseling on their own, on their own time.

As a Human Resources professional, I could not be more pleased with the performance of this service provider. I urge approval of this contract for 2009.

Sincerely,


Gary A. Brandt
Director of Personnel



AGREEMENT OF PROFESSIONAL SERVICES

THIS AGREEMENT is made this ___ day of _____, 2008 by and between, **Town of Brighton** and the Department of Psychiatry of the University of Rochester, providing services through its Strong Employee Assistance Program, located at 550 White Spruce Blvd., Rochester, New York 14623, hereinafter known as "Strong EAP".

WITNESSETH:

WHEREAS, Town of Brighton, desires to secure the professional services of Strong EAP to provide Employee Assistance Program (EAP) services for employees of **Town of Brighton** and

WHEREAS, Strong EAP has the necessary equipment, personnel, and expertise to perform EAP services.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

The Department of Psychiatry will establish an employee assistance program (EAP) as a separate and distinct program. This program will be comprised of a specialized clinical and administrative team who will provide a confidential setting to address the needs of all employees and immediate family members (those living in the household) of the covered employees of **Town of Brighton** and its affiliates.

Section 1. DESCRIPTION OF SERVICES

Strong EAP, upon the commencement date specified in Section 2 hereof, shall perform in a professional manner to the reasonable satisfaction of **Town of Brighton**, all of the services required below or reasonably required in order to carry out the services set forth herein:

A. The services provided may be conducted at Strong EAP facilities, or other locations as determined by Strong EAP.

B. Strong EAP will assist and advise **Town of Brighton** in updating its written policy for referrals to the EAP, which will include procedures to be utilized by supervisory personnel to identify, contact, evaluate and refer employees to the EAP.

C. Strong EAP agrees to assume responsibility for the promotion of the program, including various brochures and posters. Any promotional activities or publications must first be approved by **Town of Brighton**. Included in the promotional activities are posters, program brochures, and informational sessions for both supervisory personnel and the general employee population. Strong EAP will also provide information about EAP services at staff meetings and other sessions as requested by **Town of Brighton**. **Town of Brighton** agrees that all documents and promotional materials of Strong EAP are the exclusive property of Strong EAP and **Town of Brighton** shall not reproduce or summarize the contents by any method whatsoever without first obtaining specific approval from Strong EAP.

D. Strong EAP agrees to provide training for supervisors and managerial personnel to assist them in making appropriate referrals to the EAP. The training materials and format of the training sessions will be approved by **Town of Brighton**. Training will include, but not be limited to, an instructional session on the program's objectives utilizing appropriate audiovisual materials, review and discussion of **Town of Brighton** policy and referral procedure, and any specific follow-up as may be requested by an individual supervisor. This supervisory/managerial training will take place during the first six (6) months of the contract and will be scheduled at times and locations that are approved in advance by **Town of Brighton**. Strong EAP agrees to provide subsequent supervisory training sessions annually for new supervisory personnel and as a refresher for existing staff.

E. Strong EAP agrees to provide orientation sessions on the EAP for all covered employees. The materials and format of these orientation sessions will be approved by **Town of Brighton**. These employee orientation sessions will take place during the first six (6) months of the contract and will be scheduled at times and locations that are approved in advance by **Town of Brighton**. Strong EAP agrees to provide subsequent employee orientation sessions for new employees annually and to develop, as requested by **Town of Brighton**, follow-up sessions to update all employees on the program.

F. Strong EAP agrees to provide one wellness topic of three sessions per contract period on topics selected by **Town of Brighton** as important to employee health and well-being. These include topics such as conflict resolution skills training, communication skills training, stress management, nutrition awareness, and drug and alcohol abuse awareness. Any session must first be approved by **Town of Brighton**. These sessions will be scheduled at times and locations that are approved in advance by **Town of Brighton**. Strong EAP will respond to all additional wellness session requests at the rate of \$125.00 per hour.

G. Strong EAP agrees to provide two Critical Incident Stress Management (CISM) responses (up to two sessions for each single event) per year. A CISM response is a structured intervention to an event, which caused, or has the potential to cause, unusually strong emotional reactions that ultimately may interfere with an individual or group of individual's ability to function in his/her/their work role. Strong EAP will respond to all additional CISM requests at a rate of \$200.00 per hour.

H. Strong EAP agrees to provide **Town of Brighton** employees and their immediate family members with assessment and referral and short-term supportive interventions. These interventions will be without charge to the employee or his/her family. If long-term counseling (greater than five sessions) is required, the employee may be required to pay for services provided by the agency to which the employee is referred. Strong EAP agrees to refer employees to agencies that are qualified to handle the employee's problems, and wherever feasible, to refer an employee to an agency whose fees will be covered by the employee's health insurance. Assessment, referral, and short-term interventions are intended to address the following issues: alcohol and substance abuse, mental and emotional difficulties, and personal problems such as marital and family difficulties, employment concerns, and legal, financial, and credit problems.

I. Strong EAP agrees to provide emergency coverage (24hours/7 days a week) by a mental health professional via our answering service. This emergency coverage will be discussed during all informational sessions conducted by Strong EAP.

J. Strong EAP agrees that its staff and the staff of any sub-contractor or any other entity referenced under this agreement shall possess the necessary qualifications, licenses, and training to perform the services to be provided under this contract.

K. Strong EAP agrees to maintain the privacy, security and confidentiality of all information, including all patient medical records, charts, and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title II, Subtitle F, and regulations from time to time promulgated thereunder ("HIPAA") and (ii) the protocols, rules, policies and other requirements of Strong EAP and any accrediting agencies, licensors and authorities that are applicable to Strong EAP. All patient records, charts and related information developed in connection with this Agreement shall remain the property of Strong EAP.

L. Strong EAP agrees to provide regular service reports on client utilization. Follow-up information compiled from participant evaluations of the program and its services will accompany the service reports. In no case will this information infringe on the confidentiality of the participant's records.

M. Strong EAP agrees to administer a consumer satisfaction survey at a mutually agreed upon time following the commencement date of the contract. The survey results will be shared with **Town of Brighton**, and focus groups will be developed to address any areas of concern.

N. This agreement cannot be assigned or transferred without prior written approval and may only be modified or amended upon the written consent of both parties.

O. Strong EAP agrees that it will maintain adequate books, accounts and records relating to its performance under this contract for inspection by **Town of Brighton** during reasonable business hours. The confidentiality of the identity of those persons referred will at all times be

maintained by Strong EAP. Books, accounts and records will be made available in a form that best protects that confidentiality.

Section 2. **TERM**

This agreement shall remain in effect for a one (1) year term and commence on January 1, 2009 and terminate on December 31, 2009. If termination of this Agreement is being considered prior to the expiration of this agreement, written notice must be given by the terminating party 60 days prior to the proposed termination date. The termination notice shall include the specific concerns and reasons underlying the other party's default in its performance of the obligations under this Agreement. Failure to cure such default within the 60-day notice period shall result in an automatic termination of this Agreement. A cure of such default within the 60-day notice period shall cancel the termination notice and this Agreement shall continue in effect until its expiration date.

Section 3. **FEE**

Town of Brighton agrees to pay Strong EAP a sum of **\$3744.00** annually [based on 200 employees x \$18.72]. Such contract sum shall not change during the contract year. The total contract sum shall be paid by **Town of Brighton** to Strong EAP in ten (12) installments of \$312.00 each, with the first installment due on the first day of the contract and monthly thereafter.

Additional wellness sessions and additional CISM responses provided by Strong EAP will be billed at the above rates (Section 1, Paragraph F & G) and shall be due within 30 days of the billing date. If **Town of Brighton** is required to provide any EAP benefits to former employees and their families under COBRA, such services shall be billed at a rate mutually agreed upon by the parties.

Failure to pay within the 30-day grace period will result in a 3% late payment charge on the remaining balance, which shall be assessed every 30 days.

Payment should be made to URMC Department of Psychiatry and mailed to **Debra Kuhn, 300 Crittenden Blvd., Rochester, NY 14642**.

Section 4. **INDEMNIFICATION AND OBLIGATION TO COMPLY WITH LEGAL REQUIREMENTS**

Both parties agree to indemnify and hold each other harmless from any claims, losses, damages, judgements, penalties, fees, or settlements, (including reasonable legal fees) arising from or relating to any acts and/or omissions constituting negligence on their part, or on the part of their officers, agents, or employees.

maintained by Strong EAP. Books, accounts and records will be made available in a form that best protects that confidentiality.

Section 2. **TERM**

This agreement shall remain in effect for a one (1) year term and commence on January 1, 2009 and terminate on December 31, 2009. If termination of this Agreement is being considered prior to the expiration of this agreement, written notice must be given by the terminating party 60 days prior to the proposed termination date. The termination notice shall include the specific concerns and reasons underlying the other party's default in its performance of the obligations under this Agreement. Failure to cure such default within the 60-day notice period shall result in an automatic termination of this Agreement. A cure of such default within the 60-day notice period shall cancel the termination notice and this Agreement shall continue in effect until its expiration date.

Section 3. **FEE**

Town of Brighton agrees to pay Strong EAP a sum of **\$3781.44** annually [based on 202 employees x \$18.72]. Such contract sum shall not change during the contract year. The total contract sum shall be paid by **Town of Brighton** to Strong EAP in ten (12) installments of \$315.12 each, with the first installment due on the first day of the contract and monthly thereafter.

Additional wellness sessions and additional CISM responses provided by Strong EAP will be billed at the above rates (Section 1, Paragraph F & G) and shall be due within 30 days of the billing date. If **Town of Brighton** is required to provide any EAP benefits to former employees and their families under COBRA, such services shall be billed at a rate mutually agreed upon by the parties.

Failure to pay within the 30-day grace period will result in a 3% late payment charge on the remaining balance, which shall be assessed every 30 days.

Payment should be made to **URMC Department of Psychiatry** and mailed to **Debra Kuhn, 300 Crittenden Blvd., Rochester, NY 14642**.

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The Department of Psychiatry, a Division of the University of Rochester, remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

Section 5. **EQUAL OPPORTUNITY**

Strong EAP is committed to equal opportunity for all persons regardless of race, religion, color, age, sex, handicap, national origin, marital status, disabled veteran, or Vietnam veteran status.

This constitutes the entire agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the date first written above.

Town of Brighton

BY: _____

Sandra Frankel

Town Supervisor

DEPARTMENT OF PSYCHIATRY

UNIVERSITY OF ROCHESTER

BY: _____

Joanne A. Dermady, Director

Employee Assistance Programs

UNIVERSITY OF ROCHESTER

BY: _____

William Passalacqua, Senior Associate Dean

School of Medicine & Dentistry

Taxpayer Id. No.: 16-0743209

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL

RAYMOND J. TIERNEY III

LOUISE NOVROS

SHEILA A. GADDIS

Councilpersons

RESOLVED, that a memorandum dated January 5, 2009 from Paula A Parker, Director of Finance, concerning authorization to execute an engagement letter with Raymond F. Wager, CPA, P.C., be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an Engagement Letter, by and between the Town and Raymond F. Wager, CPA, P.C., for services relating to the 2008 year-end independent audit, at a cost of \$27,435, which Engagement Letter shall be in form and substance as may be approved by the Attorney for the Town.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



PAULA A. PARKER, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE SUITE 110
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: Paula A. Parker, Director of Finance
Date: January 5, 2009
Subject: Authorization to Execute an Independent Auditing Services
Engagement Letter with Raymond F. Wager, CPA, PC

I request that Your Honorable Body authorize the Supervisor to execute the proposed Engagement Letter offered by Raymond F. Wager, CPA, PC for services relating to the 2008 year-end independent audit. For a total fee of \$27,435, the firm, which has capably served the Town for a number of years, proposes to provide "traditional" financial auditing services, as well as additional legal and policy compliance services.

The firm is proposing an increase in fees of \$835 from the 2007 year-end audit (\$26,600) or three percent (3%). Funding for such services has been provided in the Town's 2009 Budget.

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. A copy of the proposed Engagement Letter is enclosed for your review.

Cop[y to: S. Frankel and W. Moehle

TOWN OF BRIGHTON

ENGAGEMENT LETTER

FOR YEAR ENDED DECEMBER 31, 2008

Raymond F. Wager, CPA, P.C.

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

January 5, 2009

Ms. Paula Parker, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Ms. Parker:

We are pleased to confirm our understanding of the services we are to provide the Town of Brighton for the year ended December 31, 2008. We will audit the financial statements of the governmental activities, (the business-type activities, the aggregate discretely presented component units,) each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the Town of Brighton as of and for the year ended December 31, 2008. The following supplementary information accompanying the basic financial statements 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.

A. Regular Audit

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is/are other than unqualified, we will fully 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 an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. You are also responsible for all management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statement preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the 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 establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Brighton and the respective changes in financial position in conformity with U.S. generally accepted accounting principles.

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 or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts 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 or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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. 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 entity or to acts by management or employees acting on behalf of the entity.

(Audit Procedures – General) (Continued)

Because an audit is designed to provide reasonable, but not absolute, assurance 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. 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. 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 test of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, 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 also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on the Town of Brighton's financial statements.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Audit Procedures – Compliance

Identifying and ensuring that the Town of Brighton complies with laws, regulations, contracts, and grant agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Brighton's compliance with applicable laws and regulations and the provisions of 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.

Our fee to complete the regular audit in accordance with GASB #34 will not exceed \$ 18,570.

B. Annual Financial Report – Update Document

We will complete the Town of Brighton Annual Financial Report - Update Document for the year ended December 31, 2008. This report will be completed by February 27, 2009 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.

Our fee to complete the above services will not exceed \$1,475.

C. IRS Form 990

We will prepare Form 990 - Return of Organization Exempt From Income Tax, for the year ended December 31, 2008 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.

Our fee to complete the above services will not exceed \$1,025.

D. Justice Accounts

Pursuant to your request, we will provide the following non-audit engagement.

We will perform the procedures enumerated below, which are agreed to by the Town of Brighton solely to assist in evaluating the procedures and controls of the accounts selected.

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.

The procedures we will perform are as follows:

1. We will review selected transactions from two months and trace account payables to New York State.
2. We will review the year end cash balance to determine if they are in balance and documentation is available to support bail and fines.

Our fee to complete the above services will not exceed \$2,975.

E. Special Review-Agreed Upon Procedures

Pursuant to your request, we will provide the following non-audit engagement.

We will perform the procedures enumerated below, which are agreed to by the Town of Brighton solely to assist in evaluating the procedures and controls of the samples selected.

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.

(Special Review-Agreed Upon Procedures) (Continued)

The procedures we will perform are as follows:

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.

Our fee to complete the above services will not exceed \$1,605.

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

Pursuant to your request, we will provide the following non-audit engagement.

We will perform the procedures enumerated below, which are agreed to by the Town of Brighton solely to assist in evaluating the procedures and controls of the accounts selected.

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.

The procedures we will perform are as follows:

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.

The estimated fee to complete the above services for the year ended December 31, 2008 is \$1,785.

Audit Administration, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release.

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 2008 will be as follows:

Shareholders	\$ 145	Managers	\$ 85	Audit Supervisor	\$ 65
Senior Accountants	\$ 55	Staff Accountants	\$ 45		

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review received during the period of the contract. Our 2006 peer review accompanies this letter.

If the above terms are acceptable, please sign the enclosed copy where indicated and return it to us. Should you have any questions concerning the items discussed, please do not hesitate to call.

Sincerely,
Raymond F. Wager, CPA, P.C.



Raymond F. Wager

RFW:lb

This letter correctly sets forth the understanding of the Town of Brighton

By: _____ Title: _____

Date: _____



Marvin and company, p.c.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

July 20, 2008

Kevin J. McCoy
Thomas W. Donovan
Frank S. Venezia
Mary Ann Racicot
James E. Amell
Carol A. Hausmann
Benjamin R. Lasher
Daniel J. Litz

To the Shareholders
Raymond F. Wager, CPA, P.C.

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, 2008. A system of quality control encompasses the Firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The Firm is responsible for designing a system of quality control and complying with it to provide the Firm reasonable assurance of conforming with 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 with its system of quality control based on our review.

11 British American Blvd.
Latham, NY 12110
Ph: 518-785-0134
Fic: 518-785-0299

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the Firm, interviewed Firm personnel and obtained an understanding of the nature of the Firm's accounting and auditing practice, and the design of the Firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the Firm's system of quality control. The engagements selected represented a reasonable cross-section of the Firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with Firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

Email:
webmaster@marvincpa.com
Web:
<http://www.marvincpa.com>



In performing our review, we obtained an understanding of the system of quality control for the Firm's accounting and auditing practice. In addition, we tested compliance with the Firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the Firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are

Inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

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, 2006 has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the Firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

Marwitz and Company, P.C.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL

RAYMOND J. TIERNEY III

LOUISE NOVROS

SHEILA A. GADDIS

Councilpersons

RESOLVED, that a memorandum dated January 7, 2009 from Paula A Parker, Director of Finance, concerning Brighton Volunteer Ambulance 2009 Contract Renewal Amendment #6, be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver Amendment #6 to the Brighton Volunteer Ambulance Contract in the form attached to the above-referenced memorandum, with such changes as may be approved by the Attorney for the Town.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



PAULA A. PARKER, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE SUITE 110
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: Paula A. Parker, Director of Finance
Date: January 7, 2009
Subject: Brighton Volunteer Ambulance
2009 Contract Renewal Amendment #6

I recommend that Your Honorable Body authorize the Supervisor to execute a renewal agreement for 2009 with Brighton Volunteer Ambulance, Inc. in the amount of \$156,500 as approved and adopted in the 2009 Town Budget.

The contract amount of \$156,500 is the same amount as the 2008 amount and was approved by the Town Board. Also note that the Town will retain \$21,000 for fuel usage which is also reflecting the same amount withheld in 2008. This is due in part to the potential continuing volatility in fuel prices as well as the additional ambulance remaining in service (now a total of four ambulances will be in service).

This represents a sixth amendment to the original contract dated January 1, 2003 with all other terms and conditions remaining unchanged. Also, an updated certificate of insurance will be on file attached to the contract amendment as per the language of the original contract effective on January 1, 2003.

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.

Copy to: S. Frankel and W. Moehle

BRIGHTON

Volunteer Ambulance

TEL 585-271-2718
FAX 585-442-9198
Emergency 911
www.BrightonAmbulance.org

1551 South Winton Road
P.O. Box 18699
Rochester NY 14618-0699

January 5, 2009

Town Of Brighton
Paula Parker, Finance Director
2300 Elmwood Ave
Rochester, New York
14618

Sent via fax

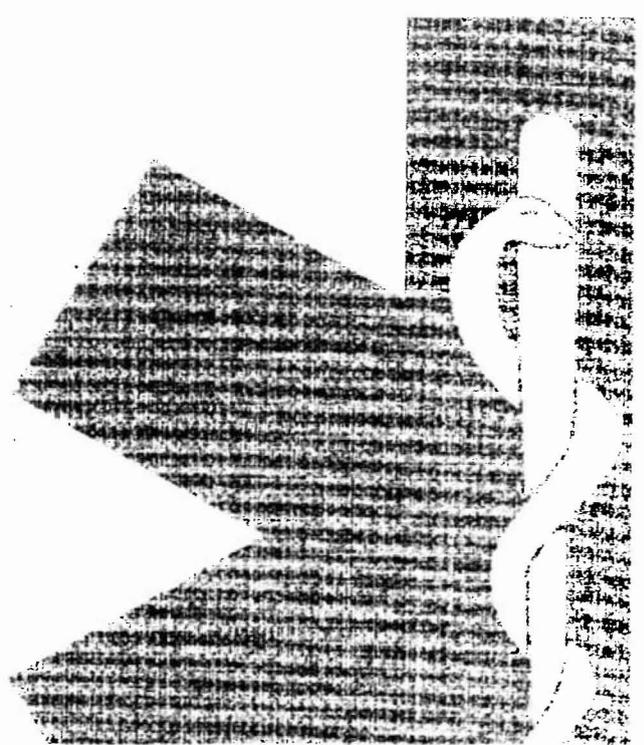
Please accept this letter as our request to issue Amendment #6 for the Ambulance Service contract renewal for the 2009 calendar year at the rate of \$156,500.

Thank you.

Brighton Volunteer Ambulance Inc


Barbara Sforza
Business Manager

Post-It* Fax Note	7671	Date	1/5/09	# of pages	1
To	P. Parker	From	B. Sforza		
Co. Name	Town of Brighton	Co.	BVA		
Phone #	784-5210	Phone #	271-2718 X1		
Fax #	784-5396	Fax #	271-3258		



AMENDMENT #6 TO THE CONTRACT FOR AMBULANCE SERVICE
For the 2009 Calendar Year

This Amendment, made as of January 1, 2009, is to the Agreement made as of January 1, 2003 between the Town of Brighton, acting for and on behalf of the Brighton Ambulance Services District, with offices at 2300 Elmwood Avenue, Rochester, NY 14618, and the Brighton Volunteer Ambulance Service, Inc. (BVA), with its principal place of business at 1551 Winton Road South, Rochester, NY 14610, which Agreement is hereby amended as follows:

Section 3c (Gasoline and Fuel Rights): Each reference relating to the estimated value associated with the provision of fuel remains unchanged at **\$21,000**, and this estimated value amount will be deducted from the total amount due BVA for services provided. In the event that any of the BVA vehicles can use E85 or other alternative fuels, consistent with manufacturer warranties and recommendations, and such alternative fuels are made available by the Town, BVA agrees to use such alternative fuels to the extent possible.

Section 4 (Compensation): Annual compensation to be provided to BVA for its services remains unchanged at **\$156,500**, less the \$21,000 value for the provision of fuel under Section 3 of the Agreement.

Section 12 (Vehicle Acquisition) is hereby amended to add the following: BVA intends to retain use of all of its existing vehicles upon the acquisition of a new ambulance during 2009. BVA and Town hereby agree that BVA has made arrangements to house the oldest current ambulance vehicle at the West Brighton Fire House #1 on West Henrietta Road, as a back up vehicle, available for use when one or more of the ambulances is unavailable. BVA will not staff the West Brighton Fire House, and will otherwise adhere to the requirements of this Section 12 to operate, repair, maintain and insure such vehicle during the term hereof.

All other terms and conditions as provided in the original Agreement made as of January 1, 2003 (and hereby renewed for calendar year 2009) will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment #6 to the Agreement as shown below.

Sandra L. Frankel, Supervisor
Town of Brighton

Date

Duncan Ververs, President
Brighton Volunteer Ambulance, Inc.

Date

Attest: _____
Susan Kramarsky, Town Clerk

Date

At a Regular Meeting of the Town Board of the Town of Brighton, Monroe County, New York, duly held at Brighton Town Hall, 2300 Elmwood Avenue, Brighton, New York, on the ___ day of January, 2009 at 7:30 P.M.:

PRESENT:

SANDRA L. FRANKEL,

Supervisor,

SHEILA A. GADDIS

LOUISE NOVROS

RAYMOND J. TIERNEY, III

JAMES R. VOGEL

Councilmembers,

_____ presented the following resolution and moved that it be adopted and it was seconded by _____:

BOND RESOLUTION, DATED JANUARY __, 2009, AUTHORIZING NOT TO EXCEED \$160,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE TOWN OF BRIGHTON, NEW YORK TO FINANCE CAPITAL IMPROVEMENTS CONSISTING OF THE ACQUISITION OF A NEW AMBULANCE AND A NEW AMBULANCE "FLY VEHICLE" AND RELATED EQUIPMENT AND APPARATUS TO SERVE THE BRIGHTON AMBULANCE DISTRICT, AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES IN CONTEMPLATION THEREOF, THE EXPENDITURE OF SUMS FOR SUCH PURPOSE AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Brighton Ambulance District is an ambulance district of the Town of Brighton, New York, in the County of Monroe, New York, duly established by the Town Board of said Town pursuant to the Town Law of the State of New York; and

WHEREAS, the Town of Brighton has heretofore complied with the requirements of the New York State Environmental Quality Review Act.

NOW, THEREFORE, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF BRIGHTON, COUNTY OF MONROE, NEW YORK (hereinafter referred to as the Town"), by the favorable vote of not less than two-thirds of all of the members of such Board, as follows:

Section 1. The Town shall undertake the acquisition of (i) a new ambulance to serve the Brighton Ambulance Services District (the "District"), including the acquisition of original

furnishings, equipment and apparatus required in connection therewith for such acquisition and District use, and (ii) a new ambulance (consisting of a sports utility vehicle commonly referred to as a "fly vehicle") to be specially designed and utilized to transport one or more advanced life support technicians and medical supplies for the purposes of providing treatment and/or care of and to sick and/or injured persons) to serve the District, including the acquisition of original furnishings, equipment and apparatus required in connection therewith for such acquisition and District use (collectively hereinafter referred to as "purpose"), and general obligation serial bonds (or a statutory installment bond) in an aggregate principal amount not to exceed \$160,000 and bond anticipation notes in anticipation thereof (and renewals thereof) of the Town are hereby authorized to be issued to finance said purpose.

Section 2. The maximum cost to the Town of said purpose, including preliminary costs and costs incidental thereto and costs of the financing thereof is estimated to be \$210,000 and said amount is hereby appropriated therefor. The plan for the financing of said purpose is to provide \$160,000 of said maximum cost by issuance of bonds or bond anticipation notes as herein authorized and \$50,000 of said maximum cost from the District's capital projects fund. Further, the Town is hereby authorized to apply for and/or accept any funds or grant moneys from the State of New York and/or the United States of America in connection with all or any part of said purpose and to apply the same toward the payment of the cost thereof, including the reimbursement to the Town of any expense or cost and the payment of all or any part of the indebtedness incurred pursuant to this resolution.

Section 3. To the extent that the authorization set forth in this resolution is inconsistent with the current capital budget of the Town, such capital budget is hereby amended.

Section 4. It is hereby determined and declared that (a) said purpose is one of the class of objects or purposes described in Subdivision 27-a of Paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is ten (10) years, (b) the proposed maximum maturity of the said bonds authorized by this resolution will not be in excess of five (5) years, (c) current funds are not required to be provided prior to the issuance of the bonds or notes herein authorized, pursuant to Section 107.00 of the Local Finance Law, (d) the notes herein authorized are issued in anticipation of bonds for an assessable improvement, and (e) there are no outstanding bond anticipation notes issued in anticipation of the sale of said bonds.

Section 5. The bonds and notes authorized by this resolution shall contain the recital of validity prescribed in Section 52.00 of the Local Finance Law and such bonds and notes shall be general obligations of the Town and all the taxable real property in the Town is subject to the levy of ad valorem taxes to pay the principal thereof, and interest thereon, without limitation as to rate or amount.

Section 6. The power to prescribe the terms, form and contents of said bonds and notes, subject to the provisions of this resolution and the provisions of the Local Finance Law, and to authorize the issuance of, and to sell and deliver said bonds and notes, is hereby delegated to the Town Supervisor, the Town's chief fiscal officer. The Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to sign any bonds and notes issued pursuant to this resolution, and the Town Supervisor and the Town Clerk or Deputy Clerk are hereby authorized to affix to such bonds and notes the corporate seal of the Town and to attest the same.

Section 7. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same respectively become due and payable. Such bonds and notes shall be payable from a levy on property in the Brighton Ambulance District in the manner provided by law, but if not paid from such source, all the taxable real property within said Town shall be subject to the levy of an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on said bonds and notes. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 9. This resolution, or a summary hereof, shall be published in full by the Town Clerk of the Town together with a notice in substantially the form prescribed by Section 81.00 of said Local Finance Law, and such publication shall be in the Brighton-Pittsford Post, the official newspaper of the Town, in the manner prescribed by law. The validity of said bonds or of any bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or the provisions of law which should be complied with, at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of such publication; or if said obligations are authorized in violation of the provisions of the Constitution.

Section 10. The Town Board hereby determines that the action which is the subject of this financing resolution constitutes a Type II action under the New York State Environmental Quality Review Act and the regulations thereunder.

Section 11. This resolution shall take effect immediately upon its adoption.

Duly put to vote as follows:

Sandra L. Frankel, Supervisor

Sheila A. Gaddis, Councilmember

Louise Novros, Councilmember

Raymond J. Tierney, III, Councilmember

James R. Vogel, Councilmember

Members of the Town Board of Brighton,
Monroe County, New York

NOTICE PURSUANT TO LOCAL FINANCE LAW SECTION 81.00

The bond resolution published herewith was adopted on January __, 2009, and the validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Brighton, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Susan Kramarsky, Town Clerk
Town of Brighton, New York



PAULA A. PARKER, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE SUITE 110
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: Paula A. Parker, Director of Finance
Date: January 5, 2009
Subject: Bond Resolution for
2009 Ambulance and Fly Car Purchase

I recommend that Your Honorable Body adopt the enclosed Bond Resolution that provides financing for the planned replacement of one Fly Car and one Ambulance as approved in the 2009 Capital Improvement Plan and the 2009 Budget. Funding for these purchases will be as follows: \$50,000 will be transferred to the Capital Fund from the Ambulance Special District Fund and \$160,000 will be issued in Bond Anticipation Notes bringing the total projected purchase to \$210,000. With adoption of the Bond Resolution, the Supervisor and I will issue Bond Anticipation Notes (BAN's) in late February 2009 for the \$160,000 authorized.

As planned, the BAN will be for a period of no more than five (5) years, and every effort will be made to completely repay the note in four (4) years, as has been customary for the Town of Brighton.

I would be pleased to respond to questions that members of the Town Board may have regarding this matter.

Copy to: S. Frankel and W. Moehle

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,
 Supervisor
 JAMES R. VOGEL
 RAYMOND J. TIERNEY III
 LOUISE NOVROS
 SHEILA A. GADDIS
 Councilpersons

RESOLVED, that correspondence dated January 2, 2009 from Jerry LaVigne, Director of Parks and Recreation, concerning the renewal of a tree removal contract for 2009, be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an agreement by and between the Town and Birchcrest Tree and Landscape for the removal of park trees damaged by storms or that pose a danger to park patrons and visitors.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON

RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

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

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

January 2, 2009

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

Re: Renewal of Tree Removal Contract for 2009

Dear Finance Committee Members:

I respectfully request your permission to authorize the Supervisor to renew our tree removal contract for 2009 with Birchcrest Tree and Landscape. Please note, there will be no change in pricing for 2009. This contract will address park trees that have been damaged by storms, or pose a danger to park patrons. We will follow the guidelines that have been established by the Town's Tree Ordinance, prior to any removal or trimming. Attached for your information, is the itemized price list from last February.

Funding for these services are provided in the 2009 budget. I will be happy to answer any questions you may have regarding this matter.

Sincerely,

Jerry LaVigne
Director of Parks and Recreation

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL

RAYMOND J. TIERNEY III

LOUISE NOVROS

SHEILA A. GADDIS

Councilpersons

RESOLVED, that correspondence dated December 31, 2008 from Thomas A. Low, Commissioner of Public Works, concerning an Amendatory Agreement for snow and ice control with Monroe County, be received and filed, together with attachments thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an Amendatory Agreement by and between the Town and the County of Monroe for snow and ice control on County highways during the 2008-09 snow removal season, at a rate of \$3,398 per lane mile for 82.427 lane miles, for an aggregate payment to the Town of \$280,086.95; and be it further

RESOLVED, that the Supervisor is further authorized to execute and deliver a second agreement by and between the Town and the County of Monroe, in connection with a one-time grant from the County of Monroe to provide sufficient contract funding to comply with the terms of the agreement, which agreement shall be in form and substance as may be approved by the Attorney for the Town, and in the event such second agreement is not concluded, the Supervisor is further authorized to reinstate the Town's dispute with the County concerning payment under the snow and ice control agreement.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

December 31, 2008

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

Re: Authorize Amendatory Agreement
Snow and Ice Control for Monroe County

Honorable Supervisor and Members:

I recommend that you receive and file Mr. Helfer's e-mail of 12/18/08.

I further recommend that your Honorable Body authorize the Supervisor to execute and to deliver the above agreement in the form attached. Under the Agreement, the Town would continue to provide snow and ice control services on certain County highways through an additional year. The rate for the 2008/9 season would be a lump sum of \$3398.00 per lane mile for 82.427 lane miles, for a payment of \$280,086.95. This amendatory agreement is made necessary by the increases in labor, equipment and salt prices, per a formula established in the original (2003) agreement. The increase offered is 13.85%, rather than the over 20% required by the agreement.

I further recommend that your Honorable Body authorize the Supervisor to execute and to deliver a second agreement with the County, as described in Mr. Helfer's e-mail. An additional amount of approximately \$17,000 is anticipated.

The 2009 Budget did include this estimated revenue at \$294,390.00.

Sincerely,

Thomas A. Low
Commissioner of Public Works

cc: P. Parker
Amy Banker



MONROE COUNTY AMENDATORY AGREEMENT

No. 5

**PROJECT
TITLE**

Agreement between Monroe County and the **Town of Brighton**
for snow removal and ice control services

AP9935374	N/A	105361	03152
CONTRACT NO.	P.O. NO.	VENDOR NO.	LAW'S FILE NO.
292 of 2003	504330	8003030000	8000
RESOLUTION NO.	GL ACCOUNT	COST CENTER	BUSINESS AREA
9002	N/A	N/A	N/A
FUND	GRANT	INTERNAL ORDER	WBS ELEMENT
Town of Brighton, 2300 Elmwood Ave., Rochester, NY 14618			
TOWN NAME/ADDRESS			

Your agreement is hereby amended as described below. All other terms remain unchanged.

DESCRIPTION AND JUSTIFICATION OF CHANGE

The agreement for snow and ice control is amended as follows for the 2008-2009 season:

Item #1

In consideration of the performance by the Town, the County agrees to pay for **Standard Activities** to the Town each year during the term of this Agreement \$3,398.00 per lane mile for 82.427 lane miles for a total "**Standard Activities Payment**" of \$280,086.95.

In addition, the County agrees to pay for **Special Activities** performed by the Town under this agreement either by unit price, by actual cost method, or a lump sum allowance as indicated in the 'Services to be Provided' section of this agreement.

The snow fence allowance for the period is \$ 5,512.00

The sweeping payment for the period is \$ 6,186.22

The estimated "**Special Activities Payment**" for snow fence and sweeping combined is \$11,698.22

The total of the "**Standard Activities Payment**" and the "**Special Activities Payment**" shall represent the "**Total Estimated Payment**" to the town for the period.

The "**Total Estimated Payment**" to the town is \$291,785.17.

<p>1 _____ Date</p> <p>Accepted by Town Highway Superintendent/Commissioner</p>	<p>3 _____ Date</p> <p>Approved by Monroe County Director of Transportation</p>
<p>2 _____ Date</p> <p>Accepted by Town Supervisor</p>	

NOTE: * Two copies must be signed and dated with original signatures
 * Any adjustment over 25% of the Original Contract Amount must be pre-approved by County Attorney.

Marty Piecuch

From: JerryHelfer@monroecounty.gov
Sent: Thursday, December 18, 2008 4:44 PM
To: JohnAuberger@aol.com; bcarpenter@townofpittsford.org; supervisor@townofwheatland.org; ddunning@townofchili.org; bmagliocco@townofgates.org; sfrankel@rochester.rr.com; mheyman@irondequoit.org; supervisor@ClarksonNy.org; jkoon@eastrochester.org; townofri@rochester.rr.com; rlemcke@rmlandscape.com; supervisor@ogdenny.com; leisas@townofsweden.org; imcnabb@townofmendon.org; supervisor@ci.webster.ny.us; supervisor@hamlinny.org; jsmith@perinton.org; bill@townofrush.com; supervisor@penfield.org; supervisor@townofhenrietta.org
Cc: TRice@monroecounty.gov; Brian Speer@Parma; Bud Smith@Mendon; Chuck Hazelton@Wheatland; Dave Goodwin@Clarkson; Dave Widger@Ogden; David Lindsay@Chili; Fred Perrine@Sweden; JayJeffries@Brighton; Jerry Santangelo@Greece; Jim Fletcher@Penfield; Joe Amico@Gates; Joe Herbst@Webster; Marty Piecuch; Paul Schenkel@Pittsford; Rusty Martin@Henrietta; Steve King@Rush; Tom Beck@Perinton; Tom Ingraham@Hamlin; Tom Klafehn@Riga; JSmith@monroecounty.gov; KFinerty@monroecounty.gov; TRice@monroecounty.gov; TFrelier@monroecounty.gov; SAdair@monroecounty.gov; SWalsh@monroecounty.gov
Subject: 2009 Snow and Ice Control Reimbursement
Attachments: pic11758.jpg



pic11758.jpg (24 KB)

Good afternoon.

County Executive Maggie Brooks has asked me to share with you the good news that the County will be implementing a plan to make the towns whole with regard to funding for 2009 Snow and Ice control reimbursement.

As you know, earlier this month the County announced an allocation plan that would reimburse the towns at approximately 13% over last year's allocation. While most towns may have anticipated an allocation increase of up to 20%, County staff initially used the 13% figure, based on the dramatic drop in diesel fuel prices.

Based on feedback received from County Legislators, Town Supervisors and Town Highway Superintendents regarding the initial allocation, County Executive Brooks directed staff to reexamine the allocation methodology. When this was done, it became very apparent that while diesel prices are significant, there were other important factors that had to be considered, including the fact that towns in recent years have had to absorb significant fuel price increases mid-year without the ability to adjust reimbursement mid-year, as well as the fact that the State-determined fuel reimbursement rates have often lagged behind actual price escalations, compounding reimbursement difficulties.

Given the fact that the towns in good faith relied on the earlier 20% figure, the County is committed to making the towns whole, using funds designated in the 2009 Monroe County Budget.

The County will make this adjustment through a one-time grant program. The details of this program will be worked out in the coming months through consultations involving County staff, the Town Supervisors and the Town Highway Superintendents.

I am also pleased to report that this plan was shared with the Town Highway Superintendents at a meeting this morning, and met with their approval. We had a very good, constructive dialogue, and I sincerely appreciate their input.

Please know that County Executive Brooks, County DOT Director Terry Rice and our whole County team sincerely value our partnership with the Towns, and we appreciate your

patience and willingness to work with us to address the concerns raised by you and your colleagues in government. If you have any additional questions or concerns, please feel free to contact me.

Thank you.

Jerry

(Embedded image moved to file: pic11758.jpg)

-- Confidentiality Notice --

This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of the original message, including attachments.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL

RAYMOND J. TIERNEY III

LOUISE NOVROS

SHEILA A. GADDIS

Councilpersons

RESOLVED, that correspondence dated December 31, 2008 from Thomas A. Low, Commissioner of Public Works, concerning an Amendatory Agreement to the snow and ice control contract with the New York State Department of Transportation, be received and filed, together with a proposed Agreement attachment thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an Agreement to Extend Indexed Lump Sum Municipal Snow and Ice Agreement, by and between the Town and the New York State Department of Transportation for snow and ice control services on State highways located in the Town, at a rate payable to the Town of \$4,372.1838 per lane mile for 38.87 lane miles, for an aggregate estimated lump sum payment to the Town for the 2008-9 snow and ice control season of \$169,964.78, which Agreement shall be in substantially the form attached to the above-referenced correspondence.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

December 31, 2008

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

Re: Authorize Amendatory Agreement
Snow and Ice Control for NYSDOT

Honorable Supervisor and Members:

I recommend that your Honorable Body authorize the Supervisor to execute and to deliver the above agreement in the form attached.

Under the Agreement, the Town would continue to provide snow and ice control services on certain State highways through a period to end 6/30/11 . The rate for the 2008/9 season would be an indexed lump sum of \$4,372.1838 per lane mile for 38.87 lane miles, for an estimated payment of \$169,946.78. This amendatory agreement is made necessary by the increased pavement widths on East Henrietta Rd., an addition of .35 lane miles.

The 2009 Budget did include this estimated revenue at \$186,150.00.

Sincerely,

Thomas A. Low
Commissioner of Public Works

cc: P. Parker
Amy Banker

wpdata\letters\agree.ny0811

Contract #	Municipality	Ext. season	Region #
D012050	Town of Brighton/ Monroe County	2010/11	4

AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the **Town of Brighton** of **Monroe County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D012050** entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **Town of Brighton**" dated **October 8, 1998**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **1998** and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2010**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2011**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2010**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be **\$4,372.1838** per lane mile for **38.87** lane miles for a total of **\$169,946.78** for the **2008/09** season and for the remainder of the term of the Agreement commencing July 1, **2008**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Agency Certification Contract No. **D012050**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
for Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF)

On the _____ day of _____ in the year ____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,
Supervisor

JAMES R. VOGEL
RAYMOND J. TIERNEY III
LOUISE NOVROS
SHEILA A. GADDIS
Councilpersons

RESOLVED, that correspondence dated January 6, 2008 from Thomas A. Low, Commissioner of Public Works, concerning a proposed Sustainability Review Policy, together with a memorandum dated December 29, 2008 from the staff of the Public Works Department, concerning a draft Sustainability Review Policy, be received and filed; and be it further

RESOLVED, that the Town Board hereby forwards the above-referenced correspondence, memorandum, and Sustainability Review Policy to the Planning Board and the Sustainability Steering Committee for their advisory reports.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 6, 2009

Honorable Public Works Committee
Town of Brighton
2300 Elmwood Ave.
Brighton, NY 14618

Re: Proposed Sustainability Review Policy

Honorable Members :

The Green Brighton Task Force recommended that our reviews under SEQRA be expanded to routinely include issues such as energy consumption, demolition debris disposal, exterior lighting and mass transit.

I recommend that you receive and file this letter and the attached memorandum (dated 12/29/08).

I further recommend that this be forwarded to both the Planning Board and to the Sustainability Steering Committee for advisory reports.

Sincerely,

Thomas A. Low
Commissioner of Public Works

cc: R. Boehner

Town of Brighton
Interoffice Memo

To: Tom Low
From: Staff
CC:
Date: **December 29, 2008**
Subject: Draft Sustainability Review Policy

Tom - this draft follows staff discussion and review of your comments on the 12/11 draft. It includes revisions that I think respond to staff/your comments, but it departs somewhat from the specifics discussed at our staff meeting. These revisions have not been reviewed by RB, but he suggested that, since we want to move these along, we should submit them to you for comment.

Draft

Sustainability Review SEQRA Policy

Purpose:

It is the purpose of this policy to promote sustainable development by ensuring that the use of sustainable development practices is assessed during State Environmental Quality Review Act (SEQRA) review for those projects required to complete a SEQR Full Environmental Assessment Form (FEAF), by requiring discussion of factors that affect sustainability during the preparation of a SEQR Environmental Impact Statement (EIS), and by ensuring that the comments of the Rochester Regional Transportation Authority are considered.

SEQR Law describes those projects that may have a significant adverse impact on the environment, and therefore may require the completion of an EIS, as "Type 1 Actions," and requires those projects to complete a FEAF to assist in the review of the environmental impacts of the project. If it is determined, after review of the FEAF, that the project may have the potential for one or more significant environmental impacts, the project is required to complete an EIS addressing those impacts. It is the intent of this policy to: (1) expand the information requested in the FEAF to better address sustainable development practices, (2) ensure that certain environmental impacts that affect sustainability are discussed in the project's EIS, and (3) include the Genesee Regional Transportation Authority as an "interested agency" for all SEQRA coordinated reviews to ensure that the comments and concerns of that agency are addressed. Projects requiring review under SEQR Law that are not Type 1 Actions ("Unlisted Actions") may also be required to complete a

FEAF if one is determined by the Commissioner of Public Works or Environmental Review Liaison Officer to be warranted by the specifics of the project.

Implementation:

1. The following questions are to be added as an addendum to the FEAF Part 1 to ensure that sustainability issues are considered.
 - (a) What measures will be included in the design, construction and operation of the project to reduce the environmental impacts of energy consumption and use? Please explain.
 - (b) What measures will be taken to mitigate the environmental impacts of the generation of construction and demolition debris through recycling or other means? Please explain.
 - (c) How will the design and operation of the project mitigate the potential environmental impacts of motor vehicle trips by promoting movement by foot, bicycle, and mass transit? Please explain.
 - (d) How will the design and operation of the project reduce or eliminate the environmental impacts of exterior lighting including, but not limited to, off-site glare, dark sky impacts, and impacts on flora and fauna? Please explain.
2. In addition to any other environmental impacts (e.g., traffic, ecology, community services, land use, etc.) that may require response, the following impacts will be presumed, absent clear and convincing evidence to the contrary, to warrant inclusion in the Scoping Outline and evaluation and discussion in the preparation of an Environmental Impact Statement (EIS) for Type I and Unlisted Actions to be directly undertaken, funded or approved by the Town (including its employees, agents, boards and officers):
 - (a) Impacts of energy used in the construction and operation of the project. The EIS should describe the energy conservation measures proposed in the design of the project, the planning of construction, construction materials acquisition, and the operation of facilities following construction.
 - (b) Impacts caused by the generation of construction and/or demolition debris. The EIS should describe debris disposal plans and how the impacts caused by the generation of construction and/or demolition debris will be reduced by recycling, re-use, construction plans, or other means.

- (c) Impacts caused by the generation of motor vehicle trips. The EIS should describe projected traffic generation, the projected demand for facilities to accommodate movements by pedestrians, bicyclists, and mass transit, and the project's plans to facilitate and promote these transportation alternatives.
 - (d) Impacts of exterior lighting. The EIS should describe the exterior lighting plan and should discuss how impacts on the environment including, but not limited to, excessive energy use, off-site glare, dark sky impacts, and impacts on flora and fauna, will be avoided.
3. The Rochester Genesee Regional Transportation Authority (RGRTA) should be included as an Interested Agency in all SEQRA applications requiring Coordinated Review to solicit that agency's input.

Responsible Parties:

The Applicant is responsible to comply with all requirements of this policy, and to demonstrate such compliance to the satisfaction of the SEQRA Lead Agency.

The Environmental Quality Review Liaison is responsible to inform the Applicant of this policy.

Effective Date:

Revisions:

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January 2009.

PRESENT:

SANDRA L. FRANKEL,

Supervisor

JAMES R. VOGEL
 RAYMOND J. TIERNEY III
 LOUISE NOVROS
 SHEILA A. GADDIS

Councilpersons

RESOLVED, that correspondence dated January 5, 2009 from Thomas A. Low, Commissioner of Public Works, concerning an application for Local Government Records Management Improvement Fund Grant Funding, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes submission of an application to the New York State Archives Grant Administration Unit for funding up to \$75,000 for computer, scanning and printing equipment and scanning and microfilming services related to records management in the Department of Public Works and Building and Planning Department.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 5, 2009

Honorable Public Works Committee
Town of Brighton
2300 Elmwood Ave.
Brighton, NY 14618

Re: Authorize Application
Local Government Records Management Improvement Fund
Application

Honorable Members:

I recommend that your Honorable Body authorize the submission of an application to the New York State Archives Grant Administration Unit for funding in an amount up to \$75,000. This funding, if awarded, would provide for computer, scanning, and printing equipment and scanning/microfilming services related to records management in the Department of Public Works and Building/Planning Department.

No local share is required for the application. If the grant is awarded, there will be time spent by staff to coordinate the project, There is also monies that were approved in the 2009 Building/Planning Department budget to be used for consulting services that could be put towards project implementation should the Town receive the grant money.

Sincerely,



Thomas A. Low
Commissioner of Public Works

cc: P. Parker
T. Keef
R. Cortina



Town of Brighton

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



Thomas M. Voelkl
Chief of Police

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

January 7, 2009

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

Dear Board Members:

This letter is notice that the last work date for K-9 Arik will be Friday, January 16, 2009.

As per the Agreement between the Town of Brighton and the Brighton Police Patrolmen's Association Arik's handler, Officer Walter Bruzda, receives additional compensation of one hour of the Federal minimum wage at the overtime rate for every day the unit member is responsible for the K-9 dog and this benefit's last effective date will be January 16, 2009.

I have informed Officer Walter Bruzda that K-9 Arik's last work day will be January 16, 2009 and have informed him that the K-9 allowance will end at the conclusion of that work day.

Respectfully,

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

Mark T. Henderson
Captain

cc: Chief Thomas M. Voelkl
Captain William Principe
Officer Walter Bruzda
Sergeant Michael DeSain, President BPPA

At a Town Board Meeting of the Town of Brighton,
Monroe County, New York, held at the Brighton Town
Hall, in said Town of Brighton on the 14th day of
January 2009.

PRESENT:

SANDRA L. FRANKEL,
Supervisor
JAMES R. VOGEL,
RAYMOND J. TIERNEY III,
LOUISE NOVROS,
SHEILA GADDIS,
Councilpersons

RESOLVED, that Michael M. Phillips, CPA, 105 Branchwood Lane, Rochester, New York 14618, be and hereby is appointed as Constable of the Town of Brighton for a term of one (1) year immediately and ending December 31, 2009.

RESOLVED, that this appointment shall be without salary, but that he shall possess all the powers and duties of a constable in civil actions and proceedings only, and shall be entitled to collect the statutory fees allowed by law in such civil actions and proceedings subject to the filing of a surety bond in the amount of \$12,000.00 and taking the required Oath of Office

Dated: January 14, 2009

UPON ROLL CALL VOTE

SANDRA L. FRANKEL	_____
JAMES R. VOGEL	_____
RAYMOND J. TIERNEY III	_____
LOUISE NOVROS	_____
SHEILA GADDIS	_____

Michael M. Phillips, CPA

DEC 23 2008

December 18, 2008

Sandra L. Frankel, Supervisor
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618-2145

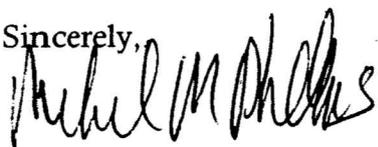
Dear Sandy,

Please accept this letter as a means to inform you that I would like to continue in my capacity as an appointed Town of Brighton Constable.

I understand that the Town Board will act upon reappointments at the organizational meeting to be held in January, 2009.

I look forward to continuing to serve the residents of the Town of Brighton.

Sincerely,



Michael M. Phillips



TOWN OF BRIGHTON

Sandra L. Frankel
SUPERVISOR

January 8, 2009

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Steering Committee
Green Brighton Task Force

Honorable Members:

Although the Task Force recently completed its report and recommendations, I have asked the Steering Committee to stay on to oversee our consideration and implementation of those recommendations. Included in their charge is to advise on a more permanent structure for such oversight.

In particular, I have asked Karen Berger to continue to chair this interim group, and Councilman Vogel to act as the Board's liaison. The other current members of the Committee are Dennis Adams, Steve Kittleberger, Chris Manasari, Rome Celli and Cheryl Frank. I may seek other members from time to time.

Sincerely,

Sandra L. Frankel

xc: Thomas A. Low, Commissioner of Public Works



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2009.

PRESENT:

SANDRA L. FRANKEL,
Supervisor

JAMES R. VOGEL
RAYMOND J. TIERNEY III
LOUISE NOVROS
SHEILA A. GADDIS

Councilpersons

RESOLVED, that a memorandum dated January 12, 2009 from Paula A. Parker, Director of Finance, concerning permission to apply for a Community Capital Assistance Program Grant for the proposed Brighton Veterans' Memorial, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver a grant application for \$50,000 in Community Capital Assistance Program Grant Funds, to be used towards a portion of the cost of the proposed Town Veterans' Memorial Project; and be it further

RESOLVED, that in the event the grant is awarded, the Supervisor is hereby authorized to execute and deliver such other and further documents and agreements as may be required in connection therewith, which documents and agreements shall be in form and substance as may be approved by the Attorney for the Town.

Dated: January 14, 2009

Sandra L. Frankel, Supervisor	Voting	_____
James R. Vogel, Councilman	Voting	_____
Raymond J. Tierney III, Councilman	Voting	_____
Louise Novros, Councilperson	Voting	_____
Sheila A. Gaddis, Councilperson	Voting	_____



PAULA A. PARKER, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE SUITE 110
ROCHESTER, NEW YORK 14618
Phone (585) 784-5210 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Town Board
From: Sandra L. Frankel, Supervisor 
Paula A. Parker, Director of Finance
Date: January 12, 2009
Subject: Permission to apply for
Community Capital Assistance Program Grant
For Veteran's Memorial

I request that Your Honorable Body grant permission to apply for and authorize the Supervisor to execute a grant application for \$50,000 in Community Capital Assistance Program (CCAP) grant funds. The grant funds will be used to offset the cost of design and eagle installation for the Town of Brighton's Veteran's Memorial Project.

The local Veterans' groups will be conducting a fund raising campaign to further fund the project. Also, they will be seeking other appropriate State and Federal grant funds as well.

The tentative location for this memorial will be in Buckland Park on Westfall Road. The total cost of the project is estimated at \$328,350 including the \$50,000 of CCAP funds.

This represents authorization to apply for grant funds only and given the current economical condition of the State of New York, there is no guarantee this funding will be granted.

We will be happy to respond to any questions that members of the Town Board may have regarding this matter.

Copy to: S. Frankel, J. Vogel, and W. Moehle

COMMUNITY CAPITAL ASSISTANCE PROGRAM PRELIMINARY APPLICATION

SECTION 1: DATA SHEET / GENERAL INFORMATION

A. Project Name: Town of Brighton Veteran's Memorial Project

Project Location: Buckland Town Park, Westfall Road, Rochester, NY 14618

B. Applicant Organization: Town of Brighton

Legally Incorporated Name: Town of Brighton

Street (not P.O. Box): 2300 Elmwood Avenue

City: Rochester, New York

Zip: 14618

County: Monroe

Phone: 585-784-5210 or 784-5253

Fax: 585-784-5396

E-mail: paulaparker@rochester.rr.com

Contact Name & Title: Paula Parker, Director of Finance

Federal Taxpayer I.D./Charity Reg.# (Non-profits Only): 16-6002187

1. Type of Organization:

- Municipality Local Development Corporation or Industrial Dev. Agency
 Not-for-Profit University/Educational Org.
 Business Corporation Other (please describe) _____

2. Is the organization currently seeking or receiving any other New York State assistance for this project?

No Yes

See attached narrative

If your answer is Ayes@, please provide a detailed explanation on an attached separate sheet.

3. Name of project beneficiary if not applicant:

SECTION 2: PROJECT DESCRIPTION

A. Project Description and Amount

1. Please attach a detailed description of the specific capital project that will be undertaken and funded pursuant to this application.

2. Please list the amount of funding anticipated to be received from the Community Capital Assistance Program for this project.

\$ 50,000.00

3. Project Start Date: 7/2009

Anticipated Date of Project Completion: 9/2010

SECTION 3: PROJECT BUDGET, DISBURSEMENT SCHEDULE, & OPERATING COSTS

A. Use of Funds

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary).

<u>USE OF FUNDS</u>	<u>SOURCES</u>			<u>TOTAL</u>
	State	In-Kind/ Equity/Sponsor Contribution	Other sources	
Direct Costs:	\$	\$	\$	\$
Design	32,000	0	0	32,000
Site Prep	0	0	192,000	192,000
Eagle & intstall	18,000	0	56,500	74,500
Contingency	0	0	29,850	29,850
Indirect/Soft Costs:				
Total:	\$ 50,000	\$ 0	\$ 278,350	\$ 328,350

B. Please describe other sources of funds and if they have been secured. Sponsorship fees and donations. An active Veteran's organization has approached the Town to be lead agent on the project. The Veteran's organization will be conducting an extensive fund raising campaign to raise the balance of the needed funds for this memorial. See attached letter describing their activities and plan.

C. Does the project require environmental or other regulatory permits? No Yes
 Have they been secured? No Yes NA

D. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA) or is such review necessary to obtain any governmental approvals?
 No Yes NA

E. Please describe the ongoing operating costs required to maintain the proposed project and the sources of these funds. Monument is designed to be low maintenance or maintenance free and it is estimated that the yearly ongoing maintenance will be approximately \$2,170 which will be the responsibility if the Town of Brighton.

SECTION 4: ELIGIBILITY FOR TAX-EXEMPT FINANCING

1. Do you believe your project is eligible for tax-exempt financing under the Federal IRS code?
 No Yes

2. Has the applicant or proposed recipient of funds previously received financing from the sale of tax-exempt bonds? If yes, attach a schedule describing the details of such financing.
 No Yes

3. Does the applicant or proposed recipient of funds anticipate applying for financing for this project from the sale of other tax-exempt bonds?
 No Yes

4. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? If yes, attach a schedule showing details of such disbursements (date, purpose, payee)
 No Yes

5. Does the applicant or proposed recipient of funds plan to occupy 100% of the project facility? If no, attach a schedule explaining the planned occupancy.
 No Yes

Signature of Applicant: _____ Date: _____



DEC 24 2008

December 22, 2008

Mr. Thomas A. Low, Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: American Public Works Association
2008 Awards Committee Recommendations

Dear Tom:

The Genesee Valley Branch of the American Public Works Association (APWA) is pleased to inform you that you have been selected as the 2008 recipient of the **Public Works Leader of the Year Award**.

The **Public Works Leader of the Year Award** was established to inspire excellence and dedication in public service by recognizing the outstanding career service achievements of individual public works professionals.

The award will be presented to you at the APWA Awards Banquet on Thursday, January 29, 2009, 6:00 p.m., at the Doubletree Inn, 1111 Jefferson Road in Henrietta, New York. **As recipient of this award, you and a guest are cordially invited to attend this event, compliments of the Genesee Valley Branch of APWA.** If you would like to purchase additional tickets so others may share in this special event, please call Kathy Meeh, at the City of Rochester Department of Environmental Services, at (585)428-6843.

In order to proceed with the many awards we will be presenting that evening, we ask that acceptance speeches be limited to a maximum of two (2) minutes.

Congratulations on your award, and we look forward to seeing you at the banquet.

Very truly yours,

Paul R. Chatfield, P.E.
Awards Chairman

cc: Supervisor Sandra Frankel, Town of Brighton
Tim Keef, P.E., Town Engineer

**WEST BRIGHTON FIRE DEPARTMENT, INC.**

MONROE COUNTY, NEW YORK
2695 WEST HENRIETTA ROAD, ROCHESTER, NEW YORK 14623

(585) 424-1414

January 6, 2009

The Honorable Susan Kramarsky, Town Clerk
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: West Brighton Firefighter Appointment

Dear Madam Clerk:

Please be advised that on January 5, 2009, Mr. Robert Normand of 215 Bastian Road, Rochester, New York 14623, was elected to Active Membership in the West Brighton Fire Department, Inc.

I hereby request that Mr. Normand be confirmed by the Brighton Town Board at their next meeting.

Sincerely,

A handwritten signature in cursive script that reads "Pat A. Inzer".

Pat A. Inzer, Secretary
Board of Directors
West Brighton Fire Department, Inc.

CC: File
Chief D. Coon

