

MINUTES OF TOWN BOARD MEETING
OF THE TOWN OF BRIGHTON, COUNTY OF
MONROE, NEW YORK HELD AT THE
BRIGHTON TOWN HALL, 2300 ELMWOOD
AVENUE, ROCHESTER, NEW YORK
December 14, 2011

PRESENT:

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

William Moehle, Attorney for the Town

Susan Kramarsky, Town Clerk

MEETING CALLED TO ORDER: 7:10 PM

RECOGNITIONS/PRESENTATIONS:

Proclamation Presentation to the French Road Elementary School
US Department of Education Blue Ribbon School Award Winner
Dr. Kevin McGowan Superintendent Brighton Schools and
Dr. Thomas Hall – French Road Elementary School Principal accepting

Jason Di Ponzio - Zoning Board of Appeals

OPEN FORUM:

Tim Cottrell – Head of School, The Harley School announcing “Chesonis Commons” a 21st-century LEED certified “Living Building” on the Harley campus

Robert Levine
Mordechai Rennert
Paul Beiter / Jim Hooper
Rex Vail
Josh Bauroth
Robert Levine
Joel Shapiro

APPROVAL OF AGENDA:

Motion by Councilmember Sheila Gaddis seconded by Councilmember James Vogel to approve the agenda with the addition of communications from Rex Vail, and from Jim Hooper and Paul Beiter

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to receive and file minutes of November 30, 2011 Town Board Meeting, and December 6, 2011 Special Town Board Meeting

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Arnold J. Goldman dated November 30, 2011 to Town Board Re: Motorists who are using Leeward Lane as a turn around to head north when exiting the Royal Car Wash at the corner of Monroe Avenue and Clover Road.

FROM Chris Mueller, Director, Government Relations, Time Warner Cable to Supervisor dated December 1, 2011 Re: Listing of Time Warner Cable channels with soon to be expired contracts which may or may not be renewed.

FROM Paul Beiter and Jim Hooper, West Brighton Residents to West Brighton Volunteer Firefighters, dated November 30, 2011 re: The December 5, 2011 West Brighton Volunteer Fire Department Leadership election.

FROM Chris Mueller, Director Government Relations, Time Warner Cable dated November 28, 2011 Re: Rate adjustments taking place February 2012 for converters and remotes.

FROM Greg Parker, Empire State Development Corporation to Susan Kramarsky, Town Clerk dated November 29, 2011 Re: Copies of the General Project Plan for ICardiac Technologies Inc. located at 150 Allens Creek Road.

FROM Pat Inzer dated December 5, 2011 to Chris Roth, Town Fire Marshal dated December 5, 2011 listing names of newly elected officers for the West Brighton Fire Department.

FROM Lawrence M. Howk, Treasurer-Brighton Fire District dated December 7, 2011 to Town Clerk re: Corrected copy of the 2012 Tax Requisition for the Brighton Fire District.

FROM Richard Wersinger, Brighton resident and member of the Brighton Fire Department dated December 9, 2011 to Supervisor regarding identifying depth of various water run-off ponds within the Town for safety and accident rescue purposes.

FROM Jason S. DiPonzio dated December 8, 2011 to Supervisor resigning his position as a member of the Zoning Board of Appeals effective December 31, 2011.

FROM Robert Levine dated December 12, 2011 to Supervisor with response from Supervisor regarding Free of Cost Educational Internet Sites available outside of the normal Library system.

FROM Paul Beiter regarding the West Brighton Fire Department

FROM Jim Hooper regarding the West Brighton Fire Department

FROM Rex Vail regarding "Move to Amend"

Motion by Councilmember Sheila Gaddis seconded by Councilmember James Vogel to receive and file aforementioned communications

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Community Services - Next meeting December 22, 2011.

Finance and Administrative Services - Sheila Gaddis reported on meeting of December 7, 2011; next meeting December 21, 2011.

Public Safety Services - Councilmember Ray Tierney will report at next Town Board meeting on meeting of December 13, 2011; next meeting January 10, 2012

Public Works Services - Councilmember James Vogel reported on meeting of December 12, 2011; next meeting January 9, 2012

OLD BUSINESS:

MATTER RE: Authorize approval of proposed site location of 1210 South Winton Road for a Heritage Christian Services 6-Bedroom Home (see Resolution #34 and letter dated December 13, 2011 from Ramsey Boehner, Town Planner).

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

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Sheila Gaddis seconded by Councilmember Louise Novros that the Supervisor read and approve payment of claims as set forth in Exhibit 2

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize reappointment of Judy Schwartz to the Brighton Zoning Board of Appeals for a 5-year term commencing on January 1, 2012 through December 31, 2016 (See Resolution #1).

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. 3 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize reappointment of David Whitaker to the Brighton Historic Preservation Board for a 4-year term commencing on January 1, 2012 through December 31, 2015 (see Resolution #2).

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. 4 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize reappointment of Diana Robinson to the Brighton Historic Preservation Board for a 4-year term commencing on January 1, 2012 through December 31, 2015 (see Resolution #3).

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. 5 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize reappointment of Ronald Wexler to the Brighton Sustainability Oversight Committee for a 2-year term commencing on January 1, 2012 through December 31, 2013 (see Resolution #4)

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. 6 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize reappointment of Jerry Ludwig as Chairperson and member to the Brighton Historic Preservation Board for a 4-year term commencing on January 1, 2012 through December 31, 2015 (see Resolution #5).

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. 7 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize reappointment of Christopher Guider to the Brighton Architectural Review Board for a 3-year term commencing on January 1, 2012 through December 31, 2014 (see Resolution #6).

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. 8 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to accept donations in the amount of \$801 as additional monies received for the Town of Brighton Veterans Memorial Fund (see Resolution #7 and Memorandum dated December 1, 2011 from Suzanne Zaso, Director of Finance).

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 9 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute Agreement between the Town and the County of Monroe for the Intermunicipal Agreement with Monroe County Tobacco Compliance Checks (see Resolution #8 and letter dated December 5, 2011 from Mark Henderson, Chief of Police).

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. 10 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for budget transfers to cover year-end deficits with surpluses contained within certain Parks and Recreation Departmental accounts (see Resolution #9 and letter dated December 5, 2011 from Jerry LaVigne, Director of Parks and Recreation).

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. 11 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to amend the Out of District Agreement for Sewer Use with the Town of Penfield to include an additional 18 properties along Collingsworth Drive. (see Resolution #10, letter dated December 3, 2011 from Michael Guyon, P.E. Town Engineer and Boundary Description of Penfield Consolidated Sewer District Extension 52-Collingsworth Drive).

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: Authorize approval to amend the NYSEDA Energy Manager Consultant Contract from \$45,000 to \$26,504 to reflect the actual Energy Manager's Consultant's contracted fee (see Resolution #11, letter dated December 3, 2011 from Michael Guyon, P.E. Town Engineer and amendment change agreement).

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 bid award and approval for Supervisor to execute Agreement with Pub Works Software Company for Operations Center Management Software and implementation services not to exceed \$41,075 (see Resolution #12 and letter dated December 5, 2011 from Michael Guyon, P.E. Town Engineer).

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. 14 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Agreement with LaBella Associates P.C. for design services for the Corwin Road Bridge Preventative Maintenance Project at a fee not to exceed the GTC funding allocation, (see Resolution #13 and letter dated December 5, 2011 from Michael Guyon, P.E., Town Engineer).

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. 15 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award and approval for Supervisor to execute Agreement with Tectronic in an amount not to exceed \$3,700 to provide Phase 1a and 1b Cultural Resource Investigation Services for the MCC Sanitary Sewer Project (see

Resolution #14 and letter dated December 2, 2011 from Michael Guyon, P.E., Town Engineer).

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. 16 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute modified Agreement with Clark Patterson Lee Company to include additional professional Design and Inspection Services not to exceed \$6,970 for Town Hall and Public Safety Wing Roof Repair (see Resolution #15 and letter dated December 6, 2011 from Michael Guyon, P.E. Town Engineer).

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. 17 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to establish a capital project for the preventative maintenance of the Corwin Road Bridge project in an amount not to exceed \$303,971 with 80% of funding to be provided through Federal GTC program (see Resolution #16 and memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance).

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. 18 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize budget transfer totaling \$6,970 from the Town's contingent account to Shared Services Engineering Fees account to cover the modified Clark Patterson Lee contract to provide bidding and construction phase services and site inspections for Town Hall complex's new roof (see Resolution #17 and memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance).

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. 19 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize budget transfer in the amount of \$884 to support upgrading of the Town Court's sound system (see Resolution #18 and letter dated November 16, 2011 from Dianne Burdett, Administrative Court Clerk).

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. 20 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute renewal Agreement with Holfoth Risk Management for the continued provision of independent risk management

consulting services for the year 2012 (see Resolution #19 and memorandum dated December 5, 2011 from Suzanne Zaso, Director of Finance).

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. 21 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute Engagement Letter between the Town and Raymond F. Wager, CPA, PC for independent auditing services for year-end 2011 (see Resolution #20, memorandum dated December 5, 2011 from Suzanne Zaso, Director of Finance and copy of Engagement Letter).

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. 22 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to adopt newly created Town Fund Balance Procedure as per new requirements from the Government Accounting Board (GASB) Statement No. 54 (see Resolution #21 and memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance).

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. 23 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to permanently appoint Ms. Patricia M. Hinckley, AIA to the position of Part-time Architect to the Town (see Resolution #22 and letter dated December 5, 2011 from Timothy Keef P.E. Commissioner of Public Works along with Certification of Eligibles notification).

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. 24 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to permanently appoint Mr. Evert Garcia to the position of Engineering Assistant to the Town (see Resolution #23 and letter dated December 5, 2011 from Timothy Keef P.E. Commissioner of Public Works along with Certification of Eligibles notification).

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. 25 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to permanently appoint Mr. Eric Mineker to the position of Engineering Assistant to the Town (see Resolution #24 and letter dated December

5, 2011 from Timothy Keef P.E. Commissioner of Public Works along with Certification of Eligibles notification).

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. 26 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to promote Mr. Adam Secor from temporary Skilled Laborer position to a permanent status of same. This promotion fills the position that was vacated by a retiring employee in June 2011 (see Resolution #25 and letter dated December 5, 2011 from Timothy Keef P.E. Commissioner of Public Works).

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. 27 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to permanently hire Mr. Michael Gulnac who currently holds a temporary Laborer position to a permanent status of same. This permanent hire fills the position that was vacated by recently promoted employee Adam Secor (see Resolution #26 and letter dated December 5, 2011 from Timothy Keef P.E. Commissioner of Public Works).

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. 28 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute renewal Agreement with the Monroe County Department of Transportation for Town to provide Snow and Ice Control Services for parts of Monroe County during the 2011/2012 season (see Resolution #27, letter dated December 5, 2011 from Timothy Keef, P.E. Commissioner of Public Works and

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. 29 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute renewal Agreement with Mayer Hardware for the year 2012 for provision of various hardware items for the Town (see Resolution #28 and letter dated November 30, 2011 from Timothy Keef, P.E. Commissioner of Public Works).

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. 30 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute renewal Agreement with the Monroe County Department of Transportation for the Town to provide various mowing, dead animal removal etc. to parts of Monroe County during 2012 (see Resolution #29, letter dated December 5, 2011 from Timothy Keef, P.E. Commissioner of Public Works and copy of renewal agreement).

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. 31 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award to Tallmadge Tire Company to furnish new and unused Loader Tires to the Town (see Resolution #30, letter dated December 5, 2011 from timothy Keef, P.E. Commissioner of Public Works and Bid Summary Sheet).

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. 32 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize budget transfer in the amount of \$500 to allow for purchase of bookshelves and (1) file cabinet for the Town's Finance Department (see Resolution #31 and memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance).

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. 33 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize budget transfers totaling \$14,100 from various Cable accounts to accommodate procurement of replacement Audio Visual Equipment (see Resolution #32 and letter dated December 7, 2011 from Douglas Clapp, Director of Communications).

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. 34 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Agreement with Electronic Field Productions Inc. for Cable Television Programming Services for the year 2012 (see Resolution #33 and letter dated December 7, 2011 from Douglas Clapp, Director of Communications).

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. 35 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize appointment of Sandra L. Frankel and Susan Kramarsky as Marriage Officers within the Town of Brighton commencing January 1, 2012 through December 31, 2014 (see Resolution #37). As amended.

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. 36 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Set public Hearing date of December 28, 2011 to establish a 12-month moratorium on approvals for Hydrofracking and associated activity within the Town (see Resolution #35, letter dated December 5, 2011 from William A. MacGregor, Nunda, NY in support of same and proposed law).

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. 37 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Brighton awarded \$1,565,000 for Monroe Ave. Green Street Project. This funding is made available under the NY State Environmental Facilities Corporation's Green Innovation Grant Program.

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to receive and file press release regarding aforementioned grant.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE BOARD:

MATTER RE: Authorize appointment of Sandra L. Frankel to a non-compensated position entitled Inter-Municipal Cooperation Official, which includes but is not limited to liaison to risk management operations, for the period January 1, 2012 through May 1, 2013. This will enable Supervisor Sandra L. Frankel to continue to serve as a member of the Board of Governors of the New York State Municipal Insurance Reciprocal (NYMIR) following the end of her term as Supervisor until the end of her current term as a NYMIR Director, (see Resolution 36 and letter dated December 12, 2011 from James R. Vogel Councilperson).

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. 38 attached.

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 CARRIED

MATTER RE: Friends of Brighton Memorial Library Annual Report

Motion by Councilmember Ray Tierney seconded by Councilmember Louise Novros to receive and file the Friends of Brighton Memorial Library Annual Report

EXECUTIVE SESSION

Motion by Councilmember James Vogel seconded by Councilmember Ray Tierney to go into Executive Session to discuss matters of real estate at 9:55PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to come out of Executive Session at 10:55 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED:

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel to adjourn at 11:00 pm

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

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 meeting held on the 14TH of December 2011 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 December, 2011.

PRESENT:

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

WHEREAS, at a regular Town Board meeting held on November 30, 2011, the Town Board received and filed correspondence, dated November 14, 2011, from Heritage Christian Services, Inc. regarding notification of interest to construct a home for up to six individuals with developmental disabilities at 1210 South Winton Road; and

WHEREAS, the proposal has been reviewed by the Public Safety Committee and Public Works Committee of the Town Board, both of which recommended approval; and

WHEREAS, Heritage Christian Services, Inc. held a neighborhood meeting concerning the proposed home on November 10, 2011; it is therefore

RESOLVED, that correspondence dated December 7, 2011 from Ramsey A. Bohner, Town Planner, concerning a notification of interest from Heritage Christian Services, Inc. to build a home for six individuals with developmental disabilities at 1210 South Winton Road, be received and filed; and be it further

RESOLVED, that the Town Board hereby approves the proposal from Heritage Christian Services, Inc. to build a home for six individuals with developmental disabilities at 1210 South Winton Road, and authorizes the Supervisor to notify Heritage Christian Services, Inc. of such approval; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and

deliver a payment in lieu of tax agreement by and between the Town and Heritage Christian Services, Inc., which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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 13, 2011

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

Re: Heritage Christian Services, Inc. notification of interest to build a home for six individuals with development disabilities at 1210 Winton Road

Honorable Members:

The Town Board at its November 30, 2011 meeting received and filed a letter dated November 14, 2011 from Heritage Christian Services Inc. regarding notification of interest to build a home for six individuals with development disabilities at 1210 Winton Road. The proposed home has been reviewed by both the Public Safety Committee and Public Works Committee. Heritage Christian Services Inc. also held a neighborhood meeting regarding the proposed home on November 10, 2011 at the Twelve Corners Presbyterian Church.

I recommend that the Town Board approve the site as recommended by Heritage Christian Services Inc. I also recommend that the Town Board authorize the Supervisor to notify Heritage Christian Services Inc. of the Town Board's approval of the site for the construction of the proposed home.

Respectfully Submitted,


Ramsey A. Boehner
Town Planner

cc: Tim Keef
Bill Moehle



CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

December 14, 2011

THAT THE CLAIMS AS SUMMARIZED BELOW HAVING BEEN APPROVED BY THE RESPECTIVE DEPARTMENT HEADS AND AUDITED BY THE TOWN BOARD AUDIT COMMITTEE ARE HEREBY APPROVED FOR PAYMENT.

A - GENERAL	\$ <u>230,467.66</u>
D - HIGHWAY	<u>98,442.17</u>
H - CAPITAL	<u>972.78</u>
L - LIBRARY	<u>48,043.31</u>
SA - AMBULANCE DIST	<u>1,984.16</u>
SB - BUSINESS IMPROVM	<u>390.00</u>
SD - DRAINAGE DIST	<u>1,306.25</u>
SF - FIRE DIST	<u>82,886.25</u>
SK - SIDEWALK DIST	<u>2,252.50</u>
SL - LIGHTING DIST	<u>27,537.85</u>
SM - SNOW REMOVAL DST	<u>2,571.25</u>
SN-NEIGHBORHOOD DIST.	<u>431.25</u>
SP-PARKS DISTRICT	<u>161.25</u>
SR-REFUSE DISTRICT	<u>10,305.00</u>
SS - SEWER DIST	<u>112,401.89</u>
SW - WATER DIST	<u>1,337.50</u>
TA - AGENCY TRUST	<u>13,722.06</u>
TOTAL	\$ <u>635,213.13</u>

UPON ROLL CALL

MOTION CARRIED _____

APPROVED BY:

SUPERVISOR

COUNCIL MEMBER

COUNCIL MEMBER

TO THE SUPERVISOR:

I CERTIFY THAT THE VOUCHERS LISTED ABOVE WERE AUDITED BY THE TOWN BOARD ON THE ABOVE DATE AND ALLOWED IN THE AMOUNTS SHOWN. YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY TO EACH OF THE CLAIMANTS THE AMOUNT OPPOSITE HIS NAME.

DATE

TOWN CLERK

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of December, 2011.

PRESENT:

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

RESOLVED, that Judy Schwartz is hereby reappointed to the Zoning Board of Appeals for a term commencing January 1, 2012 through December 31, 2016.

Dated: December 14, 2011

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	_____

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 December, 2011.

PRESENT:

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

RESOLVED, that David Whittaker is hereby reappointed to the Historic Preservation Commission for a term commencing January 1, 2012 through December 31, 2015.

Dated: December 14, 2011

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	_____

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 December, 2011.

PRESENT:

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

RESOLVED, that Diana Robinson is hereby reappointed to the Historic Preservation Commission for a term commencing January 1, 2012 through December 31, 2015.

Dated: December 14, 2011

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	_____

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 December, 2011.

PRESENT:

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

RESOLVED, that Ronald Wexler is hereby reappointed to the Sustainability Oversight Committee for a term commencing January 1, 2012 through December 31, 2013.

Dated: December 14, 2011

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	_____

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 December, 2011.

PRESENT :

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

RESOLVED, that Jerry Ludwig is hereby reappointed as a member of the Historic Preservation Commission for a term commencing January 1, 2012 through December 31, 2015; and be it further

RESOLVED, that Jerry Ludwig is hereby reappointed as Chairperson of the Historic Preservation Commission for a term commencing January 1, 2012 through December 31, 2013.

Dated: December 14, 2011

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	_____

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 December, 2011.

PRESENT:

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

RESOLVED, that Christopher Guider is hereby reappointed to the Brighton Architectural Review Board for a term commencing January 1, 2012 through December 31, 2014.

Dated: December 14, 2011

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	_____

EXHIBIT NO. 9

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 December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 1, 2011 from Suzanne Zaso, Director of Finance, concerning donations to the Town of Brighton Veteran's Memorial Fund, be received and filed; and be it further

RESOLVED, that the Town Board hereby gratefully accepts various donations to the Brighton Veteran's Memorial Fund, in the aggregate amount of \$801.

Dated: December 14, 2011

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	_____



SUZANNE ZASO, DIRECTOR OF FINANCE
2300 Elmwood Avenue
Rochester, NY 14618

MEMORANDUM

TO: The Honorable Town Board
FROM: Suzanne Zaso, Director of Finance *sz*
Date: December 1, 2011
Subject: Town of Brighton Veterans Memorial Fund Donations

It is with great pleasure that we request that Your Honorable Body authorize the acceptance of additional monetary donations received from generous area organizations and citizens, to the Town of Brighton for the Veterans Memorial Fund.

We have greatly appreciated the outpouring of community support and endorsement received for this project so far, and we sincerely hope that donations will continue.

The total additional amount of monies received is \$801 and have been deposited into Account Number TA 30.Vets. (Veterans Memorial Fund).

Thank you.

c.c. James R. Vogel – Town of Brighton Councilmember
Chairperson of Town of Brighton Veterans Committee

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 5, 2011 from Mark T. Henderson, Chief of Police, concerning an Intermunicipal Agreement with Monroe County for Tobacco Compliance Checks, be received and filed, together with a proposed Intermunicipal Agreement attached hereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an Intermunicipal Agreement by and between the Town and Monroe County for Tobacco Compliance Checks, which Agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

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



Mark T. Henderson
Chief of Police

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

December 5, 2011

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

**RE: INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY TOBACCO
COMPLIANCE CHECKS**

Dear Board Members:

I recommend that the Supervisor be authorized to digitally sign an agreement between the County of Monroe and the Town of Brighton for the Intermunicipal Agreement with Monroe County Tobacco Compliance Checks. Along with the signed agreement, they have requested the Supervisor to forward insurance certificates that are required in order for the contract to be processed. Attached is a printout of the digital agreement.

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

Respectfully,

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

Mark T. Henderson
Chief of Police

Attachment

c: Captain Robert Cline
JP O'Brien

AMENDMENT #2

FOR ~~Town of Brighton Police Department~~ Intermunicipal Agreement between County of Monroe and ~~Town of Brighton Police Department~~ Town of Brighton Police Department Tobacco Checks 2010-10-01 THROUGH 2011-09-30 ~~2012-03-31~~

THIS AMENDMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTY OF MONROE, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York, 14614, hereinafter referred to as "County" and, Town of Brighton with offices at 2300 Elmwood Avenue, Rochester, NY, 14618, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof, and;

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

WHEREAS, the County Legislature, by Resolution Number 322 adopted on 12/08/09, and by Resolution 339 adopted on 12/08/09, and by ~~339288~~ adopted on ~~2009-12-08~~ 2010-12-14, and by Resolution Number 312 adopted on 12/14/10, authorized the execution of an Agreement with the Contractor for such services;

WHEREAS, the parties hereto previously entered into an Agreement, dated as of 11/8/10 ("The Agreement"), whereby the Contractor agreed to perform services for Monroe County as set forth in Section I of said Agreement;

WHEREAS, the parties hereto wish to amend Sections I, II and III of said Agreement;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

The Contractor's Police Department shall perform the following services for the County:

A. For the period of October 1, 2010 through September 30, 2011, conduct a maximum of FORTY (40) tobacco compliance checks of tobacco retail outlets, including vending machines and re-inspections, located in the Town of Brighton. Conduct two (2) re-inspections of facilities found in violation within one year of a sustained violation. Conduct one (1) follow-up check of all outlets that have had their licenses suspended or revoked to determine if tobacco is being sold.

New compliance checks during contract extension period 10/1/2011- 03/31/2012:

a) Conduct a maximum of TWENTY (20) tobacco compliance checks of tobacco retail outlets, including vending machines and re-inspections, located in the Town of Brighton.

b) Complete at least one (1) unannounced compliance check at 50% of all facilities where tobacco is sold by March 31, 2012. When required, complete assigned compliance checks and submit inspection reports by deadline for annual random Synar survey.

c) For each facility that, on October 1, 2011, has active points on their record, complete a routine and a minimum of one (1) additional compliance check before March 31, 2012.

B. Verify that the retailer/vendor is registered with NYS Department of Taxation and Finance to sell tobacco. Verify name and address of the legal operator on the outlet's Certificate of Registration.

C. Verify that there are no self-service of tobacco products and that the products are located in a secure cabinet or behind the sales counter accessible only to sales clerks. Verify that out of package tobacco items (loosies) are not for sale and that bidis are not sold in outlets without a tobacco registration.

D. Verify that vending machines have proper registration and are properly located and supervised.

E. When a retailer/vendor is found in violation:

- Verify name and address of operator.
- Notify operator of violations by presenting a copy of the "Notification of Violation" letter provided by the Health Department. Note on the compliance check form that letter has been delivered.
- Note full name of actual seller (sales clerk) of the tobacco product on the compliance check form. Lottery agent number, if a New York State Lottery agent, must be noted on the compliance check form.

F. Provide the personnel and minors (15-17 years of age) with the required training needed to conduct the compliance checks. Obtain written parental permission for participating minors.

G. Follow the protocol for conducting tobacco compliance checks as developed by the New York State Health Department. *Protocol is included as an attachment to this Intermunicipal Agreement.

H. Complete the compliance check report forms (developed and provided by the New York State Department of Health) and submit the originals to the County within two (2) working days from the date the checks were conducted. Any evidence obtained must be labeled and held in a safe and secure location until such time as the administrative enforcement hearing is conducted or the contractor is otherwise instructed by the Health Department.

I. Assure that the Police Department's personnel and/or minors involved in the compliance checks will be available to present testimony and evidence, if needed, in any Administrative Enforcement Hearings and/or judicial proceedings, initiated by or against the County, as a result of compliance checks.

II. TERM OF CONTRACT

A. The term of this Agreement shall be for the period of ~~2010-10-01~~ through ~~2011-09-30~~ 2012-03-31.

B. This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to the County's Health Director or the Contractor without incurring any penalty on account of such termination. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

C. Notwithstanding the provisions of the above paragraph, the County may terminate this Agreement immediately upon written notice to the Contractor upon the happening of any of the following:

1. Funding for the services to be performed under this contract is terminated or curtailed.
2. The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
3. The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation.

4. The County determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

III. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed ~~ZERO THREE THOUSAND, TWO HUNDRED ONE THOUSAND, SIX HUNDRED THREE THOUSAND, TWO HUNDRED FOUR THOUSAND, EIGHT HUNDRED THREE THOUSAND, TWO HUNDRED SIX THOUSAND, FOUR HUNDRED FOUR THOUSAND, EIGHT HUNDRED THREE THOUSAND, TWO HUNDRED FOUR THOUSAND, EIGHT HUNDRED~~ DOLLARS (). This sum shall be paid as follows:

In quarterly installments, at a rate of \$80.00 per compliance check conducted.

In accordance with new New York State Department of Health grant contract vouchering requirements, contractor vouchering is limited to a maximum portion of the total contract ceiling (\$4,800.00) for each 6-month period of the contract term as follows:

October 1, 2010 through March 31, 2011 - \$1,600.00

April 1, 2011 through September 30, 2011 - \$1,600.00

October 1, 2011 through March 31, 2012 - \$1,600.00

Variance from these restrictions must be authorized in writing by the Monroe County Department of Public Health prior to Contractor exceeding the vouchering limits for these periods. Scheduling of required contractual services detailed in the Scope of Services (Section I) must be adjusted to accommodate the 6 month maximum payment for services.

In the event that the New York State Department of Health modifies its grant contract vouchering requirements at any other time during the term of this Agreement, County will so notify Contractor in writing and Contractor will adhere to said modifications as soon thereafter as reasonably possible, without the need for further contract amendments. Such written notification by County to Contractor will be attached to the Contract and be incorporated herein.

The Contractor will submit properly completed and executed Monroe County claim vouchers setting forth in detail the services provided by the Contractor at least quarterly within thirty (30) days of the end of each quarter.

Each submitted voucher will be approved by the County Health Director or his duly designated representative and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records pursuant to regulations promulgated by New York State Department of Health, New York State Education Department or requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

The Contractor will submit a copy of any audit findings relating to services funded under this agreement to the County Department of Public Health.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation insurance, and disability insurance, if required by law; general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

Contractor certifies that no medical professionals or other medical personnel shall be involved in the performance of the services described herein.

If any required insurance coverage contains aggregate limits or applies to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder, shall become legally vested to the County upon the completion of the work required under this Agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

XI. FEDERAL SINGLE AUDIT ACT

This Agreement does not include federal funding.

XII. RIGHT TO INSPECT

Designated representatives of the County and the State Department of Health shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human and Health Services
Room 535
691 St Paul St.
Rochester, NY 14605

phone #: (585) 753-6322
fax #: (585) 753-6308

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of this Agreement, that it shall not discriminate against any person due to age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that at all times, it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth (and hereinafter amended) in Sections 290-301 of the Executive Law of New York State, and related regulations.

Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

XVI. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

XVII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

Contractor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to fully cooperate with the County in this regard, and to execute any amendments necessary for County and/or Contractor to comply with such laws, rules, regulations, orders and programs.

XVIII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

XIX. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

XX. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

XXI. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

XXII. MISCELLANEOUS

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS THEREOF, Maggie Brooks of the COUNTY OF MONROE and Sandra Frankel, Town Supervisor of Town of Brighton (Federal Tax ID # 16-6002187), hereto have executed this agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

By electronically approving this contract document, the Contractor agrees to all terms and conditions listed in this attachment. The Contractor certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Town of Brighton

Appendix A

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 5, 2011 from Jerry LaVigne, Director of Parks and Recreation, concerning various Budget transfers in the 2011 Parks and Recreation Department Budget, be received and filed; and be it further

RESOLVED, that the Town Board hereby approves the Budget transfers as set forth in the above-referenced correspondence.

Dated: December 14, 2011

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

December 5, 2011

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

Dear Finance Committee Members:

I respectfully request your permission to make the following transfers to cover year-end deficits in various accounts:

Debit	A.REC.7115 4.11	Maintenance Supplies	\$700.00
Debit	A.REC.7115 4.21	Gas & Electric	\$1,370.00
Debit	A.REC.7122 4.43	Landscape Services	\$6,000.00
Debit	A.REC.7120 4.43	Landscape Services	\$800.00
Debit	A.REC.7310 1.20	PT Wages	\$12,000.00
Credit	A.REC.7115 2.12	Office Furniture	\$700.00
Credit	A.REC.7116 4.21	Gas & Electric	\$1,370.00
Credit	A.REC.7120 2.29	Vehicle Set-up	\$6,000.00
Credit	A.REC.7120 4.24	Heating Fuel	\$800.00
Credit	A.REC.7310 4.51	Instructors Fees	\$12,000.00

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

Sincerely,

Jerry LaVigne
Director of Parks and Recreation

Cc: M. Legasse

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 3, 2011 from Michael E. Guyon, P.E., Town Engineer, concerning an amendment to the Out-of-District Agreement for sewer use between the Town of Brighton and the Town of Penfield, concerning Collingsworth Drive, be received and filed, together with attachments thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an Amended Out-of-District Agreement for sewer use by and between the Town of Brighton and the Town of Penfield, including additional properties on Collingsworth Drive, which Amended Agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 3, 2011

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

Re: Collingsworth Drive Sanitary Sewer
Sewer Agreement with the Town of Penfield
Agreement Amendment

Dear Chairperson Gaddis and Committee Members:

I am requesting that the FASC authorize the Supervisor to amend the Out of District Agreement for Sewer Use with the Town of Penfield to include an additional 18 properties along Collingsworth Drive. These properties are located within Extension 52 - Collingsworth Drive Sewer Project Area as described in Schedule-A and shown on Exhibit-1. The total number of Penfield properties covered by the amended Agreement shall be expanded to 45. All terms and conditions contained in the "original agreement", dated April 27th, 1981 shall remain unchanged. Excepting, the amended agreement includes a provision to accommodate the six Town of Brighton properties along Collingsworth Drive. This provision states, "If at such time "Brighton" on behalf of the six (6) Brighton properties along Collingsworth Drive, desire to obtain sanitary sewer service, "Penfield" shall allow connection of these properties to their sewer system for collection service. In this case the cost of "Penfield" Pump Station O & M, attributable to the (6) Brighton properties shall be viewed as equal to and nullify the annual "Brighton" sewer use charges attributable to the (18) Penfield properties.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon, P.E.
Town Engineer

Attachment

cc: S. Zaso
A. Banker
T. Keef
S. Zimmer

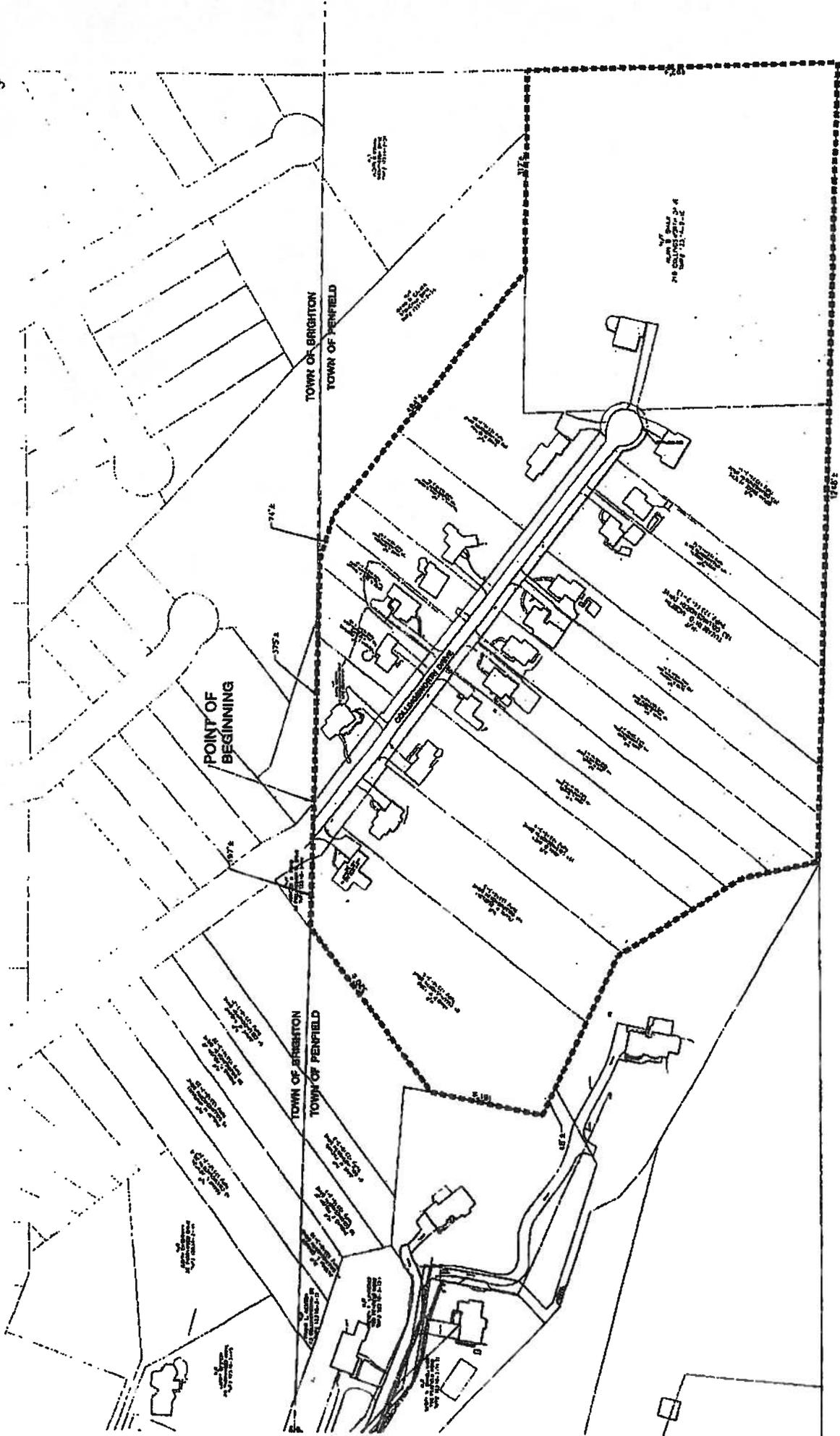
SCHEDULE A

Boundary Description of Penfield Consolidated Sewer District Extension 52 Collingsworth Drive

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Penfield, County of Monroe and State of New York, as shown on a map entitled "District Map" prepared by MRB/group and dated 06/2011, and bounded and described as follows:

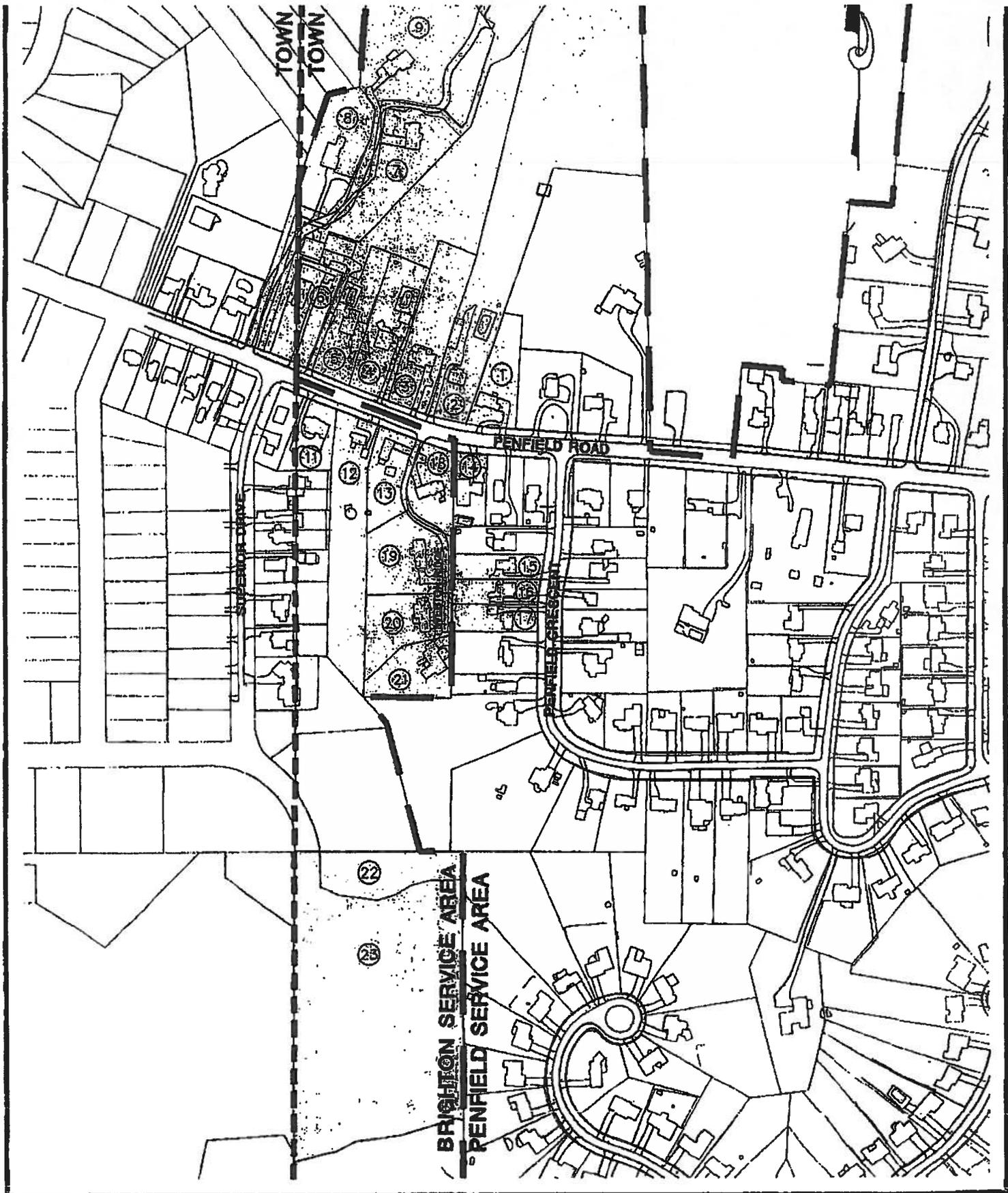
Beginning at the intersection of the existing common division line between Tax Map Parcel 123.10-2-10 and Tax Map Parcel 123.14-2-04 with the existing northwesterly highway boundary of Collingsworth Drive, said division line also being the common municipal boundary between the Town of Brighton and Town of Penfield; thence

1. Northerly, along the last mentioned common division line and municipal boundary and also along the westerly bounds of Tax Map Parcel 123.14-2-05 a distance of 375'± to a point at its intersection with the existing common division line between Tax Map Parcel 123.14-2-06 with Tax Map Parcel 123.14-2-03; thence
2. Northeasterly, along the last mentioned common division line between Tax Map Parcel 123.14-2-03 with Tax Map Parcels 123.14-2-06 a distance of 74'± to a point at its intersection with the existing common division line between Tax Map Parcel 123.14-2-06 with Tax Map Parcel 123.14-2-07; thence
3. Northeasterly, along the existing common division line between Tax Map Parcel 123.14-2-03 with Tax Map Parcels 123.14-2-07, 123.14-2-08 and 123.14-2-09 a distance of 484'± to a point at its intersection with the existing common division line between Tax Map Parcel 123.14-2-03 with Tax Map Parcel 123.14-2-10; thence
4. Northerly, along the last mentioned common division line and also along the common division line between Tax Map Parcel 123.14-2-10 with Tax Map Parcel 123.14-2-01 a distance of 317'± to a point at its intersection with the existing common division line between Tax Map Parcel 123.14-2-10 with Tax Map Parcel 123.10-2-01; thence
5. Easterly, along the last mentioned common division line a distance of 492'± to a point at its intersection with the existing easterly bounds of Tax Map Parcel 123.14-2-10, said easterly bounds also being the common division line between Tax Map Parcel 123.14-2-10 with Tax Map Parcel 123.10-2-01; thence
6. Southerly, along the last mentioned common division line and also along the existing common division line between Tax Map Parcel 123.10-2-01 with Tax Map Parcels 123.14-2-11, 123.14-2-12, 123.14-2-13, 123.14-2-14, 123.14-2-15 a distance of



BOUNDARY MAP
Penfield Sewer District Exter.
Collingsworth Drive





**MAP OF EXTENSION 41 TO THE PENFIELD
CONSOLIDATED SEWER DISTRICT
BRIGHTON SERVICE AREA
TOWN OF PENFIELD
MONROE COUNTY, NEW YORK**

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is in violation of Article 148, Section 7208, Subdivision 2 of the New York State Education Law.

Copies from the original of this survey map not marked with an original of the licensed land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy.

Certifications shown herein shall run only to the person for whom the survey is

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 December, 2011.

PRESENT:

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

WHEREAS, the Town of Brighton previously received a grant of up to \$45,000.00 from the New York State Energy Research and Development Authority (NYSERDA), to procure the services of an energy manager to work with the Sustainability Oversight Committee; and

WHEREAS, the actual cost of services obtained totaled \$26,504.00, and the Town Board now desires to amend the grant agreement to reflect the actual cost of services provided; it is therefore

RESOLVED, that correspondence dated December 3, 2011 from Michael E. Guyon, P.E., Town Engineer, concerning an amendment to NYSERDA Contract No. 119401, be received and filed, together with attachments thereto; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an amendment to Agreement No. 119401, by and between the Town of Brighton and NYSERDA to amend the statement of work and reduce the contract amount from \$45,000 to \$26,504, which amendment shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 3, 2011

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

Re: NYSERDA Contract #19401
Energy Manager Consultant
Agreement Amendment

Dear Chairperson Gaddis and Committee Members:

I request that authorization be granted to amend the amount of the NYSERDA Energy Manager Contract referenced above from \$45,000 to \$26,504.00 as specified in the attached NYSERDA letter dated November 23, 2011.

As you may recall the Town received a NYSERDA grant in the amount of \$45,000.00, to obtain the services of an Energy Manager to assist with the endeavors of the Sustainability Oversight Committee. The \$45,000 grant amount was developed based upon an estimated number of hours and corresponding hourly rate necessary to complete the Scope of Services outlined in the grant application. The Town of Brighton solicited a Request for Proposals and obtained a fee of \$21,852.00 from Thomas Low to provide those services outlined in the grant application leaving \$23,148 of the grant funding unused. Additionally, the Town requested that the Energy Manager evaluate collection alternatives for leaf and landscape debris for an additional cost of \$4,652.00. The Energy Manager's total contract amount is \$26,504.00. Kate Wojcik, NYSERDA contract administrator, has requested that the Town amend its contract to reflect the Energy Manager's actual contract fee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon, P.E.
Town Engineer

Attachment

cc: S. Zaso
A. Banker
T. Keef

New York State Energy Research and Development Authority

Albany
17 Columbia Circle, Albany, NY 12203-6399
(P) 1 (866) NYSEEDA | (F) (518) 862-1091
nysesda.ny.gov | info@nysesda.org
Vincent A. Delorio, Esq., Chairman
Francis J. Murray, Jr., President and CEO

Buffalo
728 Exchange Street
Suite 821
Buffalo, NY
14210-1484
(P) (716) 842-1522
(F) (716) 842-0156

New York City
485 Seventh Avenue
Suite 1006
New York, NY
10018-6815
(P) (212) 971-5342
(F) (518) 862-1091

**West Valley Site
Management Program**
9030-B Route 219
West Valley, NY
14171-9500
(P) (716) 942-9960
(F) (716) 942-9961

November 23, 2011

Mary Ann Hussar
Town of Brighton
2300 Elmwood Avenue
Rochester, NY, 14618

SUBJECT: Amendment No. 119401

Dear Ms. Hussar:

Reference is made to the subject Agreement between us dated April 1, 2010, (the "Agreement"), wherein the following change is hereby incorporated:

1. Exhibit A, "Statement of Work" Delete in its entirety and Substitute the attached revised "Statement of Work" dated November 23, 2011
2. Agreement, Page 1 Item No. 8 Total Amount of Award Delete \$45,000.00 and Substitute the amount \$26,504.00.

No other provision of the Agreement is otherwise changed or modified.

The parties hereto do hereby indicate their acceptance of and agreement to the foregoing by causing their duly authorized representatives to execute this Amendment No. 1 in the respective spaces provided below.

Town of Brighton

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____

By: _____

Name: _____

Cheryl L. Earley
Director of Contract Management

Title: _____

Exhibit A
Statement of Work (SOW)
TOWN OF BRIGHTON (Proposal No. 191)

Table of Contents:

1. Definitions
2. Project Description
 - a. Project Background, Project Location(s), and Points of Contact
 - b. Scope of Work
 - c. Schedule
3. Vendor Contracts
4. Progress Payments
5. Measurement, Verification and Commissioning
 - a. Pre-Implementation Requirements
 - b. Post-Implementation Requirements
6. Federal Requirements
 - a. Special terms and conditions
 - b. Schedule
 - c. Jobs & Cost Reporting

1. Definitions for Exhibit A: Statement of Work

- a. The terminology used in Exhibit A is based on the federal government language used for the distribution of American Recovery and Reinvestment Act (ARRA) funds and the associated reporting requirements. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Statement of Work, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms.
 - i. **TOWN OF BRIGHTON** the Contractor listed as the lead proposer in the application and is identified in Item 1 on page one of the Contract, shall be called "*Sub-recipient*."
 - ii. All service providers and contractors hired by the Sub-recipient to implement the project scope of work shall be called "*Vendor(s)*."

- b. Point of Service: All required Deliverables shall be sent to the following address:

NYSERDA
c/o TRC Energy Services
10 Maxwell Drive, Suite 200
Clifton Park, NY 12065

2. Project Description:

- a. Project Background, Project Location, and Point(s) of Contact:
 - i. Project Background:

TOWN OF BRIGHTON is a municipality located in Monroe County. The Town was awarded funding under RFP 10 to hire an energy management consultant to implement many of the energy efficiency-related recommendations of the 2008

- a. This shall include the scheduling of meetings, attending and facilitating meetings, developing meeting agendas, and preparing meeting minutes and action items.
 2. Review existing energy audits, which include a set of suggested energy conservation measures. Work toward implementing these measures by investigating vendor and equipment options and working with town personnel to execute these projects. The Energy Management Personnel funded through this grant will not perform new energy audits, only work from existing audits toward implementing efficiency measures.
 3. Establishing guidelines for sustainable development and present practical options to the Town Board for review.
 4. Evaluate the implementation of upgrades to neighborhood lighting fixtures and develop recommendations regarding the purchase of new fixtures.
 - ii. Town facilities to be included in the Energy Management Consultant's studies and recommendations include the Town Hall, Library, Highway Facility, Public Safety Building, utility infrastructure, lighting districts, and Town Parks.
 - iii. The Energy Management Consultant's efforts are anticipated to consist of approximately 40 hours per month.
 - iv. If the Scope of Work, schedule, or budget changes at any time, the Sub-recipient must contact the NYSERDA project manager immediately. Changes in Project scope, schedule, or budget may change the amount of funds awarded by NYSERDA.
- c. **Schedule:** The Sub-recipient shall provide NYSERDA, or its contractor, with the Project schedule, including anticipated start date, completion date, and target dates for each Project milestone within three (3) months of execution of this agreement or notify NYSERDA, or its contractor, of the reason for the delay. Project start date is contingent upon successful completion of Pre-Implementation Requirements (Section 5a). Projects must be completed by **March 30, 2012**. Failure to do so may result in termination of the Agreement.

3. Vendor Contracts:

- a. All contracts between the Sub-recipient and the consultants shall be delivered to NYSERDA, or its contractor, for initial review prior to execution.
- b. Sub-recipient is required to comply with all normally applicable local, state, and federal laws, regulations and procedures regarding hiring, bids, procurement, and awards.

4. Progress Payments

- a. The following is the Schedule of Payments. Payments are directly tied to the specific Deliverables identified below. Before each payment, the respective Deliverables must be submitted to NYSERDA, or its contractor, and approved. Payments shall reimburse Sub-recipient for actual costs incurred if costs are less than the values identified below. To notify NYSERDA, or its contractor, that a milestone has been reached, Sub-recipient must submit the appropriate Progress Payment Request form (to be provided by NYSERDA) along with the required Deliverable and related backup documentation.

Final Report of the Green Brighton Task Force.

ii. Primary Place of Performance:

Brighton Town Hall
2300 Elmwood Avenue
Rochester, NY 14618

iii. Points of Contact :

Authorized Signatory
Sandra Frankel
Town Supervisor
Town of Brighton
2300 Elmwood Ave
Brighton, NY 14618
585 784 5251
Sandra.frankel@townofbrighton.org

Project Contact
Michael Guyon
Town Engineer
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618
585 784 5225
Mike.guyon@townofbrighton.org

Project Contact:
Tim Keef
Town Engineer
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618
585 784 5223
Tim.keef@townofbrighton.org

b. The Scope of Work shall include:

Work on the following shall not be initiated prior to receiving written Approval to Proceed from NYSERDA, or its contractor.

- i. The Town of Brighton will hire an Energy Manager to complete tasks to improve energy efficiency in Town. This will include but not be limited to the following.
 1. Coordinate the Brighton Green Task Force in its mission to educate the community about energy-saving measures, develop recommendations for maximizing the energy efficiency of town operations and identifying regulatory changes to promote green practices.

Total Amount of Award: \$26,504

Total Cost Share: \$0

Total Project Cost: \$26,504

***All cost overruns shall be the sole responsibility of the Sub-recipient.**

#	Milestone	NYSERDA Amount (% of Total)	Cost-Share	Total Milestone Cost	Deliverables
1	3 months of employment	\$5,463.00 or 21% of NYSERDA's share of total project costs (whichever is lower).	\$0	\$5,463.00	<ul style="list-style-type: none">• Payment Request form• Consultant invoices for labor, certified by Sub-Recipient• All documents that satisfy the Pre-Implementation Requirements• Copies of deliverables produced by energy management consultant and list of activities performed during funding period.
2	6 months of employment*	\$5,463.00 or 21% of NYSERDA's share of total project costs (whichever is lower).	\$0	\$5,463.00	<ul style="list-style-type: none">• Payment Request form• Consultant invoices for labor, certified by Sub-Recipient• Copies of deliverables produced by energy management consultant and list of activities performed during funding period.
3	9 Months of employment*	\$7,789.00 or 29% of NYSERDA's share of total project costs (whichever is lower).	\$0	\$7,789.00	<ul style="list-style-type: none">• Payment Request form• Consultant invoices for labor, certified by Sub-Recipient• Copies of deliverables produced by energy management consultant and list of activities performed during funding period.
4	Project complete*	\$7,789.00 or 29% of NYSERDA's share of total project costs (whichever is lower).	\$0	\$7,789.00	<ul style="list-style-type: none">• Payment Request form• Consultant invoices for labor, certified by Sub-Recipient• Certificate of Completion (Section 5b.i)• Cost Data (Section 5b.ii)• Total Project Summary of

					activities (5b.iii.)
--	--	--	--	--	----------------------

***Should consultants' funded activities be scheduled to be complete in a period shorter than 12 months, the progress payment schedule may be adjusted appropriately. Payments will be issued in no shorter than three month intervals.**

5.Verification

a. Pre-Implementation Requirements: Completion of these items is required prior to the start of work.

- i. Documentation of new Personnel: Sub-recipient shall provide documentation that the new Energy Management Personnel position was created. For new personnel hired as municipal staff, provide signed copy of the accepted offer letter(s) to the new staff. For the hiring of consultants, provide a signed copy of the contract between the consultant and the Sub-Recipient for energy management personnel services.**
- ii. Pre-Implementation DHR Review: Sub-recipients shall coordinate with NYSERDA, or its contractor, and provide all documentation or information necessary to be in full compliance with Executive Order 31.**
- iii. Pre-Implementation Competitive Procurement: Sub-recipients shall certify to NYSERDA, or its contractor, that the Sub-recipient has fully complied with its normal competitive procurement procedures and all applicable laws, regulations and procedures. Sub-recipient must inform NYSERDA of what that procurement process consisted of as part of that certification.**

b. Final Milestone Requirements: Completion of these items is required for the Sub-Recipient to receive payment for the final progress payment milestone.

- i. Certificate of Completion: Sub-recipient shall complete and submit the Certificate of Completion Form (to be provided by NYSERDA).**
- ii. Cost Data: Sub-recipient shall submit invoices, accounting records, and other documentation as appropriate to document the cost of the Energy Management Personnel Project.**
- iii. Summary of Activities: Sub-recipient shall submit a document describing the activities the Energy Management Personnel performed and what products were produced. This should include copies of any work products produced (or a representative sample).**

****NYSERDA reserves the right to modify the Verification tasks listed above, without further modification to the Agreement.**

6.Federal Requirements

- a. As part of compliance with federal requirements for projects receiving ARRA funding, special terms and conditions apply. Sub-recipients must comply with monthly reporting as requested by NYSERDA and quarterly federal reporting, and Job Creation/Retention reporting requirements. Sub-recipients may be audited by State and Federal agencies for compliance with these requirements.
- b. The Sub-recipient shall provide all reporting information on prescribed forms within the timeframe required by NYSERDA.
- c. **Jobs & Cost Reporting**
 - i. Sub-recipients must provide regular expenditure reports to NYSERDA, or its contractor, to ensure compliance with Office of Management and Budget (OMB) section 1512 reporting.
 - ii. Reference the "Special Terms and Provisions Applicable to Receipt of Recovery Act Funds," Section I: Reporting Requirements, subsection 2 of this Agreement for required reporting on the employment impact of Recovery Act funded work.
 - iii. Sub-recipients must provide information to NYSERDA, or its contractor, including the job creation and retention totals for the Sub-recipient and for all vendors. The reported job totals must be expressed as the number of hours of employment funded directly by ARRA funds. The "Full-Time Equivalent (FTE)" value is calculated as the total number of hours worked directly on the ARRA-funded project divided by the number of hours in a full-time schedule. Both full-time and part-time employees working in positions created or retained due to the receipt of ARRA funds should be included. Additional guidance on calculating and reporting jobs will be provided.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of December, 2011.

PRESENT:

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

WHEREAS, the Town has received responses to a request for proposals for management software for the Department of Public Works Operations Center, and the Town Engineer has reviewed such responses and recommends one of the proposals; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Michael E. Guyon, P.E., Town Engineer, concerning the responses to a request for proposals for Operation Center Management Software, be received and filed; and be it further

RESOLVED, that based on the recommendation of the Town Engineer, the Supervisor is hereby authorized to execute and deliver an agreement by and between the Town and Pub Works Software Company for management software and implementation services related thereto for the Department of Public Works Operations Center, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 5, 2011

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

Re: Request for Proposals, (RFP)
 Operations Center Management Software

Dear Councilperson Gaddis and Committee Members:

This department solicited proposals from qualified vendors for the purchase of computer management software to replace the existing Fox Pro database software presently serving the Operations Center. Four responses were received and are listed in Table – 1 below. The proposals were evaluated for scope, completeness, understanding of the RFP, as well as other pertinent aspects of the solicitation as issued to these vendors. Staff and our consultant Richard Cortina reviewed these proposals and determined that PubWorks is the lowest priced qualified bidder with a software and implementation not to exceed price of \$41,075.00. Therefore, I am requesting that the FASC authorize the Supervisor to sign a contract with PubWorks for this software and implementation services, not to exceed \$41,075.00. Funds have been budgeted for the software purchase in account H.TECH.2011 4.15 (computer software). Approximately \$41,750 has been allocated for the management software.

Table - 1

Consultant	Software Cost	Implementation	Sub-Total A	Annual Maintenance Costs for 5 years					Sub-Total B	Five Year Total
				Year 1	Year 2	Year 3	Year 4	Year 5		
Citech Systems	\$54,000	\$72,000	\$126,000	\$5,400	\$10,800	\$10,800	\$10,800	\$10,800	\$48,600	\$174,600
lucity	\$61,000	\$70,200	\$131,200	\$0	\$12,200	\$12,200	\$12,200	\$12,200	\$48,800	\$180,000
MaintStar Inc.	\$130,000	\$51,500	\$181,500	\$15,500	\$16,043	\$16,604	\$17,185	\$17,787	\$83,118	\$264,618
PubWorks	\$27,000	\$14,075	\$41,075	\$4,860	\$4,860	\$4,860	\$4,860	\$4,860	\$24,300	\$65,375



I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Guyon".

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

Attachment

Cc: Suzanne Zaso
Mary Ann Hussar
Tim Keef
Tim Anderson
Sue Wentworth

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 December, 2011.

PRESENT:

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

WHEREAS, the Town has received a grant through the Genesee Transportation Council to perform maintenance on the Corwin Road Bridge, and in connection therewith, desires to enter into an agreement for design services for the project, with the cost thereof limited under the terms of such grant agreement; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Michael E. Guyon, P.E., Town Engineer, concerning professional services for the Corwin Road Bridge Preventive Maintenance Project, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an agreement by and between the Town and LaBella Associates, P.C. for design services in connection with the Corwin Road Bridge Preventive Maintenance Project, at an aggregate cost not to exceed \$55,617, with Brighton's share thereof not to exceed \$11,123, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 5, 2011

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

Re: Corwin Road Bridge Preventive Maintenance Project
Professional Services

Dear Councilperson Gaddis and Committee Members:

We requested authorization at the October 18, 2011 FASC meeting to begin fee negotiations with Stantec for the consultant design services associated with the above reference project. These fee negotiations have been ongoing however; Stantec's fee proposal exceeds the GTC funding allocation for the project. The GTC allocated funding is shown in Table-1 below. Stantec has indicated that they are unable to adjust their fee to coincide with the GTC funding. Therefore, the Town must contact the second preferred consultant, Bergmann Associates, and resume fee negotiations.

Table -1 Project Cost by Phase

Project Phase	Total Funds	Federal Share	Local Share
Scoping	\$4,613	\$3,691	\$923
Preliminary Engineering	\$29,218	\$23,375	\$5,844
Detailed Engineering	\$21,786	\$17,428	\$4,357
Construction	\$218,290	\$174,632	\$43,658
Inspection	\$30,064	\$24,051	\$6,013
TOTAL =	\$303,971	\$243,177	\$60,794

The construction funding for this project is allocated for the 2012 construction season. Therefore, it is critical that the project design begin immediately.

If necessary, we will continue to negotiate a fee consistent with the funding allocated for the project with subsequent consultants. Due to the compressed schedule, we are requesting that FASC authorize the Supervisor to enter into an agreement with a consultant yet to be chosen for the prescribed design services for the Corwin Road Bridge Preventive Maintenance Project. The consultant fees will not exceed, \$55,617, the total funds allocated for the design services. Funds for these consultant services are available in the Highway Fund.



I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

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

Cc: Suzanne Zaso
Tim Keef
Tim Anderson

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 2, 2011 from Michael E. Guyon, P.E., Town Engineer, concerning a request for proposals for a Phase 1A and 1B Cultural Resource Investigation, in connection with the Monroe Community College Sanitary Sewer Project, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an agreement by and between the Town and Tonic, to provide a Phase 1A and 1B Cultural Resource Investigation in connection with the Monroe Community College Sanitary Sewer Project, at a cost not to exceed \$2,200 for the Phase 1A component and \$1,500 for the Phase 1B component, provided that such agreement shall not be executed unless the State Historic Preservation Office determines that such Investigation is necessary, following the submission of additional information concerning the previous disturbance of the area in question; and be it further

RESOLVED, that in the event such agreement is executed and delivered, the Supervisor is hereby authorized to execute and deliver change orders that do not increase the aggregate cost of the contract

by more than \$370 in the aggregate, without further action by the Town Board.

Dated: December 14, 2011

Sandra I. 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

DEPARTMENT OF PUBLIC WORKS

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

December 2, 2011

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

Re: Request for Proposals, (RFP)
MCC Sanitary Sewer Project
Phase 1a & 1b Cultural Resource Investigation

Dear Councilperson Gaddis and Committee Members:

This department solicited proposals from qualified consultants for the above project. Four responses were received and are listed in Table - 1 below. The proposals were evaluated for scope, completeness, understanding of the RFP, as well as other pertinent aspects of the solicitation as issued to these consultants. Staff reviewed these proposals and determined that Tectonic is the lowest priced qualified bidder with a not to exceed total price of \$3,700.00. This price includes the preparation of a Phase 1a and 1b Cultural Resource Investigation. Therefore, I am requesting that the FASC authorize the Supervisor to sign a contract with Tectonic for these services, not to exceed \$3,700, with the Supervisor being able to approve any necessary change orders not exceeding 10% of this amount in aggregate. Funds are available for these consultant services in account SS 8120 4.49.

Table - 1

Consultant	Phase 1a	Phase 1b	Total
Fisher Associates	\$ 1,560.00	\$ 2,540.00	\$ 4,100.00
Powers & Teremy, LLC	\$ 1,455.80	\$ 3,134.55	\$ 4,590.35
Rochester Museum and Science Center	\$ 1,899.00	\$ 3,119.38	\$ 5,018.38
Tectonic	\$ 2,200.00	\$ 1,500.00	\$ 3,700.00

Please note, that the Department of Public Works is investigating documentation that could demonstrate that the project area has been previously disturbed and eliminate the need to conduct a Phase 1a and 1b Cultural Resource Investigation. If available, we hope to obtain this information within two weeks and submit it to SHPO for review. Provided SHPO concurs with our findings we will not pursue an agreement with the lowest responsible bidder.

I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

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

Cc: Suzanne Zaso
Mary Ann Hussar
Tim Keef

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 December, 2011.

PRESENT:

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

WHEREAS, the Town previously received a proposal from Clark Patterson Lee for design services in connection with a roofing project at Town Hall and the Public Works Operations Center; and

WHEREAS, the Town Hall portion of the project was not performed due to cost, but the Town Board has requested that Clark Patterson Lee now update their previous proposal, to provide for design services for reroofing the Town Hall and Public Safety Wing, and the Town Engineer has recommended that such proposal be accepted; it is therefore

RESOLVED, that correspondence dated December 6, 2011 from Michael E. Guyon, P.E., Town Engineer, concerning professional design services for the roof repair project at Town Hall, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute and deliver an agreement by and between the Town and Clark Patterson Lee, to provide site review design phase, bidding phase, construction phase, and additional inspection services in connection with the roof repair project at Town Hall, for an aggregate cost not to exceed \$6,970 allocated as set forth in the above-referenced correspondence, which agreement shall be in form and substance as may

be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 6, 2011

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

Re: Town Hall Complex
Professional Design services for Roof Repair Design

Dear Councilperson Gaddis and Committee Members:

At the November 2, 2011 FASC and subsequent Town Board meetings we received authorization to contact Clark Patterson Lee and request a price proposal to modify their plans titled, "Town of Brighton Town Hall and Operation Center Reroof Project", dated 6/30/2009 to represent only those improvements associated with the proposed 2011 Town Hall reroof project.

Clark Patterson Lee provided a price proposal, dated November 18, 2011, to modify their plans and to provide Bidding and Construction Phase services for the Town Hall and Public Safety Wing roofs. In addition, the price proposal includes a fee to provide site inspections three times per week. Table-1 summarizes the price proposal:

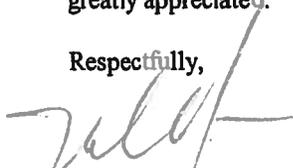
Table-1

Service Provided	Fee
Site Review; Design Phase; Bidding Phase	\$3,270.00
Construction Phase	\$2,200.00
Additional Inspection	\$1,500.00
TOTAL =	\$6,970.00

I am requesting that the FASC authorize the Supervisor to enter into an agreement with Clark Patterson Lee to provide the Site Review; Design Phase; Bidding Phase, Construction Phase and Additional Inspection services for a cost not to exceed \$6,970. Funding for these services is available in the Contingent Account. Also, funds have been proposed to be borrowed for this project.

I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Respectfully,


Michael E. Guyon, P.E.
Town Engineer

cc: S. Zaso
T. Keef
K. Hall

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 December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance, concerning the establishment of a Capital Project for the maintenance of the Corwin Road Bridge and a related 2011 budget transfer, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the establishment of a Capital Project for the preventative maintenance of the Corwin Road Bridge, in an aggregate amount not to exceed \$303,971; and be it further

RESOLVED, that the Town Board hereby authorizes a 2011 budget transfer in the amount of \$11,135 from account D.HWY.5110.416 to account D.HWY.5120.910 to support local funding for design services related to the Corwin Road Bridge Capital Project.

Dated: December 14, 2011

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	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *yz*
Date: December 6, 2011
Subject: Set-Up Capital Project and Budget Transfer
Corwin Road Bridge

I am requesting the Town Board authorize a capital project for the preventative maintenance of Corwin Road Bridge in an amount not to exceed \$303,971. Funding for this project is 80% Federal (GTC) and 20% from the Town.

I am also requesting the Town Board authorize a budget transfer in the amount of \$11,125 from highway road materials (D.HWY.5110 4.16) to transfer to capital projects in the bridges account (D.HWY.5120 9.10). This will support the local funding for the design services relating to this project. If additional appropriations remain in the highway fund at year-end 2011, I will return to the Board for authorization to transfer all or a portion of the remaining estimated local share of \$60,794.

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

Copy to: S. Frankel, B. Moehle, M. Guyon

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance, concerning a 2011 budget transfer to provide funding for the Town Hall roof design services, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes a 2011 budget transfer, in the amount of \$6,970, from account A.UNDST.1990.490 to account A.SSVCS.1620.452, to fund the cost of the modification of plans prepared by Clark Patterson Lee in 2009 for a new roof on the Town Hall complex, including the Public Safety Wing and for bidding and construction phase services and site inspection during the project.

Dated: December 14, 2011

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	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *MS*
Date: December 6, 2011
Subject: Budget Transfer – Town Hall Roof Design

I am recommending that the Town Board approve a budget transfer totaling \$6,970 from the Town's contingent account (A.UNDST.1990 4.90) to engineering fees in Shared Services (A.SSVCS.1620 4.52) to enable the Town to cover the cost for Clark Patterson Lee to modify their 2009 plans for a new roof on the Town Hall complex (inclusive of the Public Safety wing) and to provide bidding and construction phase services and site inspections.

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

Copy to: S. Frankel, B. Moehle, M. Guyon

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated November 16, 2011 from Dianne Burdett, Town of Brighton Justice Court, Administrative Court Clerk, concerning a 2011 budget transfer, be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Town Board hereby approves a 2011 budget transfer in the amount of \$884, as more fully described in the above-referenced correspondence, for the purchase of audio equipment to upgrade the Town Court's sound system.

Dated: December 14, 2011

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	_____

JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

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

<http://www.townofbrighton.org>

JUSTICES
KAREN MORRIS
JOHN A. FALK

COURT ADMINISTRATOR
DIANNE BURDETT
ASSISTANT COURT CLERK
MARY JO SCHILLER

November 16, 2011

Sheila Gaddis
Chairperson FASC
Town of Brighton
2300 Elmwood Ave.
Rochester, N.Y. 14618

RE: Request for transfer of funds

Dear Ms. Gaddis and FASC Committee Members,

The court is requesting permission to transfer funds in the amount of \$884 from our 400 account to Account 2.14 Audio Visual Equipment. The court's sound system, installed in 1999, is in need of upgrading to improve sound quality and to minimize feedback. We have received three audio equipment estimates and have determined the bid from AAA Sound Service for \$1,884 will best meet our needs. The 2011 budget already has \$1,000 allocated for this purchase. The additional funding (\$884.) will come from credits and unused funds in the 400 account.

Should you need any further information regarding this purchase, please let me know. Thank you for your consideration of this transfer request.

Sincerely,



Dianne Burdett
Administrative Court Clerk

cc: Suzanne Zaso, Finance Director
FASC file

AAA Sound Service & Low Voltage, LLC

295 Mt. Read Blvd. Rochester, NY 14611
Phon... 585-325-1080 Fax # 585-325-1085
E-mail: rich@aaasound.com

Proposal

5394

Date: 7/20/2011

Proposal Submitted to:

Town of Brighton
2300 Elmwood Ave.
Rochester, NY 14623

COURT ROOM
SOUND SYSTEMS

Contact: Dianne Burdett Phone: 784-5157 Email: dianne.burdett@townofbrighton. Cell:

We hereby submit specifications and estimates for:

OVERVIEW:

TO PROVIDE A D.S.P. (DIGITAL SIGNAL PROCESSOR) TO EACH COURT ROOM SOUND SYSTEM. THIS WILL ALLOW FOR PROPER TUNING OF THE SOUND TO ELIMINATE FEEDBACK AND INCREASE THE GAIN. ALSO, TO MOUNT THE EQUIPMENT ON A SHELF UNDER THE COUNTER.

MATERIALS TO INCLUDE:

- 2 - SHURE DFR22 D.S.P.'S
- 2 - SETS PATCHCABLES
- 2 - QUAM AS18X16 WALL SHELVES

LABOR TO INCLUDE INSTALLATION, PROGRAMMING AND TUNING, TESTING FOR PROPER OPERATION AND REVIEWING THE SYSTEM.

MATERIALS AND LABOR COMPLETE: \$1,884.00

NOTE:

LABOR AT NEW YORK STATE PREVAILING WAGE

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

ONE THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS (\$1,884.00) PLUS OPTIONS/EXTRAS AND APPLICABLE TAX

PAYMENT TERMS: Net 30 3% charge is added for all credit card payments.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 120 days.

ACCEPTANCE of PROPOSAL -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, if cancelled after acceptance of proposal/materials I will be subject to a 15% cancellation/restocking fee. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

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 December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 5, 2011 from Suzanne Zaso, Director of Finance, and correspondence dated November 17, 2011 from James B. Hood, Jr., Director at Holfoth Risk Management, both concerning renewal of the agreement with Holfoth Risk Management for independent risk management services, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver an agreement by and between the Town and Holfoth Risk Management for independent risk management consulting services during 2012 at an hourly rate of \$105 per hour, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Date: December 5, 2011
Subject: Renewal Agreement with Holfoth Risk Management for
Independent Risk Management Services

I request that Your Honorable Body authorize the Supervisor to execute a renewal agreement with Holfoth Risk Management for the continued provision of independent risk management consulting services in 2012. On demand services would be provided at the rate of \$105/hour, the same as the 2010 and 2011 contracts. The Town's 2012 budget provides an annual amount of \$10,000 for these services.

For a number of years, the Town has utilized the services of James B. Hood, Director of Holfoth Risk Management, and his staff, to obtain an objective third-party assessment of all risk related matters. The Administration's Insurance Committee greatly values Mr. Hood's good counsel and wealth of experience in helping to manage the Town's many and varied risks.

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 Holfoth's proposed renewal letter is enclosed for your review.

Copy to: S. Frankel, S. Kramarsky, and W. Moehle

HOLFOTH RISK MANAGEMENT

Division of Aldrich & Cox, Incorporated

November 17, 2011

Ms. Susan Kramarsky
Town Clerk
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

Re: Risk Management Consulting Services

Dear Susan:

Our contract for Risk Management Consulting Services expires on December 31, 2011. We propose to renew at the same hourly rate of \$105 that we are using in 2011.

If the Town Board is agreeable, we would be honored to continue to work with you and the Insurance Committee during 2012. We will await the Town contract to continue our services.

Very truly yours,

HOLFOTH RISK MANAGEMENT



James B. Hood, Jr., CPCU
Director

JBH/lmz

e-mail: hood@aldrichandcox.com
(F:\Client Contracts\2011 Contracts & Letters\Kramarsky20111117.doc)

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 5, 2011 from Suzanne Zaso, Director of Finance, concerning authorization to execute an engagement letter with Raymond F. Wager, CPA, PC for independent auditing services during 2012, be received and filed; 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, PC, for services relating to the 2011 year-end independent audit, together with a Federal single audit and New York State Department of Transportation audit, both related to Federal highway funds received by the Town during 2011, at an aggregate cost not to exceed \$32,885, which agreement shall be in form and substance as may be approved by the Attorney to the Town.

Dated: December 14, 2011

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	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *z*
Date: December 5, 2011
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 2011 year-end independent audit. For a total fee not to exceed \$32,885, 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 NO increase in fees from the 2008, 2009, or 2010 year-end audit, however due to Federal funds received by the Town in 2011, a Federal Single Audit and NYS Department of Transportation audit are required for 2011. This will add up to an additional \$5,450. Funding of \$29,415 has been provided in the 2012 budget for these audit services, so if the additional \$3,470 is needed it will need to be absorbed within other 2012 budget lines.

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.

Copy to: S. Frankel and W. Moehle

TOWN OF BRIGHTON

ENGAGEMENT LETTER

For Years Ended December 31, 2011

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

Shareholders:

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

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

December 2, 2011

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

Dear Ms. Zaso:

I. Audit Engagement

We are pleased to confirm our understanding of the services we are to provide to the Town of Brighton, New York (the Town) for the year ended December 31, 2011. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2011. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited.

Management's Discussions and Analysis.

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

Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions 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 supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion on compliance with laws, regulations, and the provisions of contracts or grants agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specific parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions 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 opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and the preparation of the Schedule of Expenditures of Federal Awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter, our assistance with preparation of the financial statements, schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

(Management Responsibilities) (Continued)

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Town of Brighton and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and 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 the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud 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 affecting the government received in communications from employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of the audit. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon].

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits attestation engagements performance audit or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

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. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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 or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. 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 engaged as auditors

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

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Auditing Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Town's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Our fees to complete the above services for the Town Brighton are as follows:

Financial Statement Audit	\$18,570
Federal Single Audit	\$ 3,500

B. Annual Financial Report— Update Document

We will complete the Town of Brighton Annual Financial Report - Update Document for the year ended December 31, 2011. This report will be completed by February 29, 2012 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. New York State Department of Transportation Compliance Audit

We will audit the compliance of the Town of Brighton, New York with the types of compliance requirements described in Draft Part 43 of the New York State Codification of Rules and Regulations (NYSCRR) that are applicable to each state transportation assistance program tested for the year ended December 31, 2011. Compliance with the requirements of laws, regulations, contracts and grants applicable to each program tested is the responsibility of the Town of Brighton' management. Our responsibility is the express an opinion on the Town of Brighton' compliance based on our audit.

We will conduct our audit of compliance in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Draft Part 43 of the NYSCRR. Those standards and Draft Part 43 require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above, that could have a direct and material effect on the state transportation assistance programs tested, has occurred. An audit includes examining, on a test basis, evidence about the Town of Brighton' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit will not provide a legal determination on the Town of Brighton' compliance with those requirements.

(C. New York State Department of Transportation Compliance Audit) (Continued)

The management of the Town of Brighton, New York is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to state transportation assistance programs tested. In planning and performing our audit, we will consider the Town of Brighton' internal control over compliance with requirements that could have a direct and material effect on state transportation assistance programs tested in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, and to test and report on the internal control over compliance in accordance with Draft Part 43 of the NYSCRR.

Our consideration of the internal control over compliance will not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that non-compliance with applicable requirements of laws, regulations, contracts, and grants, that would be material in relation to state transportation assistance programs tested, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we will inform you of any matters identified as material weaknesses in accordance with standards established by the American Institute of Certified Public Accountants.

As required by Draft Part 43 of the NYSCRR the schedule of state transportation assistance expended will be presented for additional analysis, however, it is not a required part of the basic financial statements. Such information will be subjected to the same auditing procedures applied in the audit of the basic financial statements.

The estimated fee to complete the above services will **not exceed \$1,950.**

D. IRS Form 990

We will prepare Form 990 - Return of Organization Exempt From Income Tax, for the year ended December 31, 2011 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.**

E. 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 yearend 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.**

F. 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.

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.

G. 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.

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

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, 2011 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.

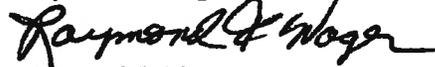
We do not charge for any phone consultation throughout the year. If you require accounting assistance which necessitates travel to your location, we will charge an hourly rate and mileage. Our current hourly rates will be as follows:

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

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report 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

**SIGN
HERE**

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

By: _____

Title: _____

Supervisor, Town of Brighton

Date: 12/14/2011



Marvin and company, p.c.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

System Review Report

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

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

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

To the Shareholders
Raymond F. Wager, CPA, P.C.
and the Peer Review Committee of the NYSSCPA

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, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

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

In our opinion, the system of quality control for the accounting and auditing practice of Raymond F. Wager, CPA, P.C. in effect for the year ended May 31, 2009 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Raymond F. Wager, CPA, P.C. has received a peer review rating of *pass*.

Marvin and Company, P.C.

July 30, 2009



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 December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance, concerning GASB 54 Fund Balance Reporting, be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Town Board hereby adopts the following GASB 54 Fund Balance Accounting and Reporting Resolution:

The purpose of this resolution is to establish a fund balance procedure to address the needs of the Town of Brighton and to help establish financial planning procedures to ensure consistency in the financial reporting of the Town's Fund Balance.

Restricted Fund Balance

- Non-spendable - consist of assets that are inherently nonspendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.
- Restricted - consist of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or Laws, (general municipal, local finance) and regulations of other governments; or through constitutional provisions or enabling legislation. Generally the Town's reserve funds will be considered restricted as the state regulates the

establishment, funding, and use of reserves.

Unrestricted Fund Balance

- **Assigned** - consist of amounts that are subject to a purpose constraint that represents and intended use established by the Board or by their designated official. The purpose of the assignment must be narrower than the purpose of the general fund, and in funds other than the general fund, assigned fund balance represents the residual amounts of fund balance. Examples of assigned fund balance
 - Encumbrances authorized by the Finance Department through the normal year end procedures
 - Appropriated fund balances by the Town Board or through the budgetary process
 - Resolutions by the Board
 - Residual amounts of fund balance that do not meet the nonspendable, restricted, committed or assigned definitions in funds other than the general fund.
 - Written minimum fund balance based on policy's or resolutions established by the Town
- **Unassigned** - consists of the residual classification for the government's general fund, and could report a surplus or deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The general fund will be the only fund that will have a positive unassigned fund balance. The special revenue funds and capital project funds will consist of only nonspendable, restricted, committed and assigned fund balance unless a deficit exists. Any deficit should be offset first by assigned then committed funds.

Prioritization of fund balance use

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the Town to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classification could be used, it shall be the policy of the Town that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

The Finance Director has the authority to deviate from this policy if it is in the best interest of the Town.

Dated: December 14, 2011

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	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Date: December 6, 2011
Subject: GASB 54 Fund Balance Reporting

The Government Accounting Standards Board (GASB) has issued a new Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, to address issues related to how fund balance is reported on governmental financial statements. The intention of this new statement is to clarify to the reader of these financial statements what funds are nonspendable, restricted, committed, assigned, or unassigned. Governments are required to implement this new fund balance reporting no later than the first fiscal year beginning after June 15, 2010 (which would be the 2011 fiscal year for the Town of Brighton).

In order to implement statement 54 the governing body must adopt per resolution a fund balance accounting and reporting procedure listing the various classifications of for fund balance reporting. I have attached a resolution defining these classifications.

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.

Attachment

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

GASB 54 Fund Balance Accounting and Reporting Resolution

The purpose of this resolution is to establish a fund balance procedure to address the needs of the Town of Brighton and to help establish financial planning procedures to ensure consistency in the financial reporting of the Town's Fund Balance.

Governmental fund balances will consist of Restricted Fund Balance and Unrestricted Fund Balance

Restricted Fund Balance

- **Non-spendable** – consist of assets that are inherently nonspendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.
- **Restricted** – consist of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or Laws, (general municipal, local finance) and regulations of other governments; or through constitutional provisions or enabling legislation. Generally the Town's reserve funds will be considered restricted as the state regulates the establishment, funding, and use of reserves.

Unrestricted Fund Balance

- **Assigned** – consist of amounts that are subject to a purpose constraint that represents and intended use established by the Board or by their designated official. The purpose of the assignment must be narrower than the purpose of the general fund, and in funds other than the general fund, assigned fund balance represents the residual amounts of fund balance. Examples of assigned fund balance
 - Encumbrances authorized by the Finance Department through the normal year end procedures
 - Appropriated fund balances by the Town Board or through the budgetary process
 - Resolutions by the Board
 - Residual amounts of fund balance that do not meet the nonspendable, restricted, committed or assigned definitions in funds other than the general fund.
 - Written minimum fund balance based on policy's or resolutions established by the Town
- **Unassigned** – consists of the residual classification for the government's general fund, and could report a surplus or deficit. In funds other than the general fund, the unassigned classification should only be used to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The general fund will be the only fund that will have a positive unassigned fund balance. The special revenue funds and capital project funds will consist of only nonspendable, restricted, committed and assigned fund balance unless a deficit exists. Any deficit should be offset first by assigned then committed funds.

Prioritization of fund balance use

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the Town to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classification could be used, it shall be the policy of the Town that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts. The Finance Director has the authority to deviate from this policy if it is in the best interest of the Town.

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 December, 2011.

PRESENT:

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

WHEREAS, Patricia M. Hinckley, AIA, was hired provisionally in January 2011 to the position of part-time Architect; and

WHEREAS, Ms. Hinckley has successfully passed the Civil Service Commission Architect Examination and is reachable for permanent employment, and the Town Board desires to make such an appointment; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, and correspondence dated November 23, 2011 from Brayton M. Connard, Director of Human Resources, Monroe County, together with an attachment thereto, be received and filed; and be it further

RESOLVED, that the Town Board hereby appoints Patricia M. Hinckley, AIA to the permanent part-time position of Architect, subject to the other terms and conditions of her original probationary hiring, on a continued probationary basis, but that her time served as Provisional Architect be counted toward the fulfillment of her 52-week probationary period.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 5, 2011

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

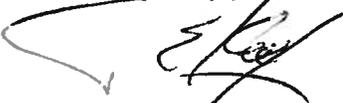
re: Proposed Permanent Appointment
Part Time Architect Position

Dear Chairperson Gaddis and Committee Members:

As you may recall, Ms. Patricia M. Hinckley, AIA, was hired provisionally by the Town in January of this year. Recent notification has been received from the Monroe County Department of Human Resources/Civil Service Commission that Ms. Hinckley has successfully passed the Architect Exam and is reachable for permanent appointment. Based upon this information, it is requested that Ms. Hinckley's appointment be made permanent part time, subject to the other terms and conditions at the time of her hiring, inclusive of successful completion of her probationary period. To date, Ms. Hinckley's performance has been extremely professional and beneficial to this department, therefore, I recommend that her time served to date count towards the fulfillment of her 52 week probationary period.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,



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

TEK/wp

attachment

cc: S. Zaso
R. Boehner
M. Hussar
G. Brandt



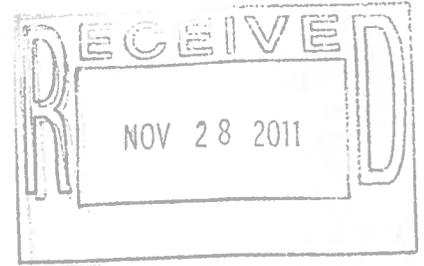
Department of Human Resources

Monroe County, New York

Maggie Brooks
County Executive

Brayton McK. Connard, SPHR
Director

November 23, 2011



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

Dear Supervisor Frankel:

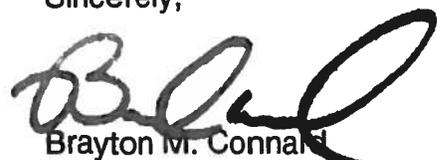
On **November 23, 2011** an eligible list was established for the title of **Architect, Exam Number OC-64485**. **Patricia Hinckley**, who holds a provisional appointment in this title, passed the examination and is presently reachable.

Under Civil Service Rules, all temporary and provisional appointments must cease within two months from the date of this letter and permanent appointments must be made from the list.

Please feel free to contact your liaison, **Joanne Campione**, in the Monroe County Department of Human Resources if you have any questions.

Enclosed is a certification.

Sincerely,


Brayton M. Connard
Director of Human Resources

BMC/kh
Enclosure

xc: Joanne Campione
Nicole Dobson
File

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 December, 2011.

PRESENT:

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

WHEREAS, Evert Garcia, was hired provisionally by the Town during 2010 to the position of Engineering Assistant; and

WHEREAS, Evert Garcia has successfully passed the Civil Service Commission Engineering Assistant Examination and is reachable for permanent employment, and the Town Board desires to make such an appointment; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, and correspondence dated November 23, 2011 from Brayton M. Connard, Director of Human Resources, Monroe County, together with an attachment thereto, be received and filed; and be it further

RESOLVED, that the Town Board hereby appoints Evert Garcia to the permanent part-time position of Engineering Assistant, subject to the other terms and conditions of his original probationary hiring, on a probationary basis, but that his time served as Engineering Assistant be counted toward the fulfillment of his 52-week probationary period.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

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

December 5, 2011

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

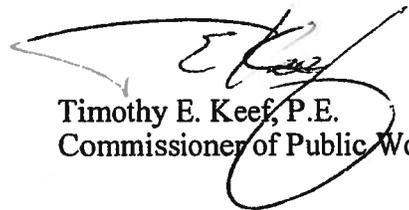
re: Proposed Permanent Appointment
Engineering Assistant Position (Highway)

Dear Chairperson Gaddis and Committee Members:

As you may recall, Mr. Evert Garcia was hired provisionally by the Town during 2010. Recent notification has been received from the Monroe County Department of Human Resources/Civil Service Commission that Mr. Garcia has successfully passed the Engineering Assistant Exam and is reachable for permanent appointment. Based upon this information, it is requested that Mr. Garcia's appointment be made permanent, subject to the other terms and conditions at the time of his hiring. To date, Mr. Garcia's performance has been very beneficial to this department, with his demeanor and professionalism being an extremely valuable asset in his capacity at the Highway Department. Mr. Garcia has also satisfactorily completed his 52 week probationary period.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,



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

TEK/wp

attachment

cc: S. Zaso
T. Anderson
M. Hussar
G. Brandt

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 December, 2011.

PRESENT:

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

WHEREAS, Eric Mineker was hired provisionally by the Town earlier this year to the position of Engineering Assistant; and

WHEREAS, Eric Mineker has successfully passed the Civil Service Commission Engineering Assistant Examination and is reachable for permanent employment, and the Town Board desires to make such an appointment; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, and correspondence dated November 23, 2011 from Brayton M. Connard, Director of Human Resources, Monroe County, together with an attachment thereto, be received and filed; and be it further

RESOLVED, that the Town Board hereby appoints Eric Mineker to the permanent part-time position of Engineering Assistant, subject to the other terms and conditions of his original probationary hiring, on a probationary basis, but that his time served as Engineering Assistant be counted toward the fulfillment of his 52-week probationary period.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 5, 2011

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

re: Proposed Permanent Appointment
Engineering Assistant Position (DPW)

Dear Chairperson Gaddis and Committee Members:

As you may recall, Mr. Eric Mineker was hired provisionally by the Town earlier this year. Recent notification has been received from the Monroe County Department of Human Resources/Civil Service Commission that Mr. Mineker has successfully passed the Engineering Assistant Exam and is reachable for permanent appointment. Based upon this information, it is requested that Mr. Mineker's appointment be made permanent, subject to the other terms and conditions at the time of his hiring. To date, Mr. Mineker's performance has been very solid, benefitting this department with his aptitude for progressive on the job learning, as well as a willingness to undertake his assignments with a very positive attitude. Therefore, I recommend that his time served to date count towards the fulfillment of his 52 week probationary period.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

attachment

cc: S. Zaso
M. Guyon
M. Hussar
G. Brandt



Department of Human Resources

Monroe County, New York

Maggie Brooks
County Executive

Brayton McK. Connard, SPHR
Director

November 23, 2011

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

Dear Supervisor Frankel:

On **November 23, 2011** an eligible list was established for the title of **Engineering Assistant, Exam Number OC-67554**. **Evert Garcia and Eric Mineker**, who hold provisional appointments in this title, passed the examination and are presently reachable.

Under Civil Service Rules, all temporary and provisional appointments must cease within two months from the date of this letter and permanent appointments must be made from the list.

Please feel free to contact your liaison, **Joanne Campione**, in the Monroe County Department of Human Resources if you have any questions.

Enclosed is a certification.

Sincerely,


Brayton McK. Connard
Director of Human Resources

BMC/kh
Enclosure

xc: Joanne Campione
Nicole Dobson
File

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 December, 2011.

PRESENT:

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

WHEREAS, Adam Secor was temporarily promoted to the position of skilled laborer in the Sewer Department, due to the medical leave of another employee; and

WHEREAS, the other employee has since retired and the Commissioner of Public Works recommends that Mr. Secor be promoted to the position of skilled laborer on a permanent basis with time served in the position on a temporary basis counting towards the fulfillment of his probationary period; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.E., Commissioner of Public Works, concerning a proposed promotion to the position of skilled laborer in the Sewer Department, be received and filed; and be it further

RESOLVED, that Adam Secor be promoted to the position of skilled laborer in the Sewer Department at the hourly rate of \$25.44 pursuant to the CSEA contract schedule and that his time served as skilled laborer on a temporary basis be counted towards the fulfillment of his 26 week probationary period, which has been successfully completed.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

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

December 5, 2011

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

re: Proposed Promotion
Skilled Laborer Position (Sewer Department)

Dear Chairperson Gaddis and Committee Members:

As you may recall, Mr. Adam Secor was promoted in a temporary capacity to skilled laborer during April this year due to one of our Sewer Department personnel being out on medical leave. This employee, Mr. William Spillane, subsequently retired in June of this year. Mr. Secor has made the transition to skilled laborer relatively seamlessly, undertaking assignments and managing projects satisfactorily in this capacity. It is requested that Mr. Secor be promoted to the position of skilled laborer at the hourly rate of \$25.44 (per the CSEA contract schedule). If this meets with your approval, I would also recommend that his time served to date count towards the fulfillment of the 26 week probationary period, which was completed in October of this year.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

cc: S. Zaso
S. Zimmer
T. Anderson
M. Hussar
G. Brandt

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 December, 2011.

PRESENT:

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

WHEREAS, Michael Gulnac was hired as a laborer in the Sewer Department earlier in 2011 on a temporary basis; and

WHEREAS, due to a retirement, the Commissioner of Public Works has recommended that Mr. Gulnac be appointed to that position on a permanent full-time basis with time served on a temporary basis counting towards his probationary period; it is therefore

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.E., Commissioner of Public Works, concerning the proposed hiring of a laborer in the Sewer Department, be received and filed; and be it further

RESOLVED, that the Town Board hereby hires Michael Gulnac to the permanent full-time position of laborer in the Sewer Department at the hourly rate of \$16.42 pursuant to the CSEA contract schedule, on a probationary basis with a 52 week probationary period, but with time served as temporary laborer in the Sewer Department counted towards fulfillment of that probationary period.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

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

December 5, 2011

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

re: Proposed Permanent Hiring
Laborer Position (Sewer Department)

Dear Chairperson Gaddis and Committee Members:

As you may recall, Mr. Michael Gulnac was hired in a temporary capacity earlier this year due to one of our Sewer Department personnel being out on medical leave. This employee, Mr. William Spillane, subsequently retired in June of this year. Mr. Gulnac has demonstrated an aptitude and proficiency for the duties of this position and has performed satisfactorily in this capacity. It is requested that Mr. Gulnac be now hired as a permanent, full time laborer in the Sewer Department (the position would now be available as Mr. Adam Secor is to be promoted to the position of skilled laborer, noted in another communication for your consideration) at the rate \$16.42 (per the CSEA contract schedule). The other terms of hiring and employment shall also be in accordance with the current CSEA contract as well. If this meets with your approval, I would also recommend that his time served to date counts towards the fulfillment of the 52 week probationary period.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

cc: S. Zaso
S. Zimmer
T. Anderson
M. Hussar
G. Brandt

EXHIBIT 29

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, and correspondence dated November 17, 2011 from Terrence J. Rice, P.E., Monroe County Director of Transportation, concerning the 2011-2012 Snow and Ice Control Agreement with the Monroe County Department of Transportation, together with Proposed Amendment #9 to the "Snow and Ice Agreement," attached thereto, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute and deliver Amendment #9 to the "Snow and Ice Agreement," by and between the County of Monroe and the Town of Brighton, under which the total estimated payment to the Town for snow and ice removal services on County highways during the 2011-2012 season would be \$316,257.48, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

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

December 5, 2011

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

re: Snow and Ice Control Agreement 2011/2012
with the Monroe County Department of Transportation (MCDOT)

Dear Chairperson Gaddis and Committee Members:

The Town of Brighton provides snow and ice control for Monroe County roads via an agreement with the Monroe County Department of Transportation. At this time I am requesting your support to renew said agreement with the MCDOT for the upcoming 2011/2012 season in the amount of \$316,257.48 (reflective of revised mileage rates for said season). Therefore, I recommend that the Finance and Administrative Services Committee approve the Supervisor to execute this document.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

TEK/wpd

attachment

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



Department of Transportation

Monroe County, New York

Maggie Brooks
County Executive

Terrence J. Rice, P.E.
Director

November 17, 2011

Tim Keef
Commissioner of Public Works
Town of Brighton
1941 Elmwood Avenue
Rochester, NY 14618

RE: 2011-2012 Snow and Ice Control Services

Dear Mr. Keef: *TJR*

Enclosed for your signature are three (3) documents relating to the 2011-2012 Snow and Ice Agreement between the County and the Towns and/or Villages. The documents contain the payment documentation for the upcoming year based on the adjusted lane mile payment rates and the updated lane mileage within your town. The documents are as follows:

1. Two (2) copies of Monroe County Amendatory Agreement for the 2011-2012 season which extends the Agreement for one year and outlines the payment for standard and special activities.
2. One (1) Town Lane Mileage Report Certification which documents the lane mileage of each road in the town which the town is responsible for snow and ice control.
3. One (1) completed 90% payment voucher.

Please sign each of the documents and return all the originals along with the authorizing Town Board resolution; and documentation of adequate insurance coverage as outlined in the Agreement to me at the address below.

Once the documents are received and complete, I will execute the Amendatory Agreement and return a fully executed copy to you. Payment for 90% of the Agreement value will be processed in January for payment, contingent on receipt of an updated Operational Plan. If you have any questions regarding the Amendatory Agreement, please contact Timothy Frelier at 753-7731.

Sincerely,

Terrence J. Rice, P.E.
Director of Transportation

cc: File
J. Rizzo, MC Law Dept.

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AMENDMENT #9 to the "Snow and Ice Agreement"

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

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated October, 2003 (the "Agreement"), whereby the Town agreed to provide the Snow Removal and Ice Control services for Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement, to provide lane mile rate adjustments; and

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

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

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

1. In accordance with Section I. of the Agreement, annual adjustments to the rates will be as outlined in Section V. the Payment section of the Agreement.
2. Section V. of the Agreement is deleted in its entirety and replaced with the following:

In consideration of the performance by the Town, the County agrees to pay for **Standard Activities** to the Town during the term of this Agreement \$3,694 per lane mile for 82.427 lane miles for a total "**Standard Activities Payment**" of \$304,485.34.

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 \$5,585.92

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

The estimated "**Special Activities Payment**" for snow fence and sweeping combined is \$11,772.14

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 \$316,257.48

3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF MONROE

TOWN OF BRIGHTON

By: _____
Terrence J. Rice
Director of Transportation

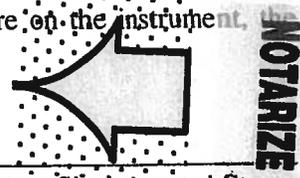
By: _____
Sandra L. Frankel
Supervisor
Federal Tax ID: 16-6002187



STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence J. Rice, Director of Transportation of Monroe County, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp



STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated November 30, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, concerning the renewal of a contract with Mayer Paint and Hardware, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to renew the agreement by and between the Town and Mayer Paint and Hardware for the purchase of various hardware items used by the Town, for a period of one year commencing January 1, 2012 through December 31, 2012, upon the terms and conditions currently in effect.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

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

November 30, 2011

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

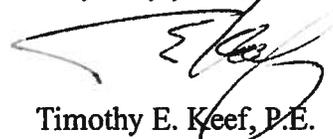
re: Renewal of Contract
Mayer Hardware

Dear Chairperson Gaddis and Committee Members:

As allowed for in our current agreement with Mayer Hardware, I recommend that the above agreement be renewed for one year in accordance with the terms and conditions of said agreement. The current contract, which provides for the provision of various hardware items used by the Town, would then be renewed through December 31, 2012.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,



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

TEK/wp

attachment

cc: T. Anderson
S. Zaso
A. Banker
K. Hall

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated November 5, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, and correspondence dated November 30, 2011 from Terrence J. Rice, P.E., Monroe County Director of Transportation, together with an attachment thereto, all concerning the proposed 2012 "All Seasons County/Town Work Agreement," by and between the Town and the Monroe County Department of Transportation, be received and filed; and be it further

RESOLVED, that the Supervisor is hereby authorizes to execute and deliver an amendment to the "All Seasons County/Town Work Agreement," by and between the Town of Brighton and the County of Monroe, which amendment will extend the agreement for one year through December 31, 2012, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

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

December 5, 2011

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

re: All Seasons Work Agreement 2012
with the Monroe County Department of Transportation (MCDOT)

Dear Chairperson Gaddis and Committee Members:

The Town of Brighton provides some services (i.e. mowing, dead animal collection, etc.) along Monroe County roads via an agreement with the Monroe County Department of Transportation. At this time I am requesting your support to renew said agreement with the MCDOT for the upcoming 2012 season in accordance with the following rates. If the Finance and Administrative Services Committee concurs, please approve the Supervisor to execute this document.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

TEK/wpd

attachment

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



Department of Transportation

Monroe County, New York

Maggie Brooks
County Executive

Terrence J. Rice, P.E.
Director

November 30, 2011

Tim Keef
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 2012 AMENDATORY AGREEMENT – ALL SEASONS COUNTY/TOWN WORK AGREEMENT

Dear Mr. Keef: *Tim*

Enclosed, please find three copies of the Amendatory Agreement for the *All Seasons County/Town Work Agreement* for 2012. The original Agreement was executed by your Town/Village Board and me in 2007 and the Agreement allows for the renewal "*upon mutual written consent of the parties for additional one-year terms, for a maximum agreement term of ten years.*"

Also, enclosed are new Appendices A & B for 2012. Appendix A reflects the new fringe rates for 2012. As recommended and agreed to, following the work of the Fringe Rate Task Group in 2002, the fringe rates have been annually increased by 3% with a maximum fringe rate value being either the actual town rate or Monroe County's fringe rate. This year the County's actual fringe rate is 10.5% higher than last year's fringe rate of 49.69%. However, as done in the past, we will increase the rate gradually over several years. Therefore, as discussed and agreed to at the September 2011 County/Town Work Committee meeting, we are increasing the fringe rate 3% from last years fringe rate cap of 52.19%. The fringe rate paid to your town/village will be the maximum agreed rate of 55.19%.

Please have your Town Supervisor/Village Mayor authorize and sign all three copies of the Amendatory Agreements. **Kindly return all three copies to Joyce Cordello, Sr. Permit Assistant, Monroe County Department of Transportation, 50 West Main Street, Suite 6100, Rochester, New York 14614.** Please include a Town/Village Board Resolution as applicable.

Once all the documents are received and we have verified that you have a valid insurance certificate on file, I will execute the Agreements and return a signed copy to you.

If you have any questions regarding this Agreement, please feel free to contact Tim Frelier at 753-7731 or me.

Sincerely,

Terrence J. Rice, P.E.
Director of Transportation

TJR:TF:bm

cc: T. Frelier
J. Cordello

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

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

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of December 26, 2006 (the "Agreement"), whereby the Town agreed to contract with the County for planned and unplanned work under the 'All Seasons County/Town Agreement' for services throughout Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2012 ; and update of the rates in Appendix 'A' and 'B'.

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

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

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

1. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2012 to December 31, 2012;
2. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2012 ;
3. All other terms and conditions of the Agreement shall remain in full force and effect.

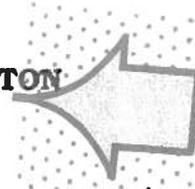
IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the last day and year written below.

COUNTY OF MONROE

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

TOWN OF BRIGHTON

By: _____
Sandra Frankel
Supervisor
Federal Tax ID: 16-602187



**SIGN
HERE**

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence J. Rice, Director of Transportation of Monroe County, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp

STATE OF NEW YORK }
COUNTY OF MONROE } SS.

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp

NOTARIZE

EXHIBIT 32

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 5, 2011 from Timothy E. Keef, P.C., Commissioner of Public Works, concerning the award of a contract to furnish and deliver new and unused loader tires, be received and filed, together with an attachment thereto; and be it further

RESOLVED, that the Town Board hereby rejects the bid submitted by the apparent lowest bidder, Main Tire, because it did not meet the bid specifications and instead awards the bid for the purchase of eight loader tires at a base bid amount of \$1,550 per tire, inclusive of trade-in of old tire casings, to Tallmadge Tires, the lowest responsible and responsive bidder.

Dated: December 14, 2011

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

DEPARTMENT OF PUBLIC WORKS

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

December 5, 2011

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

re: Award of Contract
Furnish and Deliver New and Unused Loader Tires

Dear Chairperson Gaddis and Committee Members:

I recommend that: the bid received from the apparent low bidder, Main Tire, of \$1,412.50 be rejected as it did not meet the tire specifications set forth; and that a bid be awarded for the above equipment to the low, responsive bidder, Tallmadge Tire, in the base bid amount of \$1,550.00 per tire (inclusive of trade in of old tire casings), for a total amount of \$12,400.00 (8 tires).

The bids were publicly advertized and publicly opened, all as required by law. A copy of the bid tabulation is attached for your reference. Funds were budgeted and are available in the D.HWY.5142 4.65 and A.HWY 8160 4.63 accounts for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 7, 2011 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

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

LOADER TIRE BID COMPARISONS

Bidder	Tire Man.	Size	Code	Star Rate	Rim	Width	Dia	Load (kg) 10 km/hr	Load (kg) 50 km/hr	Pres (kpa) 10 km/hr	Pres (kpa) 50 km/hr	Tread Depth	Price/Tire
Spec	Triangle	20.5R25	E3/L3	**	17.00/2.0	521	1493	11500	7300	650	525	29	
Main Tire	BOTO GCA-1	20.5R25	E3/L3	**	17.00/2.0	577	1561	11500	7300	575	450	26	\$1,412.50
Tellmadge	Aeolus A2236	20.5R25	E3/L3	**	17.00/2.0	522	1492	11500	7300	600	475	32	\$1,550.00
All Season	PrimeX	20.5R25	E3/L3		17.00/2.0	521	1493	10297		525		32	\$1,595.00
Lewis	Tiangle TB516	20.5R25	E3/L3	**	17.00/2.0	521	1493	11500	7300	650	525	29	\$1,645.00
Parmenter	BOTO GCA-1	20.5R25	E3/L3	**	17.00/2.0	577	1561	11500	7300	575	450	26	\$1,650.00

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of December, 2011.

PRESENT:

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

RESOLVED, that a memorandum dated December 6, 2011 from Suzanne Zaso, Director of Finance, concerning a 2011 budget transfer for the purchase of office furniture, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes a 2011 budget transfer for the Finance Department to transfer \$500 from account A.FINCE.1310.449 to account A.FINCE.1310.212 for the purchase of a bookshelf and file cabinet for the Finance Department.

Dated: December 14, 2011

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	_____



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

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *SZ*
Date: December 06, 2011
Subject: 2011 Budget Transfer – Office Furniture

I am requesting Town Board authorization to transfer funds within the Finance Department's 2011 budget to allow for the purchase of a bookshelf and a file cabinet for the Finance Office. If approved, the transfer I am recommending is as follows:

From account:
A.FINCE.1310 4.49 Other Contracted Services \$500

To account:
A.FINCE.1310 2.12 Office Furniture \$500

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

Copy to: S. Frankel, B. 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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 7, 2011 from Douglas S. Clapp, Director of Communications, concerning various 2011 budget transfers related to cable television operations, be received and filed; and be it further

RESOLVED, that the Town Board hereby approves the proposed 2011 budget transfers for cable television operations, as set forth in the above-referenced correspondence.

Dated: December 14, 2011

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

December 7, 2011

Honorable Finance Committee
Town of Brighton

Re: Cable TV Funds Transfer for end-of year adjustments

Dear Honorable Members:

I respectfully request authorization for the Supervisor to approve transfer of year-end surplus funds between from various A-CABLE 8060 accounts to A-CABLE 8060.2.14 Audio/Visual Equipment \$14,100 as follows:

From:

A.CABLE.8060.4.11 Maintenance Supplies \$350
A.CABLE.8060.4.13 Audio/Visual Supplies \$3,500
A.CABLE.8060.4.15 Computer Software/Supply \$2,245
A.CABLE.8060.4.44 Contract Personnel Service \$7905
A.CABLE.8060.4.22 Telephone Service Charge \$100

To:

A.CABLE.8060.2.14 Audio/Visual Equipment \$14,100

Thank you for your consideration.

Sincerely,

Douglas S. Clapp
Director of Communications

xc: Suzanne Zaso, Director of Finance

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 7, 2011 from Douglas S. Clapp, Director of Communications, concerning a contract with Electronic Field Productions, Inc. for cable television programming and production services during 2012, 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 Electronic Field Productions, Inc. for cable television programming and production services during 2012, at a cost not to exceed \$53,000, which agreement shall be in form and substance as may be approved by the Attorney for the Town.

Dated: December 14, 2011

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

December 7, 2011

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

Re: Contract with Electronic Field Productions, Inc. for Cable Television Programming and Production Services FY 2012

Dear Honorable Members:

I respectfully request authorization for the Supervisor to execute an agreement between the Town of Brighton and Electronic Field Productions, Inc. for Cable Television Programming Services for the period January 1, 2012 through December 31, 2012 for an amount not to exceed \$53,000.00.

Funds for this contract are included in the approved budget for 2012 in account A CABLE 8060.4.44 Contracted Professional Services.

A draft of the contract is attached.

Thank you for your consideration.

Sincerely,

Douglas S. Clapp
Director of Communications

xc: Suzanne Zaso, Director of Finance

AGREEMENT

THIS AGREEMENT, effective the 1st day of January 2012, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Electronic Field Production, Inc., a New York corporation, with offices located at 3495 Winton Place, Building D, Suite 3, Rochester, New York 14623, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the Town is desirous of obtaining the services of the Contractor to perform the scope of services per Request for Proposal #2010 12 09 and set forth in Section 1 hereof; and

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

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

1. The Contractor hereby agrees to provide professional services as required by the Town, including the following:

A. Live Cablecast of Brighton Town Board Meetings

Set-up and operation of video equipment for cablecast of Town Board meetings per the meeting schedule attached hereto, provide technicians including Director/technical director, Remote Camera Operator, Audio Engineer, provide DVD & Tape master and 2 or more copies, as required by the Director of Communications.

B. Location Video Production

Utilize the Town's equipment to record video and audio for the Town as needed.

C. Cable Television Operations

Contractor and/or its employees or contractors will perform the operation and general maintenance of the Brighton Cable Television facility located at the Brighton Town Hall, including but not be limited to the loading of video content to the Leightronix Ultra-Nexus 2+2 video server, preparation of graphics for community video bulletin boards on channels 12 and 15, the programming of UltraNexus computer for cablecasting per program schedule, preparation of the program schedule for channels 12 and 15, duplication of Town Board meeting DVD's.

D. Video Editing

Complete programs currently in production and other video editing as needed.

E. Other

Other professional services as requested by the Director of Communications.

F. Under this agreement, Contractor does not provide open or closed captioning.

2. The term of this agreement shall be from January 1, 2012 to December 31, 2012. This contract may be terminated by either party upon thirty days written notice.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due to the Contractor for approximately 40 hours per week at the rate of \$23.55 per hour payable monthly and in total over the course of the contract not to exceed forty-nine thousand dollars and no cents (\$53,000.00). 43

4. Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Town Supervisor, or by his/her designee, audited by the Director of Finance of the Town, and approved for payment by the Town Board.

5. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

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

7. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted there for.

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

9. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out, nor claim to be officers or employees of the Town, nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

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

11. Indemnification Town of Brighton shall be the Producer of Record for all work performed by Electronic Field Productions, Inc. (EFP) under this contract.

The Town of Brighton, as Producer of Record, shall, through the Director of Communications or other authorized representative, provide in a timely manner information or materials necessary for EFP to complete its work. The Town, as Producer of Record, shall be responsible for obtaining all reasonably necessary consents, waivers or releases from all persons or entities that have rendered services to the Town of Brighton in connection with the Work. The Town, through the Director of Communications or other authorized representative, may delegate the responsibility for obtaining such consents, waivers or releases to personnel employed by or hired

on a free-lance basis by Electronic Field Productions, Inc. (EFP) when the Director of Communications or other authorized representative of the Town is not present at the time of production.

Each party to this agreement shall indemnify and hold the other party and their respective shareholders, directors, officers, employees and agents harmless from and against any and all third party claims, demands, damages, losses, actions, causes of action, liabilities, costs and expenses, including reasonable attorneys' fees caused by or resulting from the negligent act or omission of the indemnifying party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of December, 2011.

By:

Sandra L. Frankel, Supervisor
Town of Brighton

Steven DelMonte, President
Electronic Field Productions, Inc.

EXHIBIT 36

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 December, 2011.

PRESENT:

SANDRA L. FRANKEL,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby appoints Sandra L. Frankel and Susan Kramarsky as Marriage Officers of Town of Brighton pursuant to Section 11-C of the Domestic Relations Law of the State of New York, subject to the provisions thereof, for a term commencing January 1, 2012 and expiring December 31, 2013.

Dated: December 14, 2011

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 _____

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 14, 2011 from William W. Moehle, Attorney for the Town, concerning a Town Moratorium relating to Hydraulic Fracturing be received and filed, together with the text of a proposed 2011 Moratorium on Approvals for Horizontal and Directional Gas Drilling, Hydraulic Fracturing and Related Uses and Activities Local Law; and be it further

RESOLVED, that the Town Board hereby sets a public hearing to be held at 7:30 p.m. on December 28, 2011 to consider the proposed 2011 Moratorium on Approvals for Horizontal and Directional Gas Drilling, Hydraulic Fracturing and Related Uses and Activities Local Law, at which time all persons having an interest therein shall have an opportunity to be heard in the matter; and be it further

RESOLVED, that the Town Clerk is hereby directed to publish and post a legal notice of such public hearing as required by law.

Dated: December 14, 2011

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	_____

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT, pursuant to Article 3 of the Municipal Home Rule Law of the State of New York and a resolution of the Town Board of the Town of Brighton adopted December 14, 2011, the Town Board will hold a public hearing at the Brighton Town Hall, 2300 Elmwood Avenue in said Town on the 28th day of December, 2011, at a meeting commencing at 7:30 p.m., to hear all parties and citizens for and against the adoption of the proposed Local Law of 2011 for the Town of Brighton entitled AHydraulic Fracturing and Related Activities Moratorium Local Law@, the text of which is on file in the Town Clerk=s Office where it may be examined during business hours and a summary of which proposed Law is as follows:

The proposed Local Law will establish a moratorium prohibiting any action from being taken to approve wells using hydraulic fracturing or directional drilling for gas or any related activities, such as the storage of waste water or fluids relating to hydraulic fracturing, including but not limited to the issuance of permits, variances, site plan or subdivision approvals, for a period of one year, within the Town of Brighton.

Susan Kramarsky, Town Clerk

Dated December 14, 2011

**LOCAL LAW of 2011
TOWN OF BRIGHTON
"HYDRAULIC FRACTURING AND RELATED ACTIVITIES
MORATORIUM LOCAL LAW"**

Section 1. Title

This Local Law shall be known as the "Hydraulic Fracturing and Related Activities Moratorium Local Law" of the Town of Brighton.

Section 2. Purpose

While hydraulic fracturing and directional gas drilling are not currently permitted uses in any zoning district in the Town of Brighton, the Town Board desires to take further steps to ensure that neither hydraulic fracturing, directional gas drilling nor any ancillary or related uses or activities take place within the Town, pending review, drafting and adoption of Town Code provisions relevant to such activities. Serious health and environmental impacts caused by these uses could threaten the health of the residents in the Town, could require the use of massive amounts of water, or the transportation of massive amounts of water causing impact to Town highways and could cause other aesthetic, environmental and public health impacts, resulting in the degradation of the quality of life in the Town of Brighton and the Town's infrastructure. It is the purpose of this local law to enable the Town to have sufficient time to consider, draft and enact a local law or laws relating to hydraulic fracturing, directional gas drilling and related or ancillary uses to avoid such negative impact within the Town of Brighton.

Section 3. Moratorium

The Town Board hereby enacts a Moratorium which shall prohibit the review of any application, the grant of any approval or permit, the issuance of any use or area variance, the grant of any preliminary or final site plan or subdivision approval, and/or the issuance of any other Town approval or permit relating to any wells involving the practices involving of directional gas drilling or hydraulic fracturing, or any use, business or project involving the storage or vehicular transport of water to be used for hydraulic fracturing or any hydraulic fracturing fluids or waste materials on, over, or about any real property within the Town.

Section 4. Supersession of Provisions of State Law

This Local Law is enacted pursuant to Section 10 of the Municipal Home Rule Law, and under section 22 of such Law, is intended to supersede Sections 261-a, 264, 267, 267-a, 267-b, 273, 274-a,

274-b, 276, 277, 278, 279, 280 and 280-a, as well as all inconsistent provisions of the Town of Brighton Code or Town ordinances.

Section 5. Term of Moratorium

This Local Law and the Moratorium established hereunder, shall expire one year from its effective date.

Section 6. Effective Date

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

Section 7. Severability

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

EXHIBIT 38

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 December, 2011.

PRESENT:

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

RESOLVED, that correspondence dated December 12, 2011 from Town Board Member James R. Vogel, concerning an appointment, be received and filed; and be it further

RESOLVED, that the Town Board hereby appoints Sandra L. Frankel to the unpaid position of Inter-Municipal Cooperation Official, the functions of which shall include but not be limited to liaison to risk management operations, for the period January 1, 2012 through May 1, 2013, to enable her to continue to serve as a member of the Board of Governors of the New York State Municipal Insurance Reciprocal (NYMIR) for the balance of her current term on the Board of Governors.

Dated: December 14, 2011

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

James R. Vogel
Councilmember

December 12, 2011

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

Honorable Members,

As you know, Sandy Frankel is a member of the Board of Governors of the New York Municipal Insurance Reciprocal (NYMIR.) She has served NYMIR and the Town of Brighton's risk management interests well through her service as a member of the NYMIR board and she is a Past President of the NYMIR Board of Governors. Her current term expires on May 1, 2013.

Only formal representatives of a subscribing municipality can serve on the NYMIR Board of Governors, e.g. an elected or appointed official. Members of the NYMIR Board of Governors are elected by the more than 640 subscribing municipalities of NYMIR at its annual meetings

As Sandy will no longer be Supervisor of the Town of Brighton after December 31, 2011, she would no longer be eligible to serve on that board and although her term does not expire until May 1, 2013, she would be forced to resign, and the Town of Brighton would lose its voice on the NYMIR board, unless she is appointed to a position that would allow her to continue to serve.

By serving on the NYMIR board, Sandy has been a very useful direct liaison with NYMIR and I believe it is in the best interest of the Town of Brighton and our community for Sandy to retain her seat and continue to represent the Town on the NYMIR board.

In order for Sandy to retain her seat on the NYMIR Board of Governors, the Town Board will need to appoint her as a Town official. I recommend that the Board appoint Sandra L. Frankel to the position of Inter-Municipal Cooperation Official effective January 1, 2012 through May 1, 2013.

Sincerely,

James R. Vogel 
Councilmember

2300 Elmwood Avenue, Rochester, NY 14618
585-784-5257 Fax: 585-784-5373
james.vogel@townofbrighton.org



POSITION TITLE:

Inter-Municipal Cooperation Official

POSITION DESCRIPTION:

The Inter-Municipal Cooperation Official shall be appointed by the Town Board and serves at the pleasure of the Town Board of the Town of Brighton.

The appointed individual shall be responsible for directly advising the Supervisor and Town Board and making recommendations on initiatives that will result in smart growth practices and the shared delivery of certain public services in an effort to provide more cost-effective programs and services with greater efficiency while retaining quality and promoting competitiveness for economic development and quality of life. Such initiatives will focus on the partnering of local governments to provide public services, implemented through attrition, long-term planning, and the careful and thorough evaluation by all concerned. Areas of concentration shall include, but shall not be limited to, **county, town, village and school district** collaboration, such as partnerships for the provision of insurance services and programs.