

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

**Meeting Date: Tuesday, March 6, 2012 (3:30 pm)
Location: Stage Conference Room, Brighton Town Hall**

1. Cash Donation (Police Dept.) – Request from Chief Mark Henderson for Town Board action to accept a donation in the amount of \$50 from Mr. Roy T. Bruno to the Brighton Police Department (see letter from M. Henderson).
2. Appropriation of Forfeited Property Funds (Police Dept.) – Request from Chief Mark Henderson for Town Board action to authorize the appropriation of \$16,597.44 to expense account A.POLCE.3125 2.17 (law enforcement equipment) to be fully supported by a transfer from seized property funds (A 889.JSTCE). This appropriation will be used to purchase fifteen Taser electronic control devices with holsters and thirty cartridges. The US Attorney's Office has concurred with the use of these funds for this purpose (see letter from M. Henderson).
3. Amendment to Mowing and Landscaping Services Contract (Parks/Highway) – Request from Tim Keef for Town Board action to amend the 2012 contract with Rochester Plow Inc. to include services in the Monroe Avenue Corridor between Westfall Road and Clover Street. Any costs associated with this amendment would be reimbursed by the property owner at 2875 Monroe Avenue per the agreement with the Town and 2875 Monroe Avenue, LLC (see letter from T. Keef).
4. Bid Award for New Backhoe Loader and Declare Existing Backhoe Loader Surplus (Highway) – Request from Tim Keef for Town Board award of a bid to Milton Cat for a backhoe loader in the amount of \$84,214 less trade-in of existing Town loader in the amount of \$77,489 for a net cost of \$6,725. Town Board action is also requested to declare 2011 backhoe loader (s/n DAN00712) as surplus. Funds are available in the 2012 budget for this purchase (see letter from T. Keef).
5. Bid Award for Pick-Up Truck (Sewer) – Request from Tim Keef for Town Board award of a bid to Toyota of Batavia for a new 2012 pick-up truck for the Sewer Department in the amount of \$28,477. Funds are available in the 2012 budget for this purchase (see letter from T. Keef).
6. Authorize a Contribution to the Sewer Equipment Capital Reserve (Finance Dept.) – Request from Suzanne Zaso for Town Board action to authorize a contribution in the amount of \$60,000 from the Sewer Fund unreserved fund balance (SS 909) to the Sewer Equipment Capital Reserve (SS 878.EQSWR). This will provide for the balance of a contribution to the reserve as planned in the CIP for the 2011 replacement of a ten-wheel dump truck (see letter from S. Zaso).

7. Contract with PERMA for Administration of Worker's Compensation Tail Claims (Finance/HR Depts.) – Request from Suzanne Zaso for Town Board action to authorize the Supervisor to execute a no cost contract with PERMA for the administration and management of the Town's pre-2010 worker's compensation claims (tail claims) (see memo from S. Zaso).
8. Budget Amendment for Ongoing Capital Projects (Finance Dept.) – Request from Suzanne Zaso for Town Board Authorization to amend the 2012 Capital Budgets and to re-appropriate the unexpended balances of appropriations provide for in the ongoing capital projects (see letter and budget appropriation listing from S. Zaso).
9. Bank Contracts for Third Party Custodial Agreements and Account Agreement (Finance) – Request from Suzanne Zaso for Town Board authorization of the Supervisor to execute agreements with Canandaigua National Bank and M&T Bank for third party custodials to secure uninsured deposits. Authorization is also requested of the Supervisor to execute an agreement with Canandaigua National Bank governing rules and regulations of deposits (see letter from S. Zaso).
10. Professional Services Contract with Harris Beach PLLC for Bond Counsel Services (Finance Dept.) – Request from Suzanne Zaso for Town Board action to authorize the Supervisor to execute an agreement with Harris Beach, PLLC to provide legal bond counsel services to the Town (see memo from S. Zaso).

Next Regularly Scheduled Meeting: **Tuesday March 20, 2012, at 3:30 pm**, to be Held in the Stage Conference room of the Brighton Town Hall. All members of the public are invited to attend FASC meeting.



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

February 13, 2012

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

Dear Board Members:

Recently, the Police Department received a donation of \$50.00 from Mr. Roy T. Bruno.

I request that the Town Board authorize the acceptance of this gift, and that the donation be recorded as revenue to the 2012 Police Department Operating Budget under A.POLCE.3120.2705 Gifts and Donations. I have attached a copy of my letter to Mr. Bruno expressing the department's gratitude for this generous donation.

Sincerely,

Mark T. Henderson
Chief of Police

attachment



Town of Brighton

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



16.

Mark T. Henderson
Chief of Police

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

February 13, 2012

Mr. Roy T. Bruno
701 Bayshore Drive #101
Ft. Lauderdale, FL 33304

Dear Mr. Bruno:

I am writing to express my sincere appreciation for your thoughtful and generous donation to the Brighton Police Department.

While it is not necessary to make direct donations to the department for services provided, your thoughtfulness and consideration help instill a strong community-oriented attitude in our officers. In keeping with the spirit of your donation, I have directed that the \$50.00 donation be placed in the budget line which supports community service functions.

On behalf of the entire Brighton Police Department, I wish to thank you for your thoughtfulness and generosity.

Sincerely,

Mark T. Henderson
Chief of Police

Thank you for your
Continued support of
the Brighton Police Dept!



Mark T. Henderson
Chief of Police

Town of Brighton

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



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

February 21, 2012

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

Dear Board Members:

I hereby request that an amendment be approved to the 2012 Police Department operating budget to provide for sufficient appropriations for the purchase Taser electronic control devices and associated equipment.

The proposed purchase includes the purchase of fifteen (15) Taser electronic control devices with extended warranties, fifteen (15) holsters and thirty (30) twenty-five foot cartridges.

I propose that the "Proceeds of Forfeited Property" be used to fund this request. I request that appropriations in account A.POLCE.3125 2.17 be increased by \$16,597.44. The total expenditure of \$16,597.44 will be fully supported with the use of Forfeited Property account A.899.JSTCE. I have consulted with the United States Attorney's Office and they concur that the use of seized forfeiture asset funds for this purpose is appropriate.

Respectfully,

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

Mark T. Henderson
Chief of Police



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

3a.

March 2, 2012

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

re: Proposed Change Order to the
Mowing and Landscape Services Contract with Rochester Plow, Inc.

Dear Chairman Werner and Committee Members:

The above contract was renewed at the November 30, 2011 Town Board meeting. And, as you may be aware, the agreement between the Town and 2875 Monroe Avenue, LLC (the Daniele Family car wash) calls for certain maintenance measures along Monroe Avenue, I request that a change order to the above contract be approved per the attached prices from Rochester Plow, Inc.. This is being proposed per said agreement in the event that the Daniele's wish to use the Town's prices for this work versus their own contractors. Since the Daniele's are responsible for these costs, they would provide the necessary reimbursement of funds to the Town for this work in accordance with the agreement.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 6, 2012 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

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

3b.

ROCHESTER PLOW INC.

P.O. BOX 232
HONEOYE FALLS, NEW YORK 14472 (585) 624-1119

Town Of Brighton
Jerry LaVigne
220 Idlewood Road
Rochester, New York 14618

Dear Jerry,

Below please find pricing for the areas we discussed along the Monroe Avenue Corridor from Westfall to Clover.

Item 1

Clear brick areas, areas under expressway overpass on either side of Monroe Avenue. Clear island in center of Monroe Avenue from Westfall to Friendly's. All work shall occur on a monthly basis. This work includes a 1 time clean up of these areas. No herbicides shall be used.

\$108.00 per visit

One time clean up if monthly plan is not implemented. \$425.00

Item 2

Mowing and trim from edge of road back as indicated below from northbound expressway entrance/ exit to fence by Arby's Restaurant on either side of Monroe Avenue.

20 feet from edge of road	\$80.00 per visit
30 feet from edge of road	\$95.00 per visit
40 feet from edge of road	\$105.00 per visit

Please review the above material and contact me with any questions at any time and thank you again for considering Rochester Plow.

Sincerely,

Ryan Stoner
President



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

4a.

March 5, 2012

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

re: Award of Contract
Furnish and Deliver One Four-wheel-drive Backhoe Loader

Dear Chairman Werner and Committee Members:

I recommend that a bid be awarded for the above equipment to the low, responsive bidder, Milton Cat, in the base bid amount of \$84,214.00 and in the alternate A amount of \$77,489.00 (deduct for the trade in of an existing backhoe loader), for a total net amount of \$6,725.00. Furthermore, I also request that the backhoe loader for trade in be declared surplus at this time.

The bids were publicly advertized and publicly opened, all as required by law. A copy of the advertisement and of the bid tabulation are all attached. Funds and are available in the D.HWY.5130 2.23 account for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 6, 2012 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
S. Zaso
A. Banker
M. Hussar

4c.

STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

Leslie Smith being duly sworn, deposeth and saith that she
Is the bookkeeper for
BRIGHTON-PITTSFORD POST
A weekly newspaper
Published in the Town of Pittsford, County and State
A foresaid and that a notice of which the
Annexed is a printed copy, was published in the said
Paper at once in each week
commencing on the

16TH OF DAY OF FEBRUARY 2012
ENDING ON
16TH OF DAY OF FEBRUARY 2012

Leslie Smith

man of the Publisher subscribed and Sworn to before me on this
17TH DAY OF FEBRUARY 2012

Barbara S. Connelly
Notary Public, State of NY

BARBARA S. CONNELLY
Notary Public In The State Of New York
Monroe County
Commission Expires Jan 31, 2014

LEGAL NOTICE
ADVERTISEMENT FOR BIDS
The Town of Brighton, Monroe County, New York will receive sealed bids for:
Furnish and Deliver
One (1) Four-wheel-drive Backhoe Loader, new and unused, completely as specified
Sealed Bids will be received and bids publicly opened and read at the following place and time:
Place: Town of Brighton
Dept. of Public Works
2300 Elmwood Avenue
Rochester, New York 14618
Date: Friday March 2, 2012
Time: 9:15 A.M. Local Time
The work consists principally of the purchasing and delivery of one (1) new unused, four-wheel-drive backhoe loader. The foregoing is a general outline of work only; and shall be construed as a complete description of the work to be performed under the contract. Specifications are available for inspection at above location and may be obtained there.
Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee (bond or certified check) for an amount not less than five percent (5%) of the amount bid in accordance with the INSTRUCTIONS TO BIDDERS.
The Town of Brighton is exempt under New York State Tax law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the bid.
All prices bid shall be good for a period of sixty (60) days after opening. The Town of Brighton reserves the right to consider bids for sixty (60) days after their receipt before awarding any contract. The Town of Brighton further reserves the right to reject any and all bids, and to accept any Proposal or individual item or items, which it may deem to be the most favorable to its best interests. A non-collusive bidding certificate shall be included with each bid.
Dated: February 16, 2012
Town of Brighton
Timothy E. Keel, PE
Commissioner of Public Works
(585)784-5223
Ft 18
02530698

Legal 02530698



Sa.

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

March 2, 2012

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

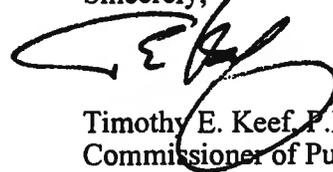
re: Award of Contract
Furnish and Deliver One Pick Up Truck (Sewer Department)

Dear Chairman Werner and Committee Members:

I recommend that the above equipment, a new and unused 2012 pick up truck be purchased from Toyota of Batavia in the base bid amount of \$28,477.00. The bids were publicly advertized and publicly opened, all as required by law. A copy of the advertisement and of the bid tabulation are all attached. Funds are available in the SS.Sewer 8120 2.22 account for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 6, 2012 meeting in the event that you have any questions regarding this matter.

Sincerely,



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

TEK/wpd

attachments

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

FASC.SEWR.PICKUP.TRUCK.MAR.2012.01

5c.

STATE OF NEW YORK
Monroe County

STATE OF NEW YORK
Monroe County

**LEGAL NOTICE
ADVERTISEMENT FOR BIDS**

The Town of Brighton, Monroe County, New York will receive sealed bids for:
Furnish and Deliver (1) Compact 4x4 Pick Up Truck, 2012 model, new and unused, completely as specified

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

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

Date: Tuesday February 21, 2012
Time: 10:00 A.M. Local Time

The work consists principally of the furnishing and delivery of one (1) new and unused, compact pick up truck, 4 wheel drive; 2012 model. The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under the contract. Specifications are available for inspection at the above location and may be obtained there.

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

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

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

A noncompetitive bidding certificate shall be included with each bid.

Dated: February 2, 2012
Town of Brighton
Timothy E. Keel, P.E.
Commissioner of Public Works
(585)784-6223
Fa 02
02530451

I do hereby swear, depose and saith that she the bookkeeper for ON-PITTSFORD POST weekly newspaper own of Pittsford, County and State and that a notice of which the printed copy, was published in the said paper at once in each week commencing on the

15th DAY OF FEBRUARY 2012
ENDING ON
15th DAY OF FEBRUARY 2012

Laurel Jones
subscribed and Sworn to before me on this
15th DAY OF FEBRUARY 2012

Barbara S. Connelly
Notary Public, State of NY

BARBARA S. CONNELLY
Notary Public In The State Of New York
Monroe County
Commission Expires Jan 21, 2014

Legal 02530451

6.



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
Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance MS
Date: February 17, 2012
Subject: Contribution to the Sewer Equipment Reserve Fund

I recommend that Your Honorable Body authorize a fund equity transfer to contribute \$60,000 to the Sewer Equipment Capital Reserve (SS 878.EQSWR) established by the Town Board for the purpose of funding sewer equipment purchases. The town's adopted capital improvement plan (CIP) earmarked these funds to be placed in the reserve for the replacement purchase of a ten-wheel dump truck. The CIP systematically plans for the addition to the reserve for the replacement of needed vehicles and equipment.

This contribution was budgeted in the 2011 budget, however the funds fell to unreserved fund balance at year-end close. This contribution of \$60,000 will bring the Sewer Equipment Capital Reserve account balance to \$217,416.

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

Copy to: W. Moehle, T. Keef, and K. Gordon

7a



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 *My*
Date: March 5, 2012
Subject: No cost Agreement with Public Employer Risk Management Association (PERMA) for Administration and Management of the Worker's Compensation Tail Claim Services

I request that Your Honorable Body authorize the Supervisor to execute a no cost agreement with Public Employer Risk Management Association (PERMA) for third party administration and management of the worker's compensation tail claims for the Town of Brighton.

This contract is at no cost to the Town and covers the worker's compensation claims for the periods when the Town was self-insured and then a member of the Upstate New York Municipal Worker's Compensation Consortium. PERMA will have the authority under this contract to settle claims up to a limit of \$5,000 as specified in the contract.

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

Copy to: W. Moehle, G. Brandt, K. Gordon

**PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION
PROGRAM AGREEMENT FOR
THIRD PARTY ADMINISTRATION SERVICES**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the Town of Brighton, hereinafter referred to as the "Town" or the "member", in relation to administrative and risk management services to be provided by PERMA in connection with the member's obligation to secure and provide workers' compensation for and to its employees.

WITNESSETH:

WHEREAS, the Town desires to become a member of PERMA;

WHEREAS, PERMA provides claims administration and risk management services for local governments and other public employers and instrumentalities of the State of New York in connection with their obligations under the Workers' Compensation Law to secure workers' compensation for their employees;

WHEREAS, the Town wishes to obtain such services from PERMA and PERMA wishes to provide them to the Town; and

WHEREAS, the Town will retain and PERMA will not assume any liability for such compensation.

The conditions of membership agreed upon by and between the parties are as follows:

- (1) **Term.** This agreement shall be effective on **January 1, 2012** and shall continue in force from said date until **January 1, 2013** at 12:01 a.m.

7c.

(2) **Services.** During the term of this Agreement, PERMA shall provide the member with third-party administration services at the expense of member at the prices set forth in the proposal annexed hereto as Appendix A with respect to all open workers' compensation claims pending against the member as of the effective date of this agreement, to the extent such claims are not already covered by PERMA pursuant to a separate Workers' Compensation Program Agreement entered into between PERMA and member effective 1/1/2010. PERMA may at its discretion and expense elect to subcontract any or all of these services to a subcontractor, including but not limited to Northeast Association Management, Inc. ("NEAMI").

Upon receipt by PERMA of notice of claimed injury occurring prior to 1/1/2010, PERMA, through its designee, shall cause all required forms to be prepared and filed; provide a defense, if required; contact the injured employee or employees, as appropriate; and attend compensation hearings. PERMA or its designee will retain and supervise legal counsel on behalf of and at the expense of the member necessary for the prosecution or defense of any litigation. PERMA's choice of counsel for this purpose is subject to the prior approval of Member, which approval shall not unreasonably be withheld. PERMA has authority to settle any subject claim for not more than ^{Five} ~~Ten~~ Thousand Dollars ^{# 5,000.00} ~~(\$10,000.00)~~ without prior approval by member and at member's expense. Except as so stated, PERMA or its designee may settle and/or pay any subject claim at member's expense only upon the prior approval of member, which approval shall not unreasonably be withheld. The member shall cooperate fully by supplying any information needed or helpful to defend such action and any other information PERMA may request in order for PERMA to perform this agreement.

7d.

(3) In entering this agreement, the member does not assign or delegate its liability, if any, under the Workers' Compensation Law to provide compensation to its employees or any of them, but retains all such liability, and PERMA neither accepts nor assumes any such liability, in whole or in part. All losses, loss charges and administrative expenses shall be the sole responsibility of the member.

(4) **Statement of Policy.** As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose

The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of:

1. Loss prevention and safety programs to minimize or eliminate risk of employee injury.
2. **Reserved for future use.**

(b) Loss Prevention

The policy of the member shall be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards.

"Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety officer

Te.

who shall be designated by and responsible to the Chief Executive Officer of the member.”

(c) Reporting of Injuries

All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

- (5) Reserved for Future Use.**
- (6) Reserved for Future Use.**
- (7) Fees.**

(a) Retainer. Within three months after the effective day PERMA shall calculate and invoice a retainer amount equivalent to 30 days of estimated average loss charges. Within 30 days after the issue date of said invoice, member shall submit the retainer amount to PERMA. PERMA may draw upon the retainer amount to cover loss charges as they are incurred. PERMA shall submit to member a monthly invoice that (i) lists the actual charges for loss payments, and (ii) deducts said charges from the retainer amount; and (iii) states the amount required to replenish the retainer amount.

Notwithstanding any other provision of this agreement, and in addition to any other legal remedies, PERMA may increase the replenishment amount of the retainer to not more than 90 days of the estimated loss charges at its sole discretion in the event of late payment by member. Upon termination of this agreement, the unused portion of this retainer will be refunded to the member.

(b) Payment. The member shall pay each and every invoice no later than thirty (30) days after the issue date of the invoice.

- (8) Reserved for Future Use.**

74

(9) **Reserved for Future Use.**

(10) **Bylaws, Rules and Regulations of PERMA.** The member agrees to continue to abide by and is bound by the rules, regulations and bylaws previously supplied to the Town which are adopted by the Board of Directors or members of PERMA. Notice of changes to Bylaws, Rules and Regulations of PERMA shall be mailed by PERMA to the Town of Brighton, 2300 Elmwood Avenue, Rochester, NY 14618.

(11) **Notice to the Parties.** Notice by either party, as the case may be, shall be effected by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12210, and to the member at its address, **2300 Elmwood Avenue, Rochester, NY 14618.**

(12) Notwithstanding any other provision of this Agreement, the Member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the Member by the New York State Workers' Compensation Law.

(13) **Indemnification.** Member shall defend, indemnify and hold harmless PERMA and its subcontractors, and each of their officers, directors, employees, agents, successors and assigns (collectively, the "PERMA indemnitees") from and against any and all claims, liabilities, damages and expenses of any kind, including reasonable attorneys' fees and disbursements, arising out of or relating to acts or omissions actually or allegedly committed or omitted on or before the effective date of this agreement by member or any of any of its officers, directors, employees, agents or third party administrators with respect to the administration of workers' compensation claims. Member's obligations under this section shall survive termination of this agreement.

7g.

(14) **File Transfer.** As needed, the member will assist PERMA to facilitate the transfer of complete electronic records. Any and all expenses incurred will be the responsibility of the member and will be invoiced by PERMA within three months of the inception date of this agreement. The data shall be transferred in a format previously approved by PERMA, and shall include for each claim: claimant identifying information (name, social security number, address, occupation, department), claim type (medial or indemnity), a description of the claim and the injuries sustained, complete payment records for each payment made, reserves set and complete file notes. A separate file or report listing total record counts for claims, payment and notes shall also be provided. Comprehensive documentation shall be provided, describing each data field, format, contents, and use within the current recording system. As needed, the member will assist PERMA to facilitate the transfer of the complete paper records of all open claims to arrive at the PERMA office within one week of the Effective Date of this agreement. Any and all expenses incurred will be the responsibility of the member and will be invoiced by PERMA within three months of the inception date of this agreement. Each box of records shall be clearly marked and shall enclose a complete inventory of its contents.

(15) **Amendment of Agreement.** This agreement may not be modified or amended except in writing signed by both parties.

(16) **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of the agreement, which shall be in full force and effect and enforceable in accordance with its terms.

7h.

(17) **Entire Agreement; Waiver.** This agreement constitutes the entire agreement existing between the parties with respect to its subject matter, and supersedes all prior understandings regarding its subject matter. No waiver or discharge of any breach of this agreement shall be effective unless it is in writing signed by the party granting such waiver or discharge. Any waiver of any breach of any provision of this agreement shall not be deemed a waiver of any subsequent breach of any provision of this agreement.

(18) **Execution in Counterparts.** This agreement may be executed in duplicate counterparts, one for each party, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By: _____

Title: _____

ATTEST:

By: _____

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

By: _____

Stephen Altieri, Chairman, PERMA Board of Directors

By: _____

John Nielsen, President

7i

APPENDIX A

Third Party Administration Services

Pricing Indication

Date: 1/1/2012

Quote Number: 0001304 TPA

Quotation For:

Broker of Record:

Town of Brighton 2300 Elmwood Avenue Rochester, NY 14618	Paris Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604
---	---

We are pleased to offer the following quotation to continue administration of the open tail claims for the Town of Brighton:

Tail Claims Fees

Indemnity	\$0 per claim for life of contract
Medical	\$0 per claim for life of contract

7j.

Terms and Conditions

- **Tail claims are defined as existing open claim files of the Town of Brighton occurring prior to membership with PERMA, which began on 1/1/2010.**
- **The Town may elect to hire another third party administrator to handle these claims at any time with 60 days written notice to PERMA. Any fees charged will be prorated accordingly.**
- **PERMA is not assuming any of the outstanding liabilities for these claims under this contract.**
- **Claims Deposit: The Town continues to be responsible to PERMA to reimburse us for all medical, indemnity, and other related expenses for all of the listed tail claims administered by PERMA. A deposit is required and drawn down for claims payments. The Town will need to replenish their deposit monthly. The amount required for this fund will be equal to approximately one month's average claims payments and will be reviewed and adjusted annually.**
- **Workers' Compensation Board Assessments relating to any of the Town's open tail claims remain the responsibility of the Town. PERMA will provide the required data for the Town to report to the Workers' Compensation Board for calculation of their Assessments, if any.**

(86.)

TOWN OF BRIGHTON			
2012 CAPITAL BUDGET			
Appropriation/Re-Appropriation of Prior-Year "Open" and "New" Capital Projects			
<u>Capital Project Description</u>	<u>Budget Code</u>	<u>Debit</u>	<u>Credit</u>
<u>Highland Park / Canalway Trail Project (PARKS/TPTRL)</u>			
Highland Park / Canalway Trail - Intergovernmental Fees (City of Rochester)	H.PARKS.TPTRL 2389	\$16,648.32	
Highland Park / Canalway Trail - Federal Aid	H.PARKS.TPTRL 4585	\$127,638.02	
Highland Park / Canalway Trail - Engineering Fees	H.PARKS.TPTRL.4.52		\$27,323.00
Highland Park / Canalway Trail - Engineering Fees (approp. Interest)	H.PARKS.TPTRL.4.52		\$35.69
<u>Town Hall/Library Connection:</u>			
Town Hall/Library Connection-Architectural Fees	H.BLDGS.CONCT.455		\$2,000.00
<u>Corwin Road Bridge Maintenance</u>			
Corwin Road Bridge - Federal Aid	H.BRIDG.CORWN 4580	\$243,177.00	
Corwin Road Bridge - Transfer from Highway Fund	H.BRIDG.CORWN 5015	\$49,659.00	
Corwin Road Bridge - Construction Costs	H.BRIDG.CORWN 2.67		\$218,290.00
Corwin Road Bridge - Engineering Fees	H.BRIDG.CORWN 4.52		\$30,064.00
<u>Park Planning and Investigation Project:</u>			
Park Planning/Investigation - Planning/Consulting Services	H.PARKS.PLAN.449		\$81,068.45
Park Planning/Investigation - Planning/Consulting Services (approp. Int.)	H.PARKS.PLAN.449		\$431.39
Park Planning/Investigation - Printing/Copy Charges	H.PARKS.PLAN.483		\$250.00
Park Planning/Investigation - Legal Notice Charges	H.PARKS.PLAN.486		\$250.00
<u>Open Space Acquisition/Development Project:</u>			
Open Space Plan - Land Acquisition Costs	H.PARKS.PRK03.261		\$22.96
Open Space Plan - Site Development Costs	H.PARKS.PRK03.266		\$330,565.05
Open Space Plan - Engineering Charges	H.PARKS.PRK03.452		\$40,699.20
BAN-Related Legal Notice Costs	H.PARKS.PRK03.486		\$401.85
<u>Construction of Senator Keating Blvd.:</u>			
Senator Keating Blvd. - Engineering Fees	H.CAPRJ.SNKTG.452		\$8,717.25
Senator Keating Blvd. - Engineering Fees (approp. Interest)	H.CAPRJ.SNKTG.452		\$23.12
<u>Construction of Highland Avenue:</u>			
Highland Avenue Project - Federal Aid for Road Construction	H.ROADS.HGLND 4580	\$40,964.42	
Highland Avenue Project - NYS Aid for Road Construction	H.ROADS.HGLND 3580	\$9,578.02	
Highland Avenue Project - Road Construction	H.ROADS.HGLND 2.67		\$13.21
Highland Avenue Project - Road Construction (approp. Interest)	H.ROADS.HGLND 2.67		\$162.97
Highland Avenue Project - Engineering Fees	H.ROADS.HGLND 4.52		\$11,825.00
<u>Stormwater Drainage Improvements</u>			
Stormwater Drainage Improvements - Drainage Materials/Supply	H.SEWER.STORM 4.05		\$47,618.43
Stormwater Drainage Improvements - Transfer to Debt Service	H.SEWER.STORM 9.20		



TOWN OF BRIGHTON			
2012 CAPITAL BUDGET			
Appropriation/Re-Appropriation of Prior-Year "Open" and "New" Capital Projects			
<u>Capital Project Description</u>	<u>Budget Code</u>	<u>Debit</u>	<u>Credit</u>
<u>Technology Improvements 2011</u>			
Technology Improvements - Serial Bonds	H.TECH.2011 5710	\$151,600.00	
Technology Improvements - BANs Redeemed from Approp.	H.TECH.2011 5731	\$37,900.00	
Technology Improvements - Audio Visual Equipment	H.TECH.2011 2.14		\$5,212.96
Technology Improvements - Computer Software/Supplies	H.TECH.2011 4.15		\$7,518.15
<u>Purchase of Amulance for 2011</u>			
2011 Ambulance Purchase - Serial Bonds	H.AMBUL.AMB11 5710	\$75,000.00	
2011 Ambulance Purchase - BANs Redeemed from Appropriations	H.AMBUL.AMB11 5731	\$25,000.00	



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

9.

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *MS*
Date: March 5, 2012
Subject: Bank Custodial Agreements and Account Contract

I request that Your Honorable Body authorize the Supervisor to execute Third Party Custodial Agreements with Canandaigua National Bank (CNB) and M&T Bank to secure uninsured deposits over the FDIC amounts. The custodian for CNB is M&T Bank and the custodian M&T is The Bank of New York Mellon. I also request that Your Honorable body authorize the Supervisor to sign a Municipal Choice Agreement with CNB regarding the rules and regulations governing deposit accounts.

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

Copy to: W. Moehle, K. Gordon



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

10a.

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *sz*
Date: March 6, 2012
Subject: Engagement Letter for Bond Counsel Services

I request that Your Honorable Body authorize the Supervisor to execute an engagement letter with Harris Beach PLLC for bond counsel services to the Town per the attached letter from Harris Beach. This independent counsel will assist the Town in all obligations issued by preparing bond resolutions, legal notices and certificates, notice of sale, and all closing related documents, in addition to other services relating to the issuance. Fees for this service are based on the type and size of the issuance.

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

Copy to: W. Moehle, K. Gordon

106

HARRIS BEACH PLLC
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NEW YORK 14534
(585) 419-8800

February 20, 2012

Town Board of Town of Brighton, New York
c/o Hon. William W. Moehle, Supervisor
Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

Re: Engagement Letter for the Provision of Bond Counsel Services to Town of Brighton, New York

To the Members of the Town Board:

Harris Beach is pleased to submit this letter for the purposes of securing our engagement by the Town of Brighton, New York (the "Town") to serve as Bond Counsel in connection with its issuance of general obligation indebtedness.

This letter will set forth a summary of the services we provided as Bond Counsel and our schedule of fees to be charged the Town for such services.

Experience

Harris Beach PLLC is a nationally recognized bond "Red Book" listed bond counsel firm. We serve as bond counsel to municipalities, fire districts, school districts, and state and local agencies throughout New York State. Our Public Finance Department has experience with all types of general obligation bond financings and has worked with most of the underwriters and fiscal advisors who do business with New York State municipalities and school districts. Charlie Schachter and I will serve as your lead attorneys on the financing and the key contact for this proposal.

Services

As bond counsel to the Town, we would act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we would draft the bond resolution to be adopted by the Town Board to authorize the borrowings along with all associated legal notices and certificates. We would also review, as part of our due diligence, copies of all the proceedings undertaken by the Town Board to date with respect to improvements to be undertaken by the Town.

10c.

For each bond anticipation note issue, we would prepare or review, as appropriate, the Notice of Sale, if any, for the financing and if an Official Statement is published for such transaction, we would assist in the preparation of such document by reviewing those sections describing the notes, the project being financed, and the legality and tax exempt status of the notes. For the closing on the notes, we would prepare all of the necessary documentation, including the certificate of determination or authorizing resolution, as appropriate, the note, the arbitrage and tax certificates, the material events disclosure agreement, if required, and all other certificates and documents customarily provided in this type of transaction. We would also file the necessary information return with the Internal Revenue Service. Finally, we would render our approving opinion regarding the validity, enforceability and tax exempt status of the notes.

For each serial bond or statutory installment bond transaction, we expect to be primarily responsible for the preparation of the notice of sale for the bond issue. We would also assist the Town in the preparation of any official statement by reviewing those sections of the document pertaining to the bond issue, the projects being financed, and the legality and tax exempt status of the bonds. For the closing on the bond issue, we would prepare all the documentation customarily entered into for this type of transaction, including the certificate of determination, the form of bond, the tax and arbitrage certificates, the continuing disclosure agreement and all other certificates and documents to be entered into in connection with the financing. We would also arrange for the delivery of the bonds to the purchaser (or if the bonds are in book entry form, to the depository for the bonds) and file the necessary information return with the Internal Revenue Service. Finally, we would render our approving bond counsel opinion regarding the validity, enforceability and tax exempt status of the bonds.

If the Town is to obtain financing through the New York State Environmental Facilities Corporation ("EFC") on a short-term loan basis, we would review all loan documents prepared by EFC, participate in telephone conferences with EFC personnel, prepare any other necessary closing documents, and render our approving bond counsel opinion with respect to validity and enforceability of the bond anticipation notes issued to EFC. Further, in connection with any permanent financing obtained through EFC in the form of serial bonds or statutory installment bonds of the Town, we would review and comment on the EFC loan documents, prepare any additional closing documents necessary, participate in telephone conferences with EFC personnel, coordinate the delivery of all executed documents to EFC and render our approving bond counsel opinion.

Please note that in connection with each bond and note transaction, we do not anticipate that we will be primarily responsible for the preparation of either the Official Statement (or other disclosure document) or any debt statement prepared and filed in accordance with New York Law. It is our assumption that these documents will be prepared either by the Town or by its fiscal advisor, if any, as is customarily the case. We will, however, review these documents and

10d.

comment, as necessary, to ensure that the Town has complied with all applicable disclosure and filing requirements in connection with the bond issue.

Fees and Charges

Set forth below is the proposed schedule for fees we would charge the Town for bond counsel services.

Bond Anticipation Notes: For each original issue bond anticipation note issue, we would charge a fee not to exceed \$750 plus \$.40 per thousand dollars of notes issued. For each renewal bond anticipation note issue, we would charge a fee not to exceed \$500 plus \$.40 per thousand dollars of note issued, plus out-of-pocket disbursements. Thus, under this formula, if the Town were to issue a bond anticipation note for new money in the amount of \$1,000,000, our fee would not exceed \$1,150 plus disbursements. For a renewal note in the same amount, our fee would not exceed \$900, plus disbursements.

Statutory Installment Bond: For a statutory installment bond of \$1,000,000 or less, we would charge a fee not to exceed \$1,000 plus \$0.80 per thousand dollars of bonds issued. Thus, under this formula, if the Town were to issue a statutory installment bond in the amount of \$1,000,000, our fee would not exceed \$1,800, plus disbursements.

Serial Bonds (competitive bid): For a serial bond issue, we would charge a fee not to exceed \$2,000 plus \$0.80 per thousand dollars of bonds issued, plus out-of-pocket disbursements. Thus, under this formula, if the Town were to issue serial bonds of \$1,000,000, our fee would not exceed \$2,800, plus disbursements.

EFC Short-Term Loan: For short-term loan in the form of a bond anticipation note issued to EFC, we would charge a fee not to exceed \$2,500 plus \$0.40 per thousand dollars of BAN issued. Thus, under this formula, for a \$1,000,000 BAN issued to EFC, our fee would not exceed \$2,900, plus disbursements.

EFC Long-Term Loan: For the long-term bond issue through EFC (including any hardship assistance grants), we would charge a fee not to exceed \$4,000 plus \$0.80 per thousand dollars of bonds issued, plus disbursements. Thus, under this formula, for a \$1,000,000 financing through EFC, our fee would be \$4,800, plus disbursements.

Refunding Bonds: For each refunding bond issue our fee will be as specifically agreed upon with the Town at the time of the refunding.

(10e.)

Town Board of Town of Brighton, New York
February 20, 2012
Page 4

Services not Related to Transactions: For services not related to a specific transaction, we would bill the Town on an hourly basis for the amount of time devoted to a particular matter at discounted rates of 25 percent below our standard hourly rates. The Firm's current standard hourly billing rates for legal staff are as follows: Members: \$295- \$475; Of Counsel: \$225 - \$275; Associates: \$150 - \$250; and Paralegals: \$90 - \$ 150.

Please note that if we are called upon to provide services in connection with the drafting and submission of special legislation by the New York State Legislature with respect to the Town's outstanding borrowings, this work would be billed on an hourly basis. We would be happy to provide an estimate of the total fee for such work, once we have received more information on the Town's needs.

Disbursements. Disbursements for direct out-of-pocket costs, such as long distance telephone calls, photocopying and facsimile charges, postage and courier charges, and travel costs, if any, will be billed to the Town in addition to the fees for services rendered.

Billing and Collection Information

Our fees are normally billed after the closing of each transaction. We customarily do not submit a statement for services until that time, unless there is a substantial delay in completing the financing or the financing is not completed.

Conclusion

Thank you again for considering Harris Beach to serve as bond counsel to the Town. We look forward to the opportunity to work with you. If the Town finds this proposal to be acceptable, please have the enclosed duplicate copy of this letter signed on behalf of the Town on the signature line provided. If you have any questions regarding our firm, the services we would provide, or the proposed fee arrangements outlined above, please do not hesitate to call me.

Very truly yours,

Patrick M. Malgieri

Town Board of Town of Brighton, New York
February 20, 2012
Page 5

10f.

Agreed to and accepted this
_____ *day of March, 2012*

TOWN OF BRIGHTON, NEW YORK

By: _____
William W. Moehle
Supervisor