

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

**Meeting Date: Tuesday, December 4, 2018 (3:30 p.m.)
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the November 20th, 2018 meeting.
2. Authorize contract with Rochester-Monroe County Youth Bureau (Recreation Dept.) – Request from Rebecca Cotter for Town Board action to accept and authorize the Supervisor to execute the 2018 Youth Bureau funding reimbursement award of \$7,085. Further authorize the Supervisor to execute all documents related to this funding. Funding is used in the development of our Positive Youth Development/Community Service Initiative (see letter from R. Cotter).
3. Declare two upright pianos as surplus and authorize disposal (Recreation Dept.) – Request from Rebecca Cotter for Town Board action to declare two upright pianos as surplus and authorize their disposal. The pianos have served their purpose and are no longer needed (see letter from R. Cotter).
4. Authorize contract for 2019 Boarding and Veterinary Services (Police Dept.) – Request from Chief Mark Henderson for Town Board action to authorize the Supervisor to execute an agreement with the Animal Hospital of Pittsford for the provision of boarding and veterinary services as per the fee schedule contained in the agreement (see letter from M. Henderson).
5. Authorize contract for 2019 Vehicle Maintenance and Repair Services (Police Dept.) – Request from Chief Mark Henderson for Town Board action to authorize the Supervisor to execute an agreement with Elmer's Brighton Garage for the provision of vehicle maintenance and repair services. The Supervisor is also authorized to execute the three additional renewal options contained therein (see letter from M. Henderson).
6. Authorize Budget Transfer in Highway (Highway Dept.) – Request from Tim Anderson for Town Board action to approve the following transfer:

From	D.HWY.5110.4.16	Road Materials	\$42,000.00
To:	D.HWY.5130.4.11	Maintenance Supplies	\$42,000.00

Transfer needed to cover the cost of truck and equipment parts and repairs (see letter from T. Anderson).
7. Authorize the continuation of services with Lifetime Benefit Solutions, Inc (Personnel Dept.) – Request from Tricia VanPutte for Town Board action to authorize the continuation of the administration of the employee flexible benefit spending accounts, and authorize the Supervisor to execute all related documents. 2019 pricing will remain unchanged from the 2018 pricing (annual compliance fee of \$325 and \$3.15 per month per participant). (see letter from T. VanPutte).

8. Fixed Asset Policy amendment - Request from Suzanne Zaso for Town Board action to authorize the amended Fixed Asset Policy. As recommended by the Town's independent auditors, the threshold for capitalized fixed assets will be raised from \$1,000 to \$5,000. This change will not significantly impact the current asset values (see letter from S. Zaso).
9. Authorize preliminary 2018 Budget Transfers (Finance Dept.) – Request from Paula Parker for Town Board action to approve the preliminary 2018 budget transfers (list to be provided). Transfers needed to fund account categories that are in the negative (See letter from P. Parker).
10. Contract Renewal with Brighton Volunteer Ambulance – Request from Paula Parker for Town Board action to authorize the Supervisor to execute a renewal agreement with Brighton Volunteer Ambulance for 2019 to provide emergency medical services in the Town in an amount not to exceed \$310,000 (see letter from P. Parker).
11. Declare 2009 Chevy G4500 Road Rescue Ambulance as surplus (BVA/Finance Dept.) - Request from Paula Parker (at the request of Brighton Volunteer Ambulance) for Town Board action to declare the 2009 Chevy ambulance as surplus to be sold either via the online municipal auction or at the municipal auction held in the Spring of 2019 (see letter by P. Parker).
12. Executive Session: to discuss ongoing labor negotiations for the CSEA bargaining unit.
13. REMINDER: The FASC meeting scheduled for December 18th has been cancelled.

The **next regularly scheduled meeting of the FASC will be held on WEDNESDAY, JANUARY 2, 2019 at 1:00 p.m.** in the Stage Conference Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

****AS PER THE REGULAR SCHEDULE****



Town of
Brighton

Q
Recreation
Department

Rebecca Cotter
Recreation Director

November 26, 2018

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

Re: Rochester-Monroe County Youth Bureau Contract

Dear Finance Committee Members:

I respectfully recommend that you authorize the Supervisor to execute an agreement, as well as any additional paperwork as required, with the Rochester Monroe County Youth Bureau for the Town's 2018 funding. According to the terms of the contract, the County shall reimburse the Town in the amount not to exceed \$7,085. As you are aware, this funding is used in the development of our Positive Youth Development/Community Service Initiative. It is matched to partially offset the salary of the Recreation Director in her work with this program.

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

Sincerely,

Rebecca Cotter
Rebecca J. Cotter
Recreation Director



Town of
Brighton

3
Recreation
Department

Rebecca Cotter
Recreation Director

December 3, 2018

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

RE: Surplus Pianos

Dear Board Members:

I respectfully request your permission to declare two upright pianos as surplus and authorize the sale or disposal of the same. One piano has an asset tag of 00601, the other does not. These pianos have served their purpose for the Recreation Department and are no longer needed.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca Cotter
Rebecca J. Cotter
Recreation Director
Town of Brighton



Town of Brighton

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

4a



Mark T. Henderson
Chief of Police

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

November 26, 2018

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

RE: 2019 Boarding and Veterinary Services Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between the Animal Hospital of Pittsford and the Town of Brighton for the provision of boarding and veterinary services. This contract is for the period beginning January 1, 2019 through December 31, 2019. This year's proposed contract represents a slight increase in some of the fees for services provided by the Pittsford Animal Hospital.

Possible alternatives to Pittsford Animal Hospital have been researched; however, no other animal hospital offers a 24 hour emergency service site to compare to the Animal Emergency Services. AES is a division of Pittsford Animal Hospital.

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

Respectfully,

Mark T. Henderson
Chief of Police

MTH:jpo
Attachment

c: Captain Michael Desain
Bruce Blackman, Animal Control Supervisor

Memorandum

To: Captain DeSain
From: Bruce Blackman, Animal Control Supervisor
Date: November 27, 2018
Re: Pittsford Animal Hospital Contract Renewal

The boarding contract that the Town of Brighton has with the Pittsford Animal Hospital is due to be renewed on January 1, 2019.

The proposed contract includes increases in some fees from 2018. The changes are as follows:

Dogs - 2018 at Pittsford animal hospital \$14/day to 2019 17/day

2018 at 825 White spruce \$26/day to 2019 \$28/day

Cats – 2018 at Pittsford Animal Hospital \$9.00/day * Remains the same

2018 at 825 White Spruce \$17/day * Remains the same

*Emergency exam 2018 \$50 * Remains the same*

Euthanasia – 2018 standard fee of \$22.00 *Remains the same

Cremations – 2018 \$65 per dog \$40 per cat *Remains the same

The remainder of the contract is identical to the existing contract.

As you know, we have researched possible alternatives to Pittsford Animal Hospital in past years, however, no other animal hospital offers a 24 emergency services site to compare to Veterinary Specialists of Rochester. VSR is a division of Pittsford Animal Hospital.

Please contact me if you have any questions regarding the contract.

CONFIDENTIAL



524 White Spruce Blvd.
Rochester, NY 14623
(585) 271-2733
www.monroevets.com

4c

November 12, 2018

Town of Brighton
Attn: Supervisor
2300 Elmwood Ave.
Rochester, NY 14618

Dear Mr. Moehle:

Enclosed please find 2 copies of our proposal to provide shelter to animals under contract with the Animal Control of the Town of Brighton for 2019.

Please sign and return one copy to us at your earliest convenience and keep the other for your files. This contract is initiated January 1, 2019 and is valid through December 31, 2019.

If you have any questions or concerns, feel free to contact me at (585) 271-7700.

Sincerely,

Todd Wihlen, DVM
President



40

Animal Hospital of Pittsford
2816 Monroe Avenue
Rochester, NY 14618

Telephone (585) 271-7700
Fax (585) 244-7287
www.pittsfordvet.com

Hospital Director:
Todd W. Wihlen, DVM

November 5, 2018

The following proposal is submitted to **Town of Brighton** Animal Control by Pittsford Animal Hospital (AHOP)/Veterinary Specialists and Emergency Service (AES), (hereafter referred to as "provider") for providing leased space for shelter and professional veterinary services under contract with the Town of Brighton.

1. The contract will be for one year, ending **December 31, 2019**.

2. Provider will provide shelter for stray dogs, cats, and/or injured animals picked up by Brighton Animal Control or good Samaritans within the Town of Brighton. Provider will contact Brighton Animal Control when a Good Samaritan or police officer brings an animal to the hospital. The number of animals sheltered at one time will not exceed six without specific approval of the Hospital Director.

3. Animals placed in the shelter will be provided food, water, and exercise on a scheduled basis. Medical treatment will be administered under the supervision of the hospital veterinarians as approved by the Animal Control Officers.

4. Immediate emergency care, on a minimal life support basis, will be provided for any animal in critical condition or experiencing undue suffering at the veterinarian's discretion. In these cases, the Animal Control Officer will be notified as soon as possible.

5. The Brighton Animal Control Officers will communicate directly with the doctor assigned to the injured animal, or Dr. Wihlen at AHOP in regard to the medical care disposition of the animal.

6. Animals with chronic medical problems will not be treated for their problems at Town of Brighton expense.

7. Emergency care for animals picked up after the hospital is closed will be handled by the Veterinary Specialists and Emergency Service at 825 White Spruce Blvd. **However, all strays must be picked up from Veterinary Specialists and Emergency Service and transferred to Animal Hospital of Pittsford by 10AM on the first morning that Animal Hospital of Pittsford is open for business.** Well animals picked up by the town may be brought to Pittsford Animal Hospital for impounding on Sundays and holidays when a kennel worker is present to admit the Animal Control Officer to the hospital.

8. All initial communication with the public will be handled through the Brighton Animal Control. This will include initial lost dog inquiries, initial injured animal inquiries, and updated vaccinations information. The hospital will release animals to owners/harborers only when the proper release forms have been obtained, fees have been satisfied, and/or on direct instructions from the Animal Control Officers.

9. Fees to be collected by the Brighton Town Clerks Office or Brighton Animal Control Officers prior to the release of any animals include charges for seizure, boarding, and license fees.

10. All fees owed to the Provider for services rendered, except boarding, will be paid directly to the Hospital by the animal owner/harborer.
11. Provider will bill the Town of Brighton on a monthly basis for boarding, euthanasia, and cremation fees accrued during the month.
12. All adoptable animals that are not claimed upon completion of the required impound period are to be taken to the Monroe County Humane Society by Brighton Animal Control, dependent upon the Humane Society's willingness to accept the animals.
13. A schedule of fees is attached.

SCHEDEULE OF FEES FOR PROFESSIONAL SERVICES

Leased space and proposed fees for the boarding of stray/injured animals and professional veterinary services for the Town of Brighton Are as follows:

1. Sheltering of animals to include caging, food, and limited exercise calculated per day.

Dogs--\$28.00 per day at Veterinary Specialists and Emergency Service

Dogs--\$17.00 per day at Animal Hospital of Pittsford

Cats--\$17.00 per day at Veterinary Specialists and Emergency Service

Cats--\$9.00 per day at Animal Hospital of Pittsford

2. Emergency care at the Veterinary Specialists and Emergency Services with Animal Control Officer having direct access to the facility and a veterinarian available in residence 24 hours a day including all weekends and holidays, physical examinations, and recommendations for further diagnosis and treatment.

Emergency exam--\$50.00

3. Minimal life support will have to be determined on a per case basis dependent on the extent of injuries in need of immediate medical attention. In all cases, Brighton Animal Control will be notified immediately of the anticipated expenses.

If paid by owner/harborer--standard hospital charges.

If paid by Town of Brighton--20% professional services discount of standard hospital fees.

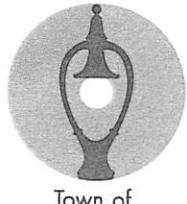
4. A standard fee of \$22.00 will be charged for all animal euthanizations, regardless of size, requested by Brighton Animal Control.

5. A standard cremation fee of \$ 65.00 per dog and \$40.00 per cat will be charged for all animal cremations, if requested by Brighton Animal Control.



Todd Wihlen, D. V. M.
Director, Pittsford Animal Hospital

William Moehle
Supervisor, Town of Brighton



Town of
Brighton

Brighton Police Department

2300 Elmwood Avenue
Rochester, New York 14618
(585) 784-5150

5a



Mark T. Henderson
Chief of Police

November 28, 2018

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

RE: Vehicle Maintenance and Repair Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Elmer's Brighton Garage and the Town of Brighton for the provision of vehicle maintenance and repair services. This contract is for the period beginning January 1, 2019 through December 31, 2019 with the option to renew for up to three years.

In accordance with the Town's procurement policy, twelve written requests for pricing were sought.

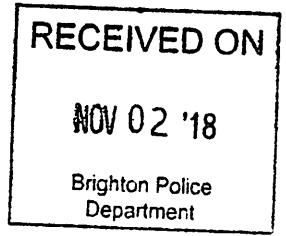
The lowest price quote was from 12 Corners Mobil and was deemed to be "*technically non-responsive*". 12 Corners Mobil failed to meet the multiple mechanic provision of the quote specification. The lowest responsive quote was received from Elmer's Brighton Garage, 1848 Monroe Avenue, Rochester, New York 14618 at a rate of \$80.00 per hour, 10% discount off the retail price for parts and the lowest bid price for lube, oil and filter of \$30.00/\$40.00.

Please do not hesitate to contact me should you have any questions.

Respectfully,

Mark T. Henderson
Chief of Police

MTH:jpo
Attachment



**ELMER'S BRIGHTON GARAGE
1848 MONROE AVENUE
ROCHESTER, NY 14618
(585) 244-1616**

**Request for Proposal Prepared for:
Town of Brighton Police Department**

2300 Elmwood Avenue

Rochester, NY 14618

November 1, 2018

For Period January 1, 2019- December 31, 2019

Elmer's Brighton Garage has been providing customers in the Rochester, NY, 14618 with high quality automotive maintenance and repair services since 1932.

We pride ourselves in creating a partnership with our customers to keep their vehicles in top operating condition. We provide a wide range of automotive repair services on all foreign and domestic makes and models of car & truck, New York State Inspections, full undercar services, suspension, brakes and tires. We also do full engine & transmission replacement if needed, 4 wheel drive service, electrical diagnosis and alignments.

We are very proud of our skilled mechanics who have years of experience working on many different types of vehicles. We currently have 5 certified mechanics on staff with well over 60 years combined in the industry. We are prepared to hire additional quality help if the need arises.

We use all of the latest high tech Snap-On diagnostic equipment. We only use the highest quality replacement parts, filters, oils and components. Elmer's is equipped with 6 bays including a drive-on lift. We have fast track delivery from our parts suppliers on all dealership OEM parts as well as the highest quality after-market parts. Delivery of parts is normally within a one hour timeframe. If longer, we have the ability to pick up if needed. All parts carry a minimum of 12 months / 12,000 mile warranty. We do not install used parts. On rare occasions, we will recommend reconditioned parts but require approval from the customer prior to installation.

We have been 'part of the landscape' and serving the community for 86 years. Elmer's Brighton Garage is located centrally at the Twelve Corners in Brighton, which makes fast pick-up and delivery easy. We have the staff available to either pick up vehicles that need service or provide rides to employees who may be dropping off vehicles. Upon your request, we can guarantee this service within a 30 minute period.

Our posted hours are Monday thru Friday 7:30am – 5:30pm. Although we are technically closed on weekends, we are very flexible and can make arrangements for vehicle intake. We have a key drop for nighttime drop offs. Normally we have an employee on location from 7:00am until approximately 7:00pm.

We would like to bid the following rates and prices for The Town of Brighton Police Department's fleet work. Prices will be in effect for the duration of the one year contract.

Labor rate per hour \$80.00/hour = \$36,000

Net % off List Price: 10% off List price = \$1600.00 saved

Total Estimated Price: \$50,400.00

Lube, Oil & Filter Services: \$30.00 based on 5qt. synthetic blend with each additional quart \$3.30. Full Synthetic Oil Change up to 5 quarts is \$40.00 and \$6.00 each additional quart thereafter.

Oil changes can be guaranteed on a 30 minute or less wait time when an appointment is made. If a vehicle is dropped off, the time may stretch to one hour. We will inventory in house all applicable oil filters for all makes and models of your fleet. Other repairs will be dealt with in timely manner as possible. We will determine labor times governed by our Mitchell 1 Pro-Demand system and keep in constant communication with you. It is always our goal to provide services as efficiently as possible. We are on Hot Shot Fast Track delivery with most major dealerships and 3 after-market parts suppliers - guaranteeing us delivery within one hour. In rare occasions, parts may be special order governing a longer time in the shop. In all cases, you will be made aware of lead times.

We have a very comprehensive internal operating system. Monthly billing can be provided via electronic or hard copy or both. We are fully capable of managing inventory on parts for all vehicles and full maintenance histories on each vehicle.

We are a fully insured repair facility licensed by New York State. We are a certified New York State Inspector site with 5 active vehicle inspectors. All of our employees are covered under New York State Disability and Worker's Compensation. Copies of our insurance certificates (attached).

We proudly service multiple fleet accounts in the area including: Hillside Children's Services, New York State Department of Transportation, Heritage Christian Services, Rochester Psychiatric Center and United States Postal Service. We have plenty of experience managing the logistics and repair of multiple vehicle fleets.

In conclusion, our mission is:

- To constantly perform high quality repair services at a fair and just price
- To have a sense of personal obligation to each vehicle
- To recommend the services, repair and maintenance that are necessary to maintain your vehicles in safe working order

- To use only products which are safe and provide service that equals or exceeds those recommended by the vehicle's manufacturer
- To service and repair your vehicles in a timely manner and to keep you informed of any and all changes including completion times.
- To give you the best customer service possible and, in the case of any disputes, to provide a prompt and amicable resolution.
- To ensure that my entire staff conducts themselves in a professional manner and in keeping with the high standards of the automotive industry.

We thank you for the opportunity to quote the Town of Brighton Police Department Fleet Services. We know we can partner to service all of your vehicle's needs. Elmer's Brighton Garage has been a mainstay in the town of Brighton since 1932. We look forward to working with you and providing the quality products and services that we provide for the community.

Sincerely,



John F. Nicastro

President



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

5f

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) 1848 JAMM ENTERPRISES INC. DBA ELMER'S BRIGHTON GARAGE</p> <p>1848 MONROE AVENUE ROCHESTER, NY 14618</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p>
	<p>1c. Federal Employer Identification Number of Insured or Social Security Number 208103358</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Brighton Police Dept. 2300 Elmwood Ave Rochester, NY 14618</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p>
	<p>3b. Policy Number of Entity Listed in Box "1a" DBL477169</p>
	<p>3c. Policy effective period</p>
	<p>01/01/2018 to 12/31/2019</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 11/1/2018

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100

Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

5g

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 208103358

LAWLEY SERVICE INC.
361 DELAWARE AVENUE
BUFFALO NY 14202



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER
1848 JAMM ENTERPRISES INC T/A ELMER'S BRIGHTON GARAGE 1848 MONROE AVENUE ROCHESTER NY 14618

CERTIFICATE HOLDER
TOWN OF BRIGHTON POLICE DEPT 2300 ELMWOOD AVE ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z1472 219-3	182008	05/01/2018 TO 05/01/2019	10/31/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1472 219-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT <https://www.nysif.com/cert/certval.asp>. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

JOHN F NICASTRO (PRES) OF
1848 JAMM ENTERPRISES INC
(1 OF 1)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1065732052

U-26.3



Town of
Brighton

Highway Department
Commissioner of Public Works – Michael Guyon, P.E.

6
Tim Anderson
Deputy Highway
Superintendent

November 28, 2018

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

Re: Transfer of funds - Machinery

Dear Councilperson DiPonzo and Committee Members:

I recommend that a transfer be approved from the following:

To: Highway – Road Repair – Road Materials (D.HWY.5110 4.16) in the amount of \$42,000
Highway – Machinery – Maintenance Supplies (D.HWY.5130 4.11) in the amount of \$42,000

The funds are proposed to be used to cover heavy duty truck and equipment parts purchases (such items as brakes, engine, and hydraulic parts), repairs (such as spring, major engine and transmission repairs) and miscellaneous equipment supplies for the remainder of the year. I will be available to answer any questions if needed.

Sincerely,

Timothy J. Anderson
Deputy Highway Superintendent

Cc: B. Monroe
P. Parker
M. Guyon
A. Banker



Town of
Brighton

Personnel Department

7
Tricia Van Putte
Director of Personnel

November 26, 2018

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

Re: Flexible Spending Administration - Lifetime Benefit Solutions, Inc. for 2019

Dear Board Members:

I am requesting that the Town Board authorize the continuation of the services of Lifetime Benefit Solutions Inc. for the administration of employee flexible spending accounts. There will be no change in 2019 pricing with the annual compliance service fee remaining at \$325.00 and the per participant monthly fee remaining at \$3.15.

I am recommending that the Town Board authorize the continuation of services for 2019 and authorize the Supervisor to sign any related documents with Lifetime Benefit Solutions Inc.

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

Sincerely,

Tricia Van Putte

Tricia Van Putte
Director of Personnel

CC: P. Parker



Town of
Brighton

8a

Finance Department

Director of Finance – Paula Parker

Suzanne Zaso
Controller

December 3, 2018

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

Re: Amendment to Fixed and Infrastructure Asset Policy

Dear Honorable Members:

The Town's current Fixed and Infrastructure Assets Policy and Procedures Statement, as adopted by the Town Board on 12/11/2002, defines a fixed asset for financial statement reporting purposes as one having a useful life of not less than 3 years, an initial cost of not less than \$1,000, and is required to maintain its unique identity when placed into service. This policy has resulted in over 1,000 assets to currently be tracked and depreciated in the Town's financial software system and by Town staff.

After discussions with the Town's independent auditors and this committee earlier this year, along with review of similar municipality's policies, I am recommending that the threshold for capitalizing fixed assets be raised from \$1,000 to \$5,000. This will result in approximately 75% less assets being capitalized, but only reducing overall asset value by about 12%. Items that do not meet this new limit but are at higher risk of loss or misuse will be tracked (as in the past) for inventory control. This new limit for fixed assets for capitalization purposes will not affect the current threshold for infrastructure assets, which is at \$20,000.

I am recommending that the Town Board adopt the attached amended Fixed and Infrastructure Assets Policy and Procedures Statement which increases the threshold for capitalizing fixed assets from \$1,000 to \$5,000.

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

Sincerely,

Suzanne Zaso

TOWN OF BRIGHTON

FIXED AND INFRASTRUCTURE ASSETS POLICY AND PROCEDURES STATEMENT

Pursuant to the requirements of Generally Accepted Accounting Principles (GAAP) for Governments as promulgated by the Governmental Accounting Standards Board (GASB), and more particularly by GASB Statement #34, the Town of Brighton will classify, record, capitalize, and subsequently depreciate Fixed Assets including (but not limited to) rolling stock, equipment, machinery, furniture and fixtures; and also infrastructure assets including (but not limited to) land, buildings, improvements to land and/or buildings, roads, bridges, sidewalks, curbing, storm and sanitary sewers, and storm water gutters; all pursuant to the definitions provided herein.

The Department of Finance shall develop and maintain a permanent centralized record of all such Fixed and Infrastructure Assets in the Town's Financial Information System (FIS). Qualifying Fixed and Infrastructure Assets will be recorded individually and/or on a group basis in the FIS and reported in total by asset class for the purposes of disclosure on the Town's Financial Statements. Such assets will also be periodically inventoried for insurance valuation purposes, and to guard against potential misappropriation.

DEFINITION OF FIXED AND INFRASTRUCTURE ASSETS

Fixed Assets for financial statement reporting purposes are assets including (but not limited to) all rolling stock, equipment, machinery, furniture and fixtures:

- 1) having a useful life of no less than three years; and
- 2) having an initial cost or estimated value of no less than \$5,000; and
- 3) which maintain their unique identity when placed in service.

Acquired or donated assets that do not meet each of the three above-listed criteria will be accounted for and expensed in the Town's FIS, but will not be capitalized and recorded in the Fixed and Infrastructure Asset Reporting Module of the Town's FIS.

Infrastructure Assets for financial statement reporting purposes are assets including (but not limited to) land, buildings, improvements to land or buildings, roads, bridges, curbing, sidewalks, storm and sanitary sewers, storm water gutters, and streetlights either newly acquired or constructed, or are improvements to, or reconstruction of, similar existing assets:

- 1) having a useful life of, or extending the useful life of an existing asset by, no less than five years; and
- 2) having an initial cost or estimated value of no less than \$20,000

Acquired, constructed or reconstructed assets that do not meet the listed criteria will be accounted for and expensed in the Town's FIS, but will not be capitalized and recorded in the Fixed and Infrastructure Asset Reporting Module of the Town's FIS.

CAPITALIZATION AND DEPRECIATION OF FIXED AND INFRASTRUCTURE ASSETS

Fixed Assets and Infrastructure Assets that meet the above-detailed definitions will be capitalized and subsequently depreciated pursuant to generally accepted accounting principles for GASB-prescribed financial statement reporting purposes. Accounting and financial statement requirements of the Office of the State Comptroller (OSC), as prescribed in the Uniform System of Accounts, and reported in the OSC's Annual Update Document, will also be properly maintained.

Estimated Useful Life Schedule for Depreciation Purposes

All assets that are capitalized will be depreciated on a straight-line basis. The estimated useful life of a fixed or infrastructure asset for depreciation purposes shall be as determined by the Supervisor (acting through the Director of Finance) and such determination is made a part of this Policy. The Supervisor's determination of useful life shall generally be guided by the State's Local Finance Law (LFL) Section 11, but may vary from the State LFL where the Town's actual use of and experience with a particular asset type or class is different. The Supervisor's determination of estimated useful lives is shown on the Fixed and Infrastructure Asset Depreciation Schedule that is appended to and made a part of this Policy. Such schedule may be modified from time to time as determined necessary on authority of the Supervisor. Any amendments to the Schedule will be reported to the Town Board.

Initial Valuation of Existing Infrastructure Assets for Financial Statement Purposes

The Governmental Accounting Standards Board's (GASB) Statement No. 34 requires that governments depreciate capital assets, including infrastructure. The Town chose to implement these standards one year early for the fiscal year ending 12/31/2002. It was determined at the time that the ability to accurately determine the true historical cost of the Town's existing infrastructure assets, based on available financial and other records, and the labor effort it would require to attempt a comprehensive examination of such records, would likely not result in an accurate and useable product. Similarly, to otherwise engage an independent contractor to analyze and value the Town's infrastructure assets would likely not be cost effective. Given these circumstances, the Town Board authorized an alternative method for initially valuing and depreciating all infrastructure assets acquired, constructed, or replaced as of 12/31/2002 utilizing existing inventories, current cost data, budgeted replacement schedules, and a resulting composite depreciation calculation. This valuation method and the resulting calculations of net infrastructure asset values for financial statement reporting purposes has been acceptable to and audited by the Town's independent auditor.

CARE AND CUSTODY OF FIXED AND INFRASTRUCTURE ASSETS ASSIGNED TO DEPARTMENTS

The department having primary use and custody of a fixed or infrastructure asset shall be responsible for its proper care and maintenance, within budgetary constraints, so as to prolong its useful life and to make most effective use of such asset. The Department Head shall have primary responsibility for such care and maintenance, and will guard against misuse or misappropriation of all assets in their custody. Where it is not clear as to the department that should have primary responsibility for the proper care and custody of a particular asset, the Supervisor shall direct a chosen Department Head to assume such responsibility.

FIXED AND INFRASTRUCTURE ASSET DEPRECIATION SCHEDULE

TOWN OF BRIGHTON – DEPARTMENT OF FINANCE
 FIXED AND INFRASTRUCTURE ASSET DEPRECIATION SCHEDULE
 (As determined by the Town Supervisor upon authorization of the Town Board)

		<u>In Years:</u> LFL Sec 11	<u>In Years:</u> Town Schedule
Infrastructure:			
Bridges, Tunnels, and Viaducts	(including Land, Buildings, Furnishing, and Equipment)	20	20
Curbing, Separately (Brick, Stone or Concrete)		10	30
Electric Light Systems	(including Land, Buildings, Furnishing, and Equipment)	30	30
Gutters, Separately (Brick, Stone or Concrete)		10	30
Land Acquisitions and/or Easements		30	N/A
Parking Areas or Lots (Paved Surface)		10	10
Road Construction/Reconstruction/Resurfacing	(Includes Sidewalks, Curbs, Gutters, Drainage, Landscaping)	15	30
Sealing Sewer Lines at Pipe Joints or at Leaks		15	15
Sewer Systems, Storm or Sanitary	(including Land, Buildings, Furnishing, and Equipment)	40	30
Sidewalk, Separately (Brick, Stone, or Concrete)		10	30
Tree Installation and Replacement		5	N/A
Water Systems	(including Land, Buildings, Furnishing, and Equipment)	40	30
Buildings and Facilities:			
Building Additions, Class "A" (Fireproof)	(including Furnishing and Equipment)	20	15
Building Additions Class "B" (Fire Resistant)	(including Furnishing and Equipment)	15	15
Building Additions Class "C" (All Other)	(including Furnishing and Equipment)	10	10
Building Improvements, Class "A"	(including HVAC, Lighting, Plumbing, Mechanicals)	10	10
Building Improvements, Class "B"	(including HVAC, Lighting, Plumbing, Mechanicals)	10	10
Building Improvements, Class "C"	(including HVAC, Lighting, Plumbing, Mechanicals)	5	5
Buildings, Class "A" (Fireproof)	(including Furnishing and Equipment)	30	20
Buildings, Class "B" (Fire Resistant)	(including Furnishing and Equipment)	20	20
Buildings, Class "C" (All Other)	(including Furnishing and Equipment)	15	15
Parks/Recreational Areas (25 Acres or More)		20	20
Parks/Recreational Areas (Less than 25 Acres)		15	15
Swimming Pools (Class "A" thru "A-4")		20	20
Underground Fuel Tanks		15	15
Equipment, Furnishings, and Rolling Stock:			
Ambulances	(including Equipment and Furnishings)	10	5
Cars, Pickups, LD Trucks w/ Cost Less than \$50,000		5	5
Firefighting Vehicles w/ Cost greater than \$50,000		20	15
Firefighting Vehicles w/ Cost Less than \$50,000		10	10
HD Rolling Stock w/ Cost \$50,000 to \$100,000		15	10
HD Rolling Stock w/ Cost at More than \$100,000		15	15
Machinery, Equipment and Apparatus	(To Construct/Reconstruct/Maintain a "Betterment")	5	5
Playgrounds		15	15

Preparation and Maintenance of Fixed and Infrastructure Asset Records and Listings

Each Town department having primary use and custody of fixed and infrastructure assets, with assistance from and according to procedures developed by the Department of Finance, shall maintain a detailed record of all such assets on the FIS including (at a minimum) the following identifying information:

- descriptive name of the asset
- model name and/or number of the asset
- serial number of the asset
- assigned location of the asset
- the historical cost or estimated value of the asset at time of acquisition
- the assigned asset number (by attached “asset tag” or an equivalent asset identification number as approved by the Director of Finance)

A detailed listing of all fixed and infrastructure assets in the care and custody of each department shall be updated on no less than an annual basis by means of a physical inventory of all assets. It is preferable that the inventory be taken as close to year-end as department resources needed to conduct the inventory will allow. New assets acquired through purchase or donation should be added to the departmental listing. Assets that are no longer useful for Town purposes should be recommended to the Town Board as surplus to the Town’s needs and, with Board approval, sold through auction or other form of authorized sale (if the asset has remaining value), or disposed of as junk in an environmentally-friendly manner.

The Finance Department will be responsible for updating and maintaining a centralized record of fixed and infrastructure assets in a properly protected computerized file and, on request of a department, but no less than annually, will provide updated departmental listings of such assets for the purposes of conducting the physical inventory.

POLICY MODIFICATION

This Policy, and procedures necessary to implement and enforce the Policy, may be amended from time to time by the Supervisor upon the recommendation of the Director of Finance, subsequent to approval of the Town Board. Department Heads may also recommend changes to this Policy, and the related procedures, through the Director of Finance.

Original Town Board Adoption: September 13, 1994.

Revisions: December 11, 2002

November 14, 2018

Attachment: Fixed and Infrastructure Asset Depreciation Schedule

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Finance Department



Town of
Brighton

Paula Parker
Director of Finance

December 4, 2018

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

RE: 2018 Budget Transfers and Appropriations

Dear Board Members:

I am requesting Town Board authorization to record the attached 2018 budget transfers and appropriations. These requested transfers and appropriations are necessary to reflect changes that have occurred since the adoption of the 2018 budget (see attached).

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

Sincerely,

Paula Parker
Director of Finance

Attachment

			FROM	TO	
Transfers			Decrease	Increase	Notes
General Fund (A)					
Historic Preservation - Stenographer Fees					
Contingent Fund	A.UNDST.1990 4.90	Contingent Fund	\$500		
Historic Preservation	A.HIST.7515.4.44	Contracted Personnel Services		\$500	
Traffic Signs and Markings - Utilities					
Highway - Traffic Signs/Markings	A.HWY.3310.4.16	Road Materials	\$50		
Highway - Traffic Signs/Markings	A.HWY.3310.4.21	Gas & Electric Srv Charges		\$50	
Information Systems - Telephone					
Information Systems	A.INFO.1680.8.10	NYS Retirement Expense	\$2,000		
Information Systems	A.INFO.1680.4.22	Telephone Service Charges		\$2,000	
Town Justice - Telephone					
Town Justice	A.JSTCE.1110.2.14	Audio Visual Equipment	\$205		
Town Justice	A.JSTCE.1110.4.22	Telephone Service Charges		\$205	
Buckland Farmhouse - Utilities					
Parks (Buckland Park)	A.PARKS.7115.4.21	Gas & Electric Srv Charges	\$2,000		
Parks (Buckland Farmhouse)	A.PARKS.7116.4.21	Gas & Electric Srv Charges		\$2,000	
Meridian Centre Park - Special District Charges					
Parks (Meridian Centre Park)	A.PARKS.7125.4.43	Landscaping Services	\$1,000		
Parks (Meridian Centre Park)	A.PARKS.7125.4.25	Special District Charges		\$1,000	
Recreation Programs - Programs					
Recreation (Programs)	A.Rec.7020.8.10	NYS Retirement Expense	\$5,000		
Recreation (Programs)	A.Rec.7310.1.20	Part-Time Wages	\$10,000		
Recreation (Programs)	A.Rec.7310.4.51	Program Instructor Fees		\$15,000	
Supervisor - Computer Equipment					
Supervisor	A.SUPVR.1220.1.20	Part-Time Wages	\$1,430		
Supervisor	A.SUPVR.1220.2.13	Computer Equipment		\$1,430	
Undistributed Expenses					
Contingency Fund	A.UNDST.1990.4.90	Contingency	\$12,500		
Unallocated Insurance	A.UNDST.1910 4.35	Professional Liability Ins.		\$2,660	
Taxes & Assessments	A.UNDST.1950.4.26	Real Property Tax Charges		\$2,840	Pinnacle Hills Subdivision
Employee Benefits	A.UNDST.9000.8.30	Workers Comp Payments		\$7,000	
Library Fund (L)					
Library Telephone Service & Debt Interest					
Library	L.LLIBRY.7410.8.40	Medical/Dental Premiums	\$655		
Library	L.LLIBRY.7410.4.22	Telephone Service Charges		\$650	
Library	L.LLIBRY.7410.7.10	Debt - Interest Expense		\$5	
Drainage District Fund (SD)					
Susquehanna Drainage District - Debt Service					
Susquehanna Drainage	SD.DRAND.8548.6.10	Debt - Principal	\$290		
Susquehanna Drainage	SD.DRAND.8548.7.10	Debt - Interest Expense		\$290	
Sewer District Fund (SS)					
Sewer Operations - Telephone & Debt Service					
Sewer Operations	SS.SEWER.8120.8.45	Medical/Dental - Retiree	\$2,160		
Sewer Operations	SS.SEWER.8120.6.10	Debt -Principal Expense	\$3,500		
Sewer Operations	SS.SEWER.8120.4.22	Telephone Service Charges		\$675	
Sewer Operations	SS.SEWER.8120.7.10	Debt - Interest Expense		\$4,985	
Appropriations			Inc. Exp.	Inc. Rev.	
General Fund (A)					
Town Elections:					
Town Clerk / Elections	A.CLERK.1450.4.44	Contracted Personnel Services	\$15,837.50		
Town Clerk / Elections	A.CLERK.1450.2389	Monroe County Reimbursement		\$15,837.50	



Town of
Brighton

Finance Department

Paula Parker
Director of Finance

December 4, 2018

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

RE: Brighton Volunteer Ambulance 2019 Contract Renewal

Dear Board Members:

I am recommending that Your Honorable Body authorize the Supervisor to execute a contract for 2019 with Brighton Volunteer Ambulance, Inc. to provide emergency medical services within the Town of Brighton. The annual contract amount for 2019 is \$310,000 as compared to the 2018 rate of \$272,000 (as approved and adopted in the 2019 Town Budget). Also note that the Town will retain \$25,000 (instead of the current \$20,000) to be applied towards fuel usage by BVA in 2019. This increase is necessary due to the projected 2018 fuel usage by BVA.

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

Sincerely,

Paula Parker
Director of Finance

CONTRACT FOR AMBULANCE SERVICE

This Agreement, made as of January 1, 20182019, between the Town of Brighton, acting for and on behalf of the Brighton Ambulance Services District with offices at 2300 Elmwood Avenue, Rochester, NY 14618, (hereinafter known as the "Town"), and the Brighton Volunteer Ambulance, Inc., a not-for-profit New York corporation with its principal place of business at 1551 Winton Road South, Rochester, NY 14618, (hereinafter known as "BVA").

WHEREAS, the Town desires to provide emergency medical service within the Town of Brighton; and

WHEREAS, in furtherance of that end, the Town has formed the Brighton Ambulance Services District (hereinafter known as the "District") pursuant to Article 12-A of the Town Law, such District consisting of all premises within the boundaries of the Town of Brighton; and

WHEREAS, BVA is an independent contractor duly authorized by the New York State Department of Health to provide emergency medical service, and is willing to provide such service within the District pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Town Board of the Town pursuant to Section 198(10)(f) of the Town Law, and by Resolution of the Board has authorized such an Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned, the parties agree as follows:

1. Work Statement

BVA agrees to provide, or cause to be provided, emergency medical service within

the District. Such service shall consist of all personnel and equipment necessary to promptly and safely transport injured or ill persons from within the District to a hospital or other emergency medical facility as is necessary under the circumstances in accordance with good and accepted ambulance practice, and inclusive of Basic Life Support and Advanced Life Support services to ill and injured persons in connection therewith. Such service shall be subject to the standards as may be set forth by the New York State Department of Health and the Monroe-Livingston Emergency Medical Service Council. Such service shall be provided only in circumstances of medical emergency as generally defined by law and customary usage in such cases. BVA's right to provide such services pursuant to this Agreement shall be non-exclusive. BVA and the Town may rely on the Brighton Fire Department, Rochester Fire Department, other fire departments as determined by the Town, and/or commercial ambulance service providers to provide first response services as part of the overall protocol and services plan for EMS services provided in the Town.

2. Standards of Performance

a. Certifications. BVA shall maintain New York State certification of its ambulance service as defined in Section 3006 of Article 30 of the Public Health Law of the State of New York and shall at all times comply with the standards required for such certification, during the period of this Agreement and shall provide evidence of such certification to the Town upon request.

b. BLS Standards of Care. BVA shall comply at all times with the latest Monroe-Livingston Regional Emergency Medical Service Comprehensive Emergency Medical Care Standards, as they may be amended during the period of this Agreement. Said standards shall be incorporated herein by reference as if included in full.

c. **Quality Assurance.** BVA shall develop, maintain and provide to the Town on execution of this agreement, a quality assurance program acceptable to the Town which shall at least maintain standards and certifications as at present.

d. **Medical Director.** BVA shall obtain the services of a suitably-qualified medical director in connection with the delivery of any services where such medical director is required by New York State Law or regulation.

e. **Response Time.** BVA shall exert its best efforts to ensure that calls are responded to within the standards set by the New York State Department of Health and the Monroe-Livingston Regional Emergency Medicine Council. Copies of such standards shall be provided to the Town by BVA upon the execution of this contract and updates, if any, to such standards shall be promptly provided to the Town after they are received by BVA. This provision shall not bind BVA to guarantee a response time for any individual call, nor shall it require BVA to guarantee the performance of other emergency medical services agency responding pursuant to mutual aid arrangements as specified in paragraph 2(f). BVA shall not be held responsible for delay or failure to reach the scene of a request for service due to reasons beyond BVA's control, lack of crew or equipment or hazardous road conditions.

f. **Mutual Aid.** BVA shall maintain arrangements with other emergency medical services, either commercial or volunteer, to respond to requests for emergency medical service within the District in the event that BVA is unable to respond. Pursuant to the mutuality provisions of such arrangements, BVA may respond at its discretion to requests from other emergency medical agencies for BVA's services outside the District. BVA shall provide to the Town on or

before March 31st of each year a copy of all mutual aid agreements it has entered into with all other responding agencies, and BVA shall provide to the Town by said date detailed data showing the number of calls for the prior calendar year which were covered through mutual aid by other responding agencies in the Town of Brighton and the number and priority of each such call covered by such other responding agency for a Brighton resident.

g. **Public Access.** The parties hereto agree that due to certain technical features incorporated therein, the Monroe County Enhanced 911 service offers the public the preferred means of accessing emergency service. In its advertising, listing of emergency numbers in the "emergency number" section of the Telephone Directory, and its promotional material including the distribution of stickers for attachment to telephones, BVA shall list "911" as the telephone number for accessing BVA's emergency medical services.

h. **Advanced Life Support.** The parties hereto understand that BVA agrees to provide Advanced Life Support (hereinafter known as "ALS") service with its own resources, to the extent such services are available using BVA's ALS technicians.

3. **Gasoline and Fuel Rights**

a. As a form of consideration for services provided pursuant to this Agreement, and as a portion of the total consideration provided, the Town and District authorize BVA during the term of this Agreement to utilize gasoline and/or diesel fuel from the Town's dispensing station in accordance with procedure established by the Town.

b. The value of the fuel to be provided to BVA under this Agreement will be the actual cost to the Town per gallon of fuel, as determined by the Town, plus 7% of the total cost of

fuel as an administrative reimbursement.

c. The estimated annual value associated with the provisions of fuel is ~~\$20,000~~25,000 and, this amount will be deducted from the total amount due BVA for services provided. A detailed record of actual fuel use, and its associated value, will be kept by the Town and provided to BVA. In the event that any of the BVA vehicles can use E85 or other alternative fuels, consistent with manufacturer warranties and recommendations, and such alternative fuels are made available by the Town, BVA agrees to use such alternative fuels to the extent possible.

No later than 60 days following the close of the year, an annual accounting of actual vs. estimated value of fuel will be prepared by the Town. In the event less than ~~\$20,000~~25,000 of fuel value is used by BVA, the Town and District will process a claim for payment to BVA of the difference between ~~\$20,000~~25,000 and the actual value of fuel used. In the event BVA utilizes more than ~~\$20,000~~25,000 of fuel value, BVA will reimburse the Town and District, no later than 30 days after the accounting is provided to BVA, the difference between the actual value of fuel used and ~~\$20,000~~25,000.

For each succeeding year of this Agreement, in January, the Town and District will estimate the value of fuel as partial consideration for services rendered, and so advise BVA of the computation. Such estimate will be based on actual usage in the prior year and a projection of the cost per gallon of fuel to be provided.

d. The Town and District reserve the exclusive right to cease providing fuel as partial consideration for services. In the event the Town is no longer able to make use of its dispensing station, for whatever reason, an accounting to date of cessation of service will be

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performed, and BVA will be paid in the normal course of business for any remaining value assigned to the provision of fuel under this Agreement. However, if the Town and District decide to no longer provide fuel for some other reason, provision of fuel cannot be stopped without 60 days prior written notice of the Town's and District's intention.

e. Each party represents to the other that it has in force, policies of liability insurance protecting against exposures arising out of or in connection with this Agreement and the actions which it may take under this Agreement. Each party agrees to indemnify as to its negligence the other against liability for the negligent use of vehicles, apparatuses, or supplies including gasoline and diesel fuel under this Agreement.

f. In consideration of the services to be performed hereunder, the District shall pay BVA the amount authorized to be paid to BVA by the Town Council in adopting the annual operating budget for the District for the subject fiscal year, less the value assigned for the provision of fuel under Section 3 of this Agreement. The net amount payable to BVA will be paid in one installment no earlier than February 14th and no later than March 1st, upon presentation by BVA of a properly executed Town claim voucher submitted to and approved by the Town Supervisor.

4. Compensation

In consideration of the furnishing of its apparatus, personnel, and services in the manner detailed herein, BVA shall receive an annual compensation amount of ~~Two Hundred and Seventy-Two Thousand Dollars Three Hundred Ten Thousand (\$272,000310,000)~~, less the value assigned for the provision of fuel under section 3 of this Agreement. A portion of such compensation will cover out-of-pocket expenses that Town residents would be obligated to pay for any bill for

ambulance services, including all coinsurance amounts that residents would otherwise be responsible to pay. In the event this Agreement is terminated by either party prior to December 31, 20182019, pursuant to the provisions of Paragraph 10 hereof, BVA shall refund to the Town the pro rata share of the compensation previously paid for the year in which termination occurs.

5. Financial Procedures

a. BVA shall diligently continue its voluntary fund-raising drive(s) and third party billing, provided however that BVA agrees that it will not bill any amount of money, including a co-payment not covered by insurance, Medicare or Medicaid coverage, costs for ambulance service provided to Town residents during the terms hereof. Any statement of charges provided by BVA or its billing company to a Brighton resident shall clearly state that "NO PAYMENT IS DUE" and shall be in the form of the statement attached to this Agreement. BVA shall promptly refund to any and all Brighton Residents all funds paid by a Brighton Resident to BVA or its billing company for ambulance service fees and/or co-payments. BVA shall designate an individual in its employ to field and respond to inquiries from Brighton residents regarding statements of charges and invoices, and shall provide the identity and contact information of said individual to the Town Supervisor.

b. As part of the Town's annual budgeting process, BVA agrees to:

- (i) abide by the budget preparation and review schedule of the Town,
- (ii) to provide a "line item" operating budget proposal with explanation and justification for each line item,
- (iii) to provide and annually update a five-year capital plan as part of the budget preparation process,

(iv) to attend all budget "workshops", public hearings, and Town Board meetings as determined appropriate by the Town to respond to questions of the Town Board, Administration, and general public served in the District by BVA.

c. In the event that operating revenues exceed operating expenditures in any given year, even after budgeted transfers to reserve accounts have been made, BVA may retain such surplus operating funds.

d. BVA agrees that it will submit to the Town, no later than March 31st of each year, an audited financial statement for the previous fiscal year, prepared and certified by a certified public accountant, and BVA shall pay the costs of the same.

6. Other Reporting Requirements

BVA shall annually prepare and present to the Town Board no later than March 31st (at a regularly scheduled Town Board meeting) a narrative and statistical report describing operations during the previous fiscal year, including but not limited to data on the number and types of calls received and responded to, a calculation of the average response time experience, mutual aid activity, and a list of BVA's current officers and directors.

7. Audits

BVA agrees to allow the Town to conduct periodic audits of its financial records, as deemed necessary and advisable by the Town.

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8. Indemnification and Insurance

a. BVA agrees to protect, defend, indemnify and hold the Town and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character, including the amount of judgments, penalties, interest, court costs and legal fees incurred by the Town in defense of same, arising in favor of any party, including governmental agencies or bodies, on account of claims, liens, debts, personal injuries, including personal injuries sustained by employees of the Town, death or damage to property, including property of the Town, and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to the services which BVA hereby agrees to provide, hereafter all jointly being referred to as "claims".

b. Notwithstanding the foregoing, BVA shall not be liable, nor shall BVA have to indemnify the Town or hold the Town harmless for claims resulting from the sole negligence of the Town.

c. The Town shall give BVA prompt notice of every claim received by the Town for which claim BVA is, in whole or in part, liable.

d. BVA, at its sole expense, agrees to investigate, handle, respond to, or provide defense for and defend any claim made against the Town for which claim BVA is claimed to be in whole or in part, liable, and BVA agrees to bear all other costs and expenses related thereto even if such claim is groundless, false, or fraudulent.

e. BVA shall maintain insurance to protect the Town and BVA from and against any

and all claims, injury or damage to persons or property, both real and personal, arising from the services herein contracted for such types and in such amounts as is customarily maintained by volunteer ambulance companies serving comparable communities, all as reasonably approved by the Town.

f. BVA shall obtain and maintain, at its sole expense, and at a minimum, the following insurance coverage:

1. Comprehensive General Liability with an each occurrence limit of \$1,000,000 and \$2,000,000 aggregate for bodily injury and property damage. Such coverage is to include contractual liability and errors and omissions coverage.
2. Automobile Liability with a limit of \$1,000,000 for bodily injury and property damage including mutual aid coverage.
3. Excess Umbrella Liability with a combined single limit of at least \$2,000,000 for bodily injury and property damage.
4. Workers Compensation Benefits with mandatory limits of coverage.

g. The Town shall be named as an additional named insured on each policy.

h. BVA shall obtain and maintain the required insurance coverage in such forms and with such insurance carriers as are approved by the Town, and the Town shall not unreasonably withhold such approval. BVA will provide and furnish to the Town certificates of

insurance showing the above required insurance to be in full force and effect.

i. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon sixty (60) days written notice, by certified mail, return receipt requested, to the Town.

j. The form and substance of the insurance provided by BVA to the Town may be reviewed and is subject to the approval of the Town Attorney.

9. Status of BVA

BVA expressly agrees that its status is that of an independent contractor, and that none of its officers, directors, or members are employees of the Town by virtue of this Agreement.

10. Term

This Agreement shall be effective from January 1, 20182019 to and including December 31, 20182019 and it shall be renewed upon the same basis each year thereafter for an additional term of one year, except that the amount of said contract, and fuel to be included therein, shall be set pursuant to the public budget process of the Town, unless one of the contracting parties shall notify the other in writing sent by personal delivery, or by certified mail return receipt requested, on or before October 1st that it elects to terminate this Agreement on December 31st of that year. If this Agreement shall be deemed to continue pursuant to the terms of the preceding sentence, the parties agree to execute and deliver an amendment incorporating an amended contract amount, and such other changes in terms and conditions as are agreeable to both parties.

This Agreement may also be terminated by either party upon ninety (90) days written

notice provided by the party wishing to terminate the Agreement to the other party, such written notice sent by personal delivery, or by certified mail return receipt requested, in the event that either (a) BVA ceases all or substantially all operations or announces its intention to do so, or (b) BVA is in default hereunder which default is not cured within such ninety (90) day period.

11. Assignment

BVA shall not assign, transfer, or convey any right, title, or interest in this Agreement or any part thereof without the previous approval in writing of the Town.

12. Vehicle Acquisition

In addition to the foregoing, the District has previously purchased ambulance vehicles, and it is the District's present intention to purchase additional vehicles for use of the BVA in providing services to the District. In consideration, BVA agrees and understands that it shall be responsible to house, operate, repair and maintain the Vehicles, so as to provide services hereunder and maintain the Vehicles in good operating order, and in compliance with all of the provisions of all warranties provided on the Vehicles by its manufacturer and/or equipment provider. Personal liability and/or property and casualty insurance with respect to such Vehicles shall, at the District's sole option, be maintained by the District or may be the responsibility of BVA if the District so desires. In the event BVA is responsible for such insurance, it shall be for amounts of coverage consistent with that maintained by the Town of Brighton on other emergency response vehicles. The cost of such insurance, if obtained by the District, shall be invoiced to BVA by the District, and paid within thirty (30) days after the date of such invoice, or, but only if

so directed by BVA, deducted ~~form from~~ the funds paid to the BVA under this Contract through the Town's budget process.

BVA intends to retain use of five (5) of the District's ambulances; four (4) active and one (1) in reserve as a back-up. Upon the acquisition of any new ambulances, older ones will be taken out of service and returned to the District for disposal. BVA and the Town hereby agree that BVA may continue the arrangement to house one of the older current ambulances vehicles at a remote location to be mutually agreed by BVA and the Town as a backup vehicle, available for use when one or more of the ambulances are unavailable. BVA will not staff the West Henrietta Road Fire House, and will otherwise adhere to the requirements of this Section 12 to operate, repair, maintain and insure such vehicles during the term hereof. Also, the 2009 Chevy Tahoe Fly Car will be owned by the District and treated in the same manner as the District owned ambulances.

100

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

TOWN OF BRIGHTON

By: _____
Supervisor

Date: _____

Attest: _____ Date: _____
Town Clerk

BRIGHTON VOLUNTEER AMBULANCE, INC.

By: _____ By: _____
Secretary President

Date: _____ Date: _____

11a



Town of
Brighton

Finance Department

Paula Parker
Director of Finance

December 4, 2018

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

RE: 2009 Chevy G4500 Road Rescue Ambulance declared as Surplus

Dear Board Members:

I am recommending that Your Honorable Body declare one 2009 Chevy G4500 Road Rescue Ambulance (VIN: 1GBKG316291149207) as surplus to be sold at either an online municipal auction or the regular auction held in the Spring of 2019. The asset data sheet is attached for your information.

The Brighton Volunteer Ambulance will deliver this vehicle to the Highway Department where it will be held until auction.

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

Sincerely,

Paula Parker
Director of Finance

LIVE* Town of Brighton *LIVE
Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
149207	K104	AMBULANCE, 2009 CHEVY G4500	FIN - Finance	12/31/2009	\$159,650.00
	Item: FA - Equip & Mach	Responsible Organization: H.AMBUL.AMB09 - Capital Projects Fund, Ambulance Purchase 2009			Adjustments: \$0.00
	Recorded: Yes	G/L Distribution Profile: Pub Safety - Equipment			Depreciation: \$159,650.00
	Reporting Category: Capital	Capitalization Date: 12/31/2009			Net Book Value: \$0.00
	Accounting Category: Governmental	Depreciation Status: Fully Depreciated			Estimated Salvage Value: \$0.00
	Active: Yes	Depreciation Method: Straight Line			Depreciable Base: \$0.00
	Inactive Reason:	Asset Life in Months: 60			
	Asset Special Use: None	Manufacturer: CHEV			
	Method of Acquisition:	Model Number: G4500			
	Original Acreage: 0.0000	Serial Number: 1GBKG316291149207			
	Responsible ASSET Employee: MANAGER	Model Year: 2009			
	Assigned To Employee:	Warranty Expiration Date:			
	General Location: SA-AMBUD DIST	Barcode Number:			
	Specific Location:	Badge Number:			
	Insurance Policy:	Vehicle License Number:			
	Lease Contract:	Vehicle License Plate Type:			
		Vehicle License Expiration Date:			
Grand Total:				1 Asset	\$159,650.00