

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

**Meeting Date: Tuesday, November 5, 2019
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the October 15, 2019 meeting.
2. Approve transfer of \$ 3,780 in the Assessors budget (Assessor's Dept.) – Request from Susan Wentworth for Town Board action to approve the transfer of funds in the Assessor's budget as follows:

From: A.ASSOR.1355.4.54	Appraisal Fees	\$3,780
To: A.ASSOR.1355.2.12	Office Furniture	\$3,780

For the purchase of new filing cabinets to replace older cabinets that have reached their end of life (see letter from S. Wentworth).
3. Approve transfer of \$ 2,935 in the Information Technology budget (IT Dept.) – Request from Jeremy Lutz for Town Board action to transfer funds in the IT budget as follows:

From: A.INFO.1680.2.13	Computer Equipment	\$1,728.43
A.INFO.1680.4.15	Computer Software/Supply	406.57
A.INFO.1680.4.74	Memberships/Training	800.00
To: A.INFO.1680.2.12	Office Furniture	\$2,935.00

For the purchase of office furnishings needed for the relocation of the IT offices to the former server room and to the consolidation of the server equipment to a single space (see letter from J. Lutz).
4. Approve a policy to waive the Town fee on marriage licenses for active duty members of our Armed Forces (Clerk's Office) – Request from Town Clerk Dan Aman for Town Board action to authorize to follow suit with the State of New York and waive the Town portion of the fee on marriage licenses for all active duty members of our Armed Forces (see memo for D. Aman).
5. Approve MVP and Excellus 2020 rates and authorize related contracts – Request from Tricia VanPutte for Town Board action to approve the health insurance for both active employees and retirees (pre-65 and post-65 plans) as related to MVP and Excellus for 2020. Also authorize the Supervisor to execute any agreements as needed for these benefit plans (see letters from T. VanPutte).
6. Authorize Professional Services Agreement (renewal) for Financial Services (Finance Dept.) – Request from Paula Parker for Town Board action to authorize the Supervisor to execute a professional services agreement with Municipal Solutions, Inc. for borrowing and fiscal advising services. There is no increase in Serial Bonding fees, however Bond Anticipation Note fees did increase slightly (see letter from P. Parker).

7. Approve the NYS Snow and Ice Agreement for 2019/2020 snow season (Highway Dept.) – Request from Mike Guyon for Town Board action to approve and authorize the Supervisor to execute the 2019/2020 snow and ice control agreement with the NYS Dept. of Transportation. The term of this agreement is July 1, 2019 and ends on June 30, 2024 (see letter from M. Guyon).
8. Approve transfer of \$ 1,000 to the Farmer's Market Project in the Capital Projects fund for additional engineering services (Public Works Dept.) – Request from Mike Guyon for Town Board action to approve the transfer of \$1,000 of funds from the General Fund to the Capital Projects fund as follows:
- | | | |
|-------|---|---------|
| From: | A.DPW.1490.4.52 Engineering Services | \$1,000 |
| To: | H.PARKS.FMRKT.4.52 Engineering Services | \$1,000 |
- To fund the unforeseen engineering services that may arise during the 2019 budget year (see letter from M. Guyon).
9. Appointment of a Laborer to the Facilities Department to fill a current vacancy (Public Works Dept.) – Request from Mike Guyon to appoint a laborer to the current vacancy in the Facilities Department. Starting date effective November 18, 2019 at \$16.30 per hour for a 35 hour workweek. The 52 week probationary period will be effective as of the date of hire (see letter from M. Guyon).
10. Appointment of a Laborer to the Highway Department to fill a current vacancy (Highway Dept.) – Request from Mike Guyon to appoint a laborer to the current vacancy in the Highway Department. Starting date effective November 18, 2019 at \$18.50 per hour for a 40 hour workweek in accordance with the CSEA agreement. The 52 week probationary period will be effective as of the date of hire. All other terms a conditions as set forth in the CSEA bargaining unit agreement (see letter from M. Guyon).
11. Approve transfer of \$ 5,159 in the Highway Fund budget (Highway Dept.) – Request from Tim Anderson for Town Board action to transfer funds in the Highway budget as follows:
- | | | |
|-------|------------------------------|---------|
| From: | D.HWY.5110.2.19 Tools | \$2,955 |
| | D.HWY.5110.2.29 Equipment | \$2,204 |
| To: | D.HWY.5130.2.29 Set up Costs | \$2,879 |
| | D.HWY.5130.2.30 Equipment | \$2,280 |
- The funds are to be used to purchase a lift gate for a new pickup truck and a pick up broom for the skid steer loaders (see letter from T. Anderson).
12. Declare Highway Plow Truck and related Equipment as surplus to be sold to Brighton School District (Highway Dept.) – Request from Tim Anderson for Town Board action to declare one 1996 Mack Dump/Plow Truck, Everest front plow, Everest wing plow and material spreader as surplus. Further authorize to sell these surplus items to the Brighton Central School District for an agreed amount of \$12,000 (see letter from T. Anderson).

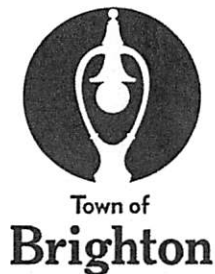
13. Authorize an amendment to the 2020 Adopted Budget to redistribute the levy in various departments as related to the increase in the refuse collection charges (Finance Dept.) – Request from Paula Parker to amend the 2020 Adopted Budget. The overall changes will NOT impact the tax cap. There will be a reallocation of \$107,175 to the Refuse Districts from the General, Highway, Library and Sewer Funds due to the refuse collection bid coming in at a greater annual amount than budgeted (see letter from P. Parker).
14. Discuss the 2020 FASC Meeting Schedule (draft attached).

****Item added on at meeting****

15. Award bid / approve contract for refuse collection to Waste Management (Public Works Dept.) – Request from Chad Roscoe for Town Board action to award the bid / approve the contract to Waste Management of New York LLC. The effective date of the contract is January 1 2020 through December 31, 2020 with four additional renewal options as the sole discretion of the Town of Brighton (see letter from C. Roscoe).

The **next regularly scheduled meeting of the FASC will be held on Tuesday, NOVEMBER 19^h, 2019 at 3:30 p.m.** in the Stage Conference Meeting Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

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



Assessor's Office

Susan Wentworth
Town Assessor

October 28, 2019

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

RE: Replace Office Filing Cabinets

Dear Honorable Town Board Members:

The Assessor's office has four 5 drawer 42" wide cabinets that were purchased in 1998 that have reached the end of the useful life. Facilities personnel have tried to repair the broken drawers, but they still do not function properly and have created a safety issue.

This request is to transfer \$3,780 from A.ASSOR.1355 4.54 to A.ASSOR.1355 2.12 for the purchase of replacement filing cabinets.

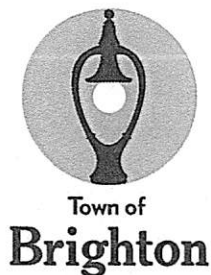
Respectfully,

Susan Wentworth
Town Assessor

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Information Systems

Jeremy Lutz
IT Director



November 5, 2019

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

RE: Budget Transfer for IT office / server relocation

Dear Board Members:

I am requesting Town Board authorization to transfer \$2,935 as follows:

FROM:	A.INFO.1680.2.13	Computer Equipment	\$1,728.43
	A.INFO.1680.4.15	Computer Software/Supply	406.57
	A.INFO.1680.4.74	Membership/Training	800.00
TO:	A.INFO.1680.2.12	Office Furniture	\$2,935.00

Transfer is to fund the office furnishings needed for the relocation of the IT offices to the former server room and the consolidation of server equipment to a single space.

Sincerely,

Jeremy Lutz
IT Director


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Office of the Town Clerk

Daniel Aman, RMC
Town Clerk & Receiver of Taxes

MEMORANDUM

To: Honorable Town Board
Attn: Finance and Administrative Services Committee
From: Daniel Aman, Town Clerk and Receiver of Taxes 
Date: October 16, 2019
Subject: marriage license fee waiver

Governor Cuomo recently signed a law waiving the New York State fee on marriage licenses for active duty members of our Armed Forces. This change to Domestic Relations Law also provided the opportunity for Towns to waive the Town portion of that license fee as well. I am hereby requesting that the Town Board pass a resolution implementing this fee waiver.

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

Cc: Bridget Monroe

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Personnel Department



Tricia Van Putte
Director of Personnel

October 21, 2019

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

Re: Health Plan Renewals for 2020

Dear Board Members:

Attached are the proposed renewal rates and plan summaries for 2020 for the health plans that are currently being offered through the Town to eligible employees and retirees.

I am recommending that the Town Board authorize the renewal of the current health plans, including the \$3,000/\$6,000 High Deductible Health Plan along with a Health Savings Account contribution to eligible active non-represented Town employees and authorize the Supervisor to sign any related documents with MVP. Regarding the Health Savings Account contributions, I am recommending that the contributions for 2020 remain as is: \$800.00 single, \$1,600.00 2-person and \$2,000.00 family with 25% of the amount being contributed in January and the remaining balance distributed equally over the remaining payroll pay periods.

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
Director of Personnel

CC: P. Parker

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2020 FLMHIT Renewal Rates

Includes New HDHP Option

The 2020 negotiated renewal is **-3.95%**

(-7.25% claims + 2.5% ACA HIT tax + 0.8% NY State new benefit mandates for 2020)

CURRENT 2019 Monthly Rates

2019 Active Employees & Pre-65 Retiree Rates

	High Plan	Mid Plan	Core Plan	Hybrid Plan	N/A	HDHP 1800	HDHP 3000	HDHP 6000
Single	\$984.75	\$847.45	\$812.84	\$718.99	N/A	\$556.11	\$535.67	\$454.84
2 Person	\$2,215.78	\$1,906.82	\$1,828.95	\$1,617.78	N/A	\$1,251.29	\$1,205.31	\$1,023.44
Family	\$2,592.11	\$2,230.68	\$2,139.59	\$1,892.55	N/A	\$1,463.81	\$1,410.02	\$1,197.26

Closed

NEW 2020 Monthly Rates

2020 Active Employees & Pre-65 Retiree Rates

	High Plan	Mid Plan	Core Plan	Hybrid Plan	HDHP 1400	HDHP 1800	HDHP 3000	HDHP 6000
Single	\$984.75	\$813.59	\$780.30	\$690.24	\$593.03	\$533.88	\$514.25	\$454.83
2 Person	\$2,215.77	\$1,830.63	\$1,755.75	\$1,553.09	\$1,334.37	\$1,201.27	\$1,157.11	\$1,023.40
Family	\$2,592.10	\$2,141.55	\$2,053.94	\$1,816.87	\$1,561.00	\$1,405.29	\$1,353.64	\$1,197.21
Variance to 2019	0.00%	-4.00%	-4.00%	-4.00%	N/A	-4.00%	-4.00%	0.00%

Closed

-24% below Core Plan



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WE MAKE YOUR PEOPLE OUR BUSINESS 9



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Personnel Department

Tricia Van Putte
Director of Personnel

October 21, 2019

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

Re: Medicare Health Plan Renewals for 2020

Dear Board Members:

Attached are the renewal rates and plan summaries for 2020 for the Medicare Health plans that are currently offered through the Town to eligible post-65 retirees and post-65 retiree spouses.

I am recommending that the Town Board authorize these plan options for 2020 and authorize the Supervisor to sign any related documents with the insurance carriers, Excellus BCBS and MVP Health Care.

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
Director of Personnel

CC: P. Parker

Town of Brighton 2019 vs. 2020 Monthly Premiums for Post-65 (Medicare) Plans

Coverage	2019 Monthly Premium	2020 Monthly Premium	\$ change	% change
Medicare Blue Choice \$20 (base plan) *	\$ 269.05	\$ 289.95	\$ 20.90	7.77%
Medicare PPO Option D	\$ 332.19	\$ 357.51	\$ 25.32	7.62%
Medicare Blue PPO (Rochester) w/\$5 Rx	\$ 562.35	\$ 609.26	\$ 46.91	8.34%
Medicare Supplemental N (out of Town) w/\$5 Rx	\$ 500.57	\$ 522.53	\$ 21.96	4.39%
MVP Gold Anywhere PPO	\$ 350.34	\$ 350.34		

* base plan driving Town's cost-share

Note: the above amounts are the full-monthly premium for each plan. Your individual contribution towards the premium is based on the agreement you retired under.

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Finance Department



Paula Parker
Director of Finance

November 4, 2019

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

Re: Professional Services Agreement for Financial Services
Municipal Solutions, Inc.

Dear Honorable Town Board:

I am requesting that Your Honorable Body authorize the Supervisor to execute a renew agreement with Municipal Solutions, Inc. for professional financial services in connection with issuing bond anticipation notes, long-term bonds, and general fiscal advising services for the years 2020 and 2021. Contract will be effective December 9, 2019 through December 8, 2021. The Town has utilized the services of Municipal Solutions, Inc. for a number of years and has been very pleased with their services. Fees for each service are outlined in the attached agreement and may vary depending on the amount and type of borrowing.

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

**Municipal
Solutions, Inc.**
Municipal Financial Advisors

William Moehle, Supervisor
Town of Brighton
2300 Elmwood Ave
Rochester, New York

December 9, 2019

Dear Supervisor Moehle:

Municipal Solutions, Inc. is pleased to submit this two-year contract renewal in connection with the Town of Brighton's general financial services for your consideration and approval, to become effective at the expiration of our current contract.

Per the Municipal Securities Rulemaking Board's (MSRB) Rule G-42, we must have a current contract in place prior to work commencing. This contract must state fair market value rates and fees and be accepted by both the municipality and Municipal Solutions, Inc. We must, under rule G-42, show that we've acted in good faith with the issuer and to ensure the accuracy of representation in our contracts regarding the agreed upon scope and fees, whether the contract be a Preliminary Authorization to Proceed or a Full Contract.

The Securities and Exchange Commission (SEC) enforces the rules and regulations set by the MSRB. Municipal Solutions, Inc. is registered as a recognized municipal advisor with the SEC (MS ID #867-00383) and the MSRB (MS ID #K0173) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act).

This proposal is divided into the following parts and rates can be found in the attached Appendix B:

- I. Bond Anticipation Note Borrowing Scope of Services
- II. Long-Term Serial Bond Borrowing Scope of Services
- III. General Financial Services
- IV. Conflicts of Interest and Other Required Disclosures
- V. Miscellaneous

I. Bond Anticipation Note Borrowing Scope of Services

The following items will be completed under this portion of the contract, if appropriate:

- 1) Prepare a Notice of Sale to be used in the advertisement of the sale and, if over \$1,000,000, prepare an Official Statement.
- 2) If necessary, apply for municipal note insurance.
- 3) Prepare and convert Notice of Sale and Preliminary Official Statement files for upload to Municipal Solutions' website and electronic transfer to underwriters. Post results to website after the sale.

Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors

62 Main Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-394-4092
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

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- 4) Conduct the BAN sale, make recommendation on the acceptance of the bids.
- 5) Prepare, convert and arrange for distribution of the Final Official Statement.

II. Long-Term Serial Bond Borrowing Scope of Services

The following items will be completed under this portion of the contract, if appropriate:

- 1) Plan the optimum maturity date for the annual payment of the bonds.
- 2) Prepare an Official Statement based on information provided to Municipal Solutions by the Town, bond counsel and other third parties.
- 3) Prepare a Notice of Sale to be used in the advertisement of the issue in compliance with the official compilation of codes, rules and regulations of the NYS Comptroller and the NYS Local Finance Law, and coordinate with bond counsel.
- 4) Complete the required debt statement and file with the state comptroller.
- 5) Apply for a credit rating.
- 6) Qualify the issue for municipal bond insurance.
- 7) Prepare and convert Notice of Sale and Preliminary Official Statement files for upload to Municipal Solutions' website, electronic transfer to underwriters and submission of Notice of Sale to the Bond Buyer. Post results to website after the sale.
- 8) When appropriate, qualify the issue to receive bids electronically using the IPREO electronic bidding platform. Conduct the sale and make a recommendation on the acceptance of the bids. Coordinate the closing with bond counsel, Town attorney, the successful bidder and the Depository Trust Company (if necessary).
- 9) Prepare, convert and arrange for distribution of the Final Official Statement.

III. General Financial Services

General financial services that are made available to the Town include:

- 1) Attend construction or other meetings, prepare reports on financial matters of the Town, assist with project and pre-referendum planning, long range and other planning issues, as required.
- 2) Assist the Town in the preparation of financial information that may be used for public discussion or presentation to the bond rating agencies and investors.
- 3) Assist in the development of an operating budget, cash flow and operating expenses and offsetting revenue forecasts.
- 4) Complete a time-frame calendar for all items to be completed in connection with an anticipated borrowing.

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- 5) Prepare various maturity schedules for Town officials to determine repayment of anticipated borrowed funds for planning purposes.
- 6) Advise on the timing, amount and maturity of an anticipated borrowing.
- 7) Coordinate board adoption of the bond resolution and other legal documents that may be required.
- 8) Assist with debt service requirements for budgeting purposes.
- 9) Application to secure CUSIP numbers for borrowings, as required.
- 10) Convert financial documents into useable formats for processing, if necessary.
- 11) Compliance with IRS, MSRB and SEC regulations, reviews and updates.
- 12) Provide other financial consulting services as may be requested by the Town.

General Financial Services will be billed at the current hourly rate plus reimbursable expenses (see Appendix B).

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses. Invoices will be submitted periodically.

IV. Conflicts of Interest and Other Required Disclosures

Rule G-42 of the Municipal Securities Rulemaking Board requires us to provide you with certain disclosures regarding conflicts of interest and other required disclosures (the "Disclosures"). Those Disclosures are attached hereto in Appendix A. We further covenant and agree to provide to the Town updated Disclosures as required by Municipal Securities Rulemaking Board Rule G-42 to the extent any arise after the date of this letter. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this letter to the same extent as if set forth herein.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

V. Miscellaneous

A separate contract for Continuing Disclosure Updates per the Securities Exchange Commission (SEC) dated October 2, 2018 was previously submitted and accepted by the Town.

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Brighton, T. / W. Moehle

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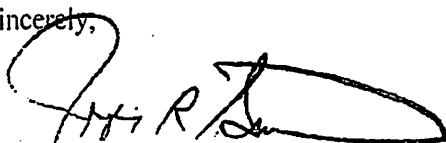
December 9, 2019

This contract shall be effective for a period of two (2) years from the date of issuance. Upon acceptance of this proposal, please execute and return one copy to our LeRoy office located at 62 Main Street, LeRoy, New York 14482 following the next Board meeting. The terms set forth above are subject to change if we do not receive a signed contract within 30 days. You have the right to terminate this contract for any reason at any time.

We agree to promptly amend or supplement this letter to reflect any material changes or additions to the agreement evidenced by this letter.

If you should have any questions concerning this proposal, please do not hesitate to contact me. We look forward to our continued working relationship with the Town.

Sincerely,



Jeffrey R. Smith, President
Certified Independent Professional Municipal Advisor

JRS/kcs

**Town of Brighton, New York
Contract Dated December 9, 2019
General Financial Services
Accepted by:**

Signature: _____

Name/Title: _____

Date: _____

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APPENDIX A

TOWN OF BRIGHTON, NEW YORK Contract Dated December 9, 2019 General Financial Services

DISCLOSURE OF CONFLICTS OF INTEREST

Municipal Securities Rulemaking Board Rule G-42 requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

We have determined, after exercising reasonable diligence, that we have no known material conflicts of interest that would impair our ability to provide advice to the Town in accordance with our fiduciary duty to municipal entity clients. The attached paragraphs outline areas of potential conflicts of interest we have reviewed to make this no material conflict of interest determination.

Our proposal includes compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which Municipal Solutions, Inc. is providing advice, the potential conflicts that could occur as a result of this pricing compensation are outlined below.

FORMS OF COMPENSATION AS POTENTIAL CONFLICTS

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable

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monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement - Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds). This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.

From time to time Municipal Solutions, Inc. does provide municipal advisory assistance to surrounding municipalities including, but not limited to the Town of Pittsford and the Town of Webster. Municipal Solutions, Inc. is not aware of any material conflicts of interest that this relationship would bring to our fiduciary responsibility to the Town as of the date of this Agreement. If Municipal Solutions, Inc. becomes aware of any conflict of interest that could that could interfere with our fiduciary obligations to the Town, Municipal Solutions, Inc. will notify the Town that a conflict has been identified and we will meet with the Town to discuss the impacts of the conflict and possible methods to resolve the identified conflict areas.

RELIANCE ON OUTSIDE INFORMATION

In formulating our recommendations as it comes to the issuance of municipal securities, we often have to rely on information provided by outside sources such as engineering firms, architectural firms, CPAs, attorneys, and other professional entities, as well as the municipality itself. We must rely on the expertise and professional knowledge of these entities in that the information they are providing is reasonable and correct. As part of our fiduciary duty to our clients, we will do our best to make sure this is the case. If we feel that the information provided to us is inaccurate, inconsistent or incomplete, we will ensure to tell you before providing any recommendations based on the material.

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LEGAL OR DISCIPLINARY EVENTS

Municipal Solutions, Inc. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration we are required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Municipal Solutions, Inc. Pursuant to MSRB Rule G-42, Municipal Solutions, Inc. is required to disclose any legal or disciplinary event that is material to the Town's evaluation of Municipal Solutions, Inc. or the integrity of its management or advisory personnel.

We have determined that no such event exists.

Copies of Municipal Solutions, Inc. filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Municipal Solutions, Inc. or for our CIK number which is 0001612999.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

bi.

APPENDIX B

MUNICIPAL SOLUTIONS, INC. FEE SCHEDULE – 2019

Bond Anticipation Notes

Revenue Anticipation Notes

Tax Anticipation Notes

Under \$500,000 (NOS only)	\$1,550	(+ \$500 if no prior issue within 3 years)
\$500,000 – 999,999 (NOS only)	\$2,100	(+ \$500 if no prior issue within 3 years)
\$1,000,000 or more (No OS)	\$2,400	(+ \$500 if no prior issue within 3 years)
\$1,000,000 or more with OS	Base fee \$4,400	(+ \$500 if no prior issue within 3 years)
	Plus \$175 per million (rounded up to next million)	

Serial Bonds

Under \$1,000,000 (NOS)	\$3,500	
Under \$1,000,000 (No OS, w/ Statement of Financial and Operating Information)	\$4,500	(+ \$500 if no prior issue within 3 years)
With OS (any amount)	Base fee \$8,000	(+ \$500 if no prior issue within 3 years)
\$1,000,000 - \$1,999,999	Plus \$500	
\$2,000,000 - \$5,000,000	Additional \$125 per million (rounded up to next million)	

Hourly Rate *

\$130

* Please note that if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses.

Expenses

Expenses include copies, postage, mileage at the IRS prevailing rate, travel and, if applicable, official statement printing, website fees and any incidental costs.

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APPENDIX B

**MUNICIPAL SOLUTIONS, INC.
FEE SCHEDULE – 2019**

**Bond Anticipation Notes
Revenue Anticipation Notes
Tax Anticipation Notes**

Under \$500,000 (NOS only)	\$1,550	(+ \$500 if no prior issue within 3 years)
\$500,000 – 999,999 (NOS only)	\$2,100	(+ \$500 if no prior issue within 3 years)
\$1,000,000 or more (No OS)	\$2,400	(+ \$500 if no prior issue within 3 years)
\$1,000,000 or more with OS	Base fee \$4,400	(+ \$500 if no prior issue within 3 years)
	Plus \$175 per million (rounded up to next million)	

1900

2200

Serial Bonds

Under \$1,000,000 (NOS)	\$3,500
Under \$1,000,000 (No OS, w/ Statement of Financial and Operating Information)	\$4,500 (+ \$500 if no prior issue within 3 years)
With OS (any amount)	Base fee \$8,000 (+ \$500 if no prior issue within 3 years)
\$1,000,000 - \$1,999,999	Plus \$500
\$2,000,000 - \$5,000,000	Additional \$125 per million (rounded up to next million)

Hourly Rate *

\$130

* Please note that if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses.

Expenses

Expenses include copies, postage, mileage at the IRS prevailing rate, travel and, if applicable, official statement printing, website fees and any incidental costs.



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Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

November 1, 2019

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

re: Snow and Ice Control Agreement
with the New York State Department of Transportation (NYSDOT)
2019/2020 Season

Dear Chairperson DiPonzio and Committee Members:

The Town of Brighton provides snow and ice control for local New York State highways via an agreement with the New York State Department of Transportation (NYSDOT). The Office of Transportation Maintenance is undergoing some changes regarding the procedures and administration of this Municipal Snow & Ice Agreement and has revised the contract language. As a result, extensions for the 19/20 season for the current agreements will not be issued and a new Municipal Snow and Ice Agreement must be executed. A copy of the new agreement is attached for your reference. The major changes to this agreement include:

- An initial agreement term of five years instead of three.
- Extensions will no longer be done on a yearly basis in perpetuity. Each contract will be allowed a maximum of three consecutive extensions of five years each, for a maximum contract life of twenty years. After twenty years, if the municipality and DOT wish to continue the agreement, a new contract will be created.
- A season's estimated expenditure will no longer be based on old costs. The estimated expenditure must be based on the current year's costs.
- Index adjustments will be based on the current year's estimated expenditure instead of whatever the "most recent approved extension" is at the time of processing.
- Municipalities will no longer need to submit a Snow & Ice Voucher to the Main Office for Time & Materials Contracts to receive interim payments. This payment will be made automatically in December.

At this time, I am requesting that FASC authorize the Supervisor to execute the documents associated with the new agreement subsequent to the Town attorney's review of the agreement.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled November 5, 2019 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

attachments

cc: T. Anderson
S. Zaso
A. Banker
B. Monroe
K. Gordon

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Contract #	Municipality	Region #
D014786	Town of Brighton/Monroe County	4

MUNICIPAL SNOW AND ICE AGREEMENT

IMPORTANT: Please check ONLY ONE of the reimbursement options below:

☐ Time and Materials (Conventional) ☐ Fixed Lump Sum ☐ Indexed Lump Sum

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of _____
Title

the Town of Brighton (hereinafter referred to as "MUNICIPALITY") as follows:
Town, Village, City or County Municipality

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

1. The term of this Agreement shall be for five years commencing **July 1, 2019 and ending June 30, 2024**. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.
2. The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, as published on the NYSDOT website at the time of contract execution and are incorporated herein by reference. This document is located at: <https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice>
3. In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER'S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER'S judgment, shall be for the best interest of the public.

4. The MUNICIPALITY may enter into a contract with another municipality for the performance of the work of said control of snow and ice as a subcontractor of the MUNICIPALITY, provided that such MUNICIPALITY shall first obtain the consent therefor from the COMMISSIONER. The MUNICIPALITY, as an agent of the State in performing the function herein delegated to it by the State, shall clear such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the COMMISSIONER to be in the best interest of the public, such terms, guidelines, policies and procedures (a) having been submitted to and examined by the governing body of said MUNICIPALITY, prior to or simultaneously with the execution and delivery of this Agreement are hereby made part hereof, and (b) being subject to change or modification from time to time by the COMMISSIONER after consultation and negotiation with the municipality as the COMMISSIONER deems it necessary for the best interest of the public, it being understood by the parties hereto that notice of any such change or modification shall be mailed by the COMMISSIONER to the MUNICIPALITY and shall, according to the provisions hereof, be deemed to be thereupon accepted by the MUNICIPALITY and made a part hereof, except that in the event the MUNICIPALITY does not concur with the modification, the MUNICIPALITY may submit a letter of dispute to the COMMISSIONER within 10 business days after receipt of the notice, setting forth the reason for the non-concurrence. The COMMISSIONER shall then, within 10 business days, arrange for a meeting between representatives of the COMMISSIONER and the MUNICIPALITY to be held as soon as practicable to resolve the matter. In the event the matter cannot be resolved, the COMMISSIONER may unilaterally impose the modification, and the MUNICIPALITY shall comply. In that event, the MUNICIPALITY may, if it so elects, notify the COMMISSIONER that this Agreement is terminated, effective not less than one year after the date of receipt of the notice by the COMMISSIONER. The COMMISSIONER may, however, shorten this period to not less than 30 days, if the COMMISSIONER deems it in the public interest.
5. In the event that snow fence installation and removal is part of the agreement, the MUNICIPALITY shall obtain necessary permission from the landowners affected and shall erect snow fences at suitable locations on such highways where designated by the COMMISSIONER and shall also remove such snow fences pursuant to said guidelines, policies and procedures.
6. The MUNICIPALITY shall (a) designate and hereby does designate the Superintendent of Highways of the MUNICIPALITY as the representative of the MUNICIPALITY who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement, (b) provide the necessary machinery, tools, materials and equipment to perform the terms of this Agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, and (d) furnish abrasives, chemicals or other similar materials at such locations as may be designated by the COMMISSIONER and in such quantities as may be necessary for the performance of this Agreement, to be applied in the manner and in such quantity as may be directed by the COMMISSIONER, provided, however, the COMMISSIONER with the concurrence of the municipality may furnish for use under this Agreement such snow fence, materials, chemicals and abrasives as he may deem desirable and in the best public interest, and he shall notify the MUNICIPALITY on or before August 1 of each year as to the kind and amount of such items as are to be furnished for the following winter season.
7. The COMMISSIONER shall furnish the MUNICIPALITY with a suitable map which shall delineate the State Highways within and in the vicinity of the boundaries of the MUNICIPALITY and shall show distinctively, the State Highways or parts thereof that are affected by this Agreement. For each year of the term of the Agreement, or for any extended term thereof, the maps shall be modified to show the changes, if any, to the State Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the COMMISSIONER and the MUNICIPALITY.
8. Whenever directed by the COMMISSIONER, the MUNICIPALITY shall include in the work delegated to be performed under this Agreement any bridges or highways that cross into an adjacent municipality or municipalities after consultation with the effected municipalities.
9. In consideration of the performance of the MUNICIPALITY, the STATE agrees to pay the MUNICIPALITY each year during the term of this agreement \$_____ for _____ lane miles for each average season. This figure shall be known as the estimated expenditure. This estimated expenditure may be adjusted annually by the COMMISSIONER under this Agreement based upon demonstrated increases or decreases in the cost of performing the work or due to increases or decreases in lane miles on which work is performed. Such adjustments will require an Amendment to this Agreement. **The total contract value for the term of this agreement is \$_____.** The COMMISSIONER, however, reserves the right to reduce the amount of the estimated expenditure set forth herein if the monies available to the Department for control of snow and ice are not sufficient to meet the anticipated expenditures for this program. In the event of such an occurrence, the COMMISSIONER shall notify the

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MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. **This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts:** The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: Labor _____%, Materials _____% and Equipment _____. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/negotiation with the MUNICIPALITY in writing, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.
11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).
12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.
14. Below is a listing of all documents forming this agreement:
 - a. Agreement Form – this document titled “Municipal Snow and Ice Agreement”
 - b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
 - c. Appendix “A” – New York State Standard Clauses for New York State Contracts
 - d. Appendix “A-1” – Supplemental Title VI Provisions (Civil Rights Act)
 - e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
 - f. Attachment Map – defining the municipality’s work limits that satisfies the requirements in Section 7 of this Agreement

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Agency Certification Contract No. **D014786**

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

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

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
for Commissioner of Transportation

BY _____

Dated _____

Dated _____

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Monroe)

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

Notary Public

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AGREEMENT CALCULATION/ADJUSTMENT WORKSHEETS

19/20 Snow & Ice Season
New Contract # D014786
Contract Period: 7/1/2019 to 6/30/2024

PREVIOUS CONTRACT INFORMATION

Municipality	Town of Brighton	Contract	D012050
County	Monroe	Region	4

2016/17 Season's Estimated Expenditure		\$201,694.24
	2016/17 Actual Paid*	\$176,616.02

2017/18 Season's Estimated Expenditure		\$221,323.33
	2017/18 Actual Paid*	\$269,723.11

2018/19 Season's Estimated Expenditure		\$227,731.90
	2018/19 Actual Paid*	\$212,473.86

3-Year Average (based on Actual Paid)		\$219,604.33
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**Actual Paid amounts include any adjustment payments beyond the estimated expenditure made during or after that season's end (i.e, index adjustments for winter severity, reasonableness review adjustments, etc).*

NEW CONTRACT INFORMATION

CONTRACT # D014786

3-Year Averages					\$219,604.33	
%	Labor	47.12%	Materials	28.04%	Equipment	24.84%
Value	\$ 103,470.24		\$ 61,584.37		\$ 54,549.72	

LABOR*

Labor Portion of 3-Year Average	\$ 103,470.24
% Labor Increase/Decrease for 2019/20 Season	x %
Additional/Less Labor Costs for 2019/20	

Labor Portion of 2019/20 Season's Estimated Expenditure	
--	--

* Attach Municipality's certification of applicable labor cost increase

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MATERIALS

Materials Portion of 3-Year Average

\$ 61,584.37

	% Materials	2018/19 Total Material \$	I. Proportionate \$ Amount	Current Price Per Unit	2018/19 Extension Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100%	\$ 61,584.37	\$ 61,584.37	\$50.52	\$49.09	\$1.43	2.91%	\$1,793.96
Sand								
Other								
Materials Total								\$63,378.33

Materials Portion of 2019/20 Season's Estimated Expenditure	\$63,378.33
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EQUIPMENT

Equipment Portion of 3-Year Average

\$ 54,549.72

% Equipment Increase/Decrease for 2019/20 Season

x 3.78%

Additional/Less Equipment Costs for 2019/20

\$2,061.98

Equipment Portion of 2019/20 Extension's Estimated Expenditure	\$56,611.70
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SUMMARY OF COSTS

2019/2020 Estimated Expenditure Breakdown						
%	Labor		Materials		Equipment	
Value						

2019/20 SEASON ESTIMATE (Labor + Materials + Equipment)	
Total Base Estimate for Contract (Total Contract Value) (19/20 estimate multiplied by 5)	

Recommended by: _____ Approved by: _____
Resident Engineer S&I Program Manager

FOR NEW/CONTINUING INDEXED LUMP SUM AGREEMENTS ONLY

Indexed lump sum snow and ice contracts require the use of a “permanent divisor,” or PD. This number is the average of the number of miles plowed (also known as J-miles) over the previous 3 years by the NYSDOT Residency that would otherwise be responsible for plowing the roads being contracted to the municipality in this agreement. The PD number would, for the purposes of this agreement, constitute an “average” winter for the entire life of this agreement (20 years maximum), only being reset when a new contract is established.

At the end of each winter, the actual total of J-miles plowed would be compared against the PD to determine a winter severity index. An index of less than 0.67 would be considered a light winter, 0.671 to 1.000 more toward average, and greater than 1 would be considered a severe winter. More details can be found in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, Section 4.5.

For these agreements, J-mile totals are calculated by the following formula:
J01 Miles + J02 Miles + (J03 Miles multiplied by 2)

If the prior contract was an index lump sum contract, the information below indicates the J-mile totals NYSDOT Main Office has on record for the previous 3 seasons, with a suggested new Permanent Divisor. Also, for purposes of calculating the winter severity index, the number of Lane Miles the appropriate NYSDOT residency is responsible for needs to be known. Please verify the numbers for accuracy. If the prior contract was not an index lump sum contract, please write down the values where indicated.

16/17 J-Mile Total	108,796	16/17 Lane Miles	424
17/18 J-Mile Total	165,031	17/18 Lane Miles	424
18/19 J-Mile Total	127,143	18/19 Lane Miles	424
3-Year Average (New Permanent Divisor)	133,657	19/20 Lane Miles (not an average)	

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

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any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

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opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

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the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

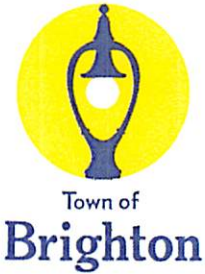
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APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



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Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

October 23, 2019

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

Re: Town of Brighton Winter Farmer's Market
Transfer of Funds

Dear Councilperson DiPonzio and Committee Members:

The 2019 budget includes \$3,125 that is reserved to fund unforeseen engineering services that may arise during the budget year. We are requesting to transfer \$1,000 from this fund, A.DPW.1490 4.52, to the Winter Farmer's Market capital fund account H.Parks.FMRKT 4.52. This funding will be used to hire an outside consultant to review and critique the revised site plan for the Winter Farmer's Market project. The latest site plan is the result of Town staff developing a layout that is cost effective while maintaining the original character of the project.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled November 5, 2019 meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

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

Cc: Paula Parker
Rebecca Cotter
Evert Garcia



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Highway Department

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

Tim Anderson
Deputy Highway
Superintendent

November 1, 2019

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

Re: Transfer of funds: Equipment Attachments

Dear Chairman Diponzio and Committee Members:

I recommend that a transfer be approved from the following:

Highway – Road Repair – Tools (D. HWY.5110 2.19) in the amount of \$2,955
And
Highway – Road Repair – Highway Equipment (D. HWY.5110 2.29) in the amount of \$2,204

To the following:

Highway – Machinery – Vehicle Setup Costs (D. HWY.5130 2.29) in the amount of \$2,879
And
Highway – Machinery – Highway Equipment (D. HWY. 5130 2.30) in the amount of \$2,280

The funds are proposed to be used to purchase a lift gate to go on the back of a new highway pickup truck and a pickup - broom attachment for the skid steer loaders. 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



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Highway Department

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

Tim Anderson
Deputy Highway
Superintendent

November 1, 2019

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

Re: Authorize Disposal of Equipment

Dear Chairman Diponzio and Committee Members:

I recommend the disposal of certain Highway Department equipment as listed below. The items listed are no longer needed or able to support departmental operations.

1996 Mack Dump/Plow Truck	Asset #019797
Everest Front Plow	Asset #3766
Everest Wing Plow	Asset #3767
Material Spreader (Town made)	No Asset Number

I further recommend that I be authorized to dispose of the above equipment by selling to the Brighton Central School District for an agreed amount of \$12,000.

Sincerely,

Timothy J. Anderson
Deputy Highway Superintendent

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

13a

Finance Department

Paula Parker
Director of Finance



November 4, 2019

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

Re: Amendments to the 2020 Adopted Budget

Dear Board Members:

I request that Your Honorable Body authorize and amend the previously adopted (10/23/2019) 2020 Town Budget. Due to the bid for refuse collection services coming in much higher than anticipated, the budget must be changed to accommodate these refuse collection expenses. However due to lower than anticipated healthcare premiums for the active employees and retirees the following funds can be decreased to offset the increases as follows:

Decrease expenses / tax levy in funds:

General Fund	\$ 77,145.00
Highway Fund	\$ 18,050.00
Library Fund	\$ 5,760.00
Sewer Fund	\$ <u>6,220.00</u>
Total:	\$107,175.00

Increase expenses and tax levy in funds:

Refuse Special Districts	\$107,175.00
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Detailed reductions and increases will be provided. This amendment will not impact the overall tax levy, however, this will increase the levies in the Special Refuse Districts from approximately \$231-246 (for the new districts) per unit to approximately \$257-272 (for the new districts) per unit (rates vary by each district) and decrease the three operating funds (General, Highway and Library) by \$.037875 (reducing by just over three and a third cents) per thousand from \$5.035208 to \$4.997333 per thousand.

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

TOWN OF BRIGHTON
2020 DEPARTMENT HEAD REQUEST
SUMMARY OF TOWN BUDGET, "NET" BUDGETED SPENDING, AND PROPERTY TAX LEVY

Town Fund	Authorized Appropriations	Estimated Revenues	Appropriated Fund Balance	Appropriated Reserved Fund Balance*	Amount to be Raised in Taxes
A - General Fund	\$18,393,115	\$8,351,210	\$865,000	\$85,000	\$9,091,905
D - Highway Fund	\$5,685,770	\$1,110,080	\$430,000	\$0	\$4,145,690
L - Library Fund	\$2,194,770	\$115,000	\$65,000	\$0	\$2,014,770
V - Debt Service Fund	\$36,890	\$0	\$36,890	\$0	\$0
Total All Town Funds	\$26,310,545	\$9,576,290	\$1,396,890	\$85,000	\$15,252,365
<u>Less Interfund Transfers to/from:</u>					
- Highway Fund	(\$77,210)	(\$77,210)	\$0	\$0	\$0
- Debt Service Fund	(\$36,890)	\$0	(\$36,890)	\$0	\$0
Net Town Funds Budget	\$26,196,445	\$9,499,080	\$1,360,000	\$85,000	\$15,252,365
"NET" BUDGETED SPENDING	\$26,196,445				

"Net" Budgeted Spending Comparison:

	2020 Adopted Town Budget	2019 Adopted Town Budget	Change in Dollars	Change As a Percent
"Net" Budgeted Spending	\$26,196,445	\$25,798,095	\$398,350	1.54%

Tax Levy /Rate Comparison:

	2020 Adopted Town Budget	2019 Adopted Town Budget	Increase in Dollars	Increase As a Percent
Town Budget Tax Levy	\$15,252,365	\$14,986,870	\$265,495	1.77%
Town Assessed Valuation**	\$3,029,142,869	\$3,020,631,021	\$8,511,848	0.28%
Town Budget A.V. Tax Rate	\$5.035208	\$4.961503	\$0.073705	1.49%
Town Budget Taxes for Every \$100,000 of Taxable Assessed Value	\$503.52	\$496.15	\$7.37	1.49%

* \$75,000 Appropriated from Workers Compensation Reserve; \$10,000 from Streetscape Reserve

**Total Town Taxable Assessed Valuation is as determined by the final Assessment Roll as maintained by the Monroe County Real Property Tax Office.

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TOWN OF BRIGHTON
 2020 AMENDED ADOPTED TOWN LEVY (11/13/2019)
 SUMMARY OF TOWN BUDGET, "NET" BUDGETED SPENDING, AND PROPERTY TAX LEVY

Town Fund	Authorized Appropriations	Estimated Revenues	Appropriated Fund Balance	Appropriated Reserved Fund Balance*	Amount to be Raised in Taxes
A - General Fund	\$18,315,970	\$8,351,210	\$865,000	\$85,000	\$9,014,760
D - Highway Fund	\$5,667,720	\$1,110,080	\$430,000	\$0	\$4,127,640
L - Library Fund	\$2,189,010	\$115,000	\$65,000	\$0	\$2,009,010
V - Debt Service Fund	\$36,890	\$0	\$36,890	\$0	\$0
Total All Town Funds	\$26,209,590	\$9,576,290	\$1,396,890	\$85,000	\$15,151,410
<u>Less Interfund Transfers to/from:</u>					
- Highway Fund	(\$77,210)	(\$77,210)	\$0	\$0	\$0
- Debt Service Fund	(\$36,890)	\$0	(\$36,890)	\$0	\$0
Net Town Funds Budget	\$26,095,490	\$9,499,080	\$1,360,000	\$85,000	\$15,151,410
"NET" BUDGETED SPENDING	\$26,095,490				

"Net" Budgeted Spending Comparison:

	2020 Adopted Town Budget	2019 Adopted Town Budget	Change in Dollars	Change As a Percent
"Net" Budgeted Spending	\$26,095,490	\$25,798,095	\$297,395	1.15%

Tax Levy /Rate Comparison:

	2020 Adopted Town Budget	2019 Adopted Town Budget	Increase in Dollars	Increase As a Percent	
Town Budget Tax Levy	\$15,151,410	\$14,986,870	\$164,540	1.10%	
Town Assessed Valuation**	\$3,031,899,383	\$3,020,631,021	\$11,268,362	0.37%	
Town Budget A.V. Tax Rate	\$4.997333	\$4.961503	\$0.035830	0.72%	\$0.037875
Town Budget Taxes for Every \$100,000 of Taxable Assessed Value	\$499.73	\$496.15	\$3.58	0.72%	

* \$75,000 Appropriated from Workers Compensation Reserve; \$10,000 from Streetscape Reserve

**Total Town Taxable Assessed Valuation is as determined by the final Assessment Roll as maintained by the Monroe County Real Property Tax Office.

TOWN OF BRIGHTON
2020 ADOPTED BUDGET
SPECIAL DISTRICT SUMMARY

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Special Districts	2020 Appropriations	2020 Estimated Revenues	2020 Appropriated Fund Balance	2020 Amount to be Raised in Charges	2019 Charges	Change in Dollars	Change as a Percent
SA - Ambulance Services District	\$391,700	\$1,310	\$12,000	\$378,390	\$384,385	(\$5,995)	-1.56%
SB - Business Improvement Dist. #1	\$1,630	\$0	\$100	\$1,530	\$1,655	(\$125)	-7.55%
SD - Drainage Districts	\$6,525	\$320	\$0	\$6,205	\$5,935	\$270	4.55%
SF - W Brighton Fire Protection Dist.	\$1,562,150	\$89,685	\$85,000	\$1,387,465	\$1,257,260	\$130,205	10.36%
SK - Sidewalk Districts	\$177,720	\$0	\$10,000	\$167,720	\$164,225	\$3,495	2.13%
SL - Street Lighting Districts	\$360,350	\$175	\$3,000	\$357,175	\$334,110	\$23,065	6.90%
SM - Sidewalk Snow Removal Districts	\$63,420	\$0	\$300	\$63,120	\$58,105	\$5,015	8.63%
SN - Neighborhood Improvement District	\$5,435	\$0	\$1,200	\$4,235	\$4,225	\$10	0.24%
SP - Park Maintenance Special District	\$5,165	\$0	\$1,000	\$4,165	\$4,445	(\$280)	-6.30%
SR - Refuse Collection Districts	\$954,995	\$0	\$0	\$954,995	\$890,800	\$64,195	7.21%
SS - Sanitary Sewer Districts	\$1,929,645	\$52,135	\$45,000	\$1,832,510	\$1,869,640	(\$37,130)	-1.99%
SW - Consolidated Water District	\$31,710	\$31,710	\$0	\$0	\$0	\$0	0.00%
Total Special Districts	\$5,490,445	\$175,335	\$157,600	\$5,157,510	\$4,974,785	\$182,725	3.67%

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TOWN OF BRIGHTON
2020 ADOPTED BUDGET (AS AMENDED 11/13/2019)
SPECIAL DISTRICT SUMMARY

13e

Special Districts	2020 Appropriations	2020 Estimated Revenues	2020 Appropriated Fund Balance	2020 Amount to be Raised in Charges	2019 Charges	Change in Dollars	Change as a Percent
SA - Ambulance Services District	\$391,700	\$1,310	\$12,000	\$378,390	\$384,385	(\$5,995)	-1.56%
SB - Business Improvement Dist. #1	\$1,630	\$0	\$100	\$1,530	\$1,655	(\$125)	-7.55%
SD - Drainage Districts	\$6,525	\$320	\$0	\$6,205	\$5,935	\$270	4.55%
SF - W Brighton Fire Protection Dist.	\$1,562,150	\$89,685	\$85,000	\$1,387,465	\$1,257,260	\$130,205	10.36%
SK - Sidewalk Districts	\$177,720	\$0	\$10,000	\$167,720	\$164,225	\$3,495	2.13%
SL - Street Lighting Districts	\$360,350	\$175	\$3,000	\$357,175	\$334,110	\$23,065	6.90%
SM - Sidewalk Snow Removal Districts	\$63,420	\$0	\$300	\$63,120	\$58,105	\$5,015	8.63%
SN - Neighborhood Improvement District	\$5,435	\$0	\$1,200	\$4,235	\$4,225	\$10	0.24%
SP - Park Maintenance Special District	\$5,165	\$0	\$1,000	\$4,165	\$4,445	(\$280)	-6.30%
SR - Refuse Collection Districts	\$1,062,170	\$0	\$0	\$1,062,170	\$890,800	\$171,370	19.24%
SS - Sanitary Sewer Districts	\$1,923,425	\$52,135	\$45,000	\$1,826,290	\$1,869,640	(\$43,350)	-2.32%
SW - Consolidated Water District	\$31,710	\$31,710	\$0	\$0	\$0	\$0	0.00%
Total Special Districts	\$5,591,400	\$175,335	\$157,600	\$5,258,465	\$4,974,785	\$283,680	5.70%

New



Town of
Brighton

* Add on FASC agenda

15a
Public Works Department

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

Chad Roscoe
Junior Engineer

November 5, 2019

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

Re: Town of Brighton
2020 Refuse District Services
Contract Award

Dear Councilperson DiPonzio and Committee Members:

The bid for the above referenced project was publicly advertised and publicly opened, all as required by law. Bids were received and opened on October 24, 2019 at 10:00 AM.

Multiple refuse haulers obtained the bidding documents, however, only one hauler, Waste Management of New York LLC, submitted a bid proposal. The bid requested prices for each Refuse District within the Town of Brighton. A copy of the itemized bid tab showing the prices for each district is attached for your reference. The proposed cost is \$250.56 per unit/parcel within a district.

I am requesting that FASC recommend that the Town Board award the contract to provide refuse collection within the current refuse districts to the low, responsible and responsive bidder, Waste Management of New York LLC.

The effective date of this contract is January 1, 2020 through December 31, 2020, with an option to renew up to four (4) additional twelve (12) months periods at the sole discretion of the Town of Brighton.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled November 5, 2019 meeting in the event that you have any questions regarding this matter.

Respectfully,

Chad J. Roscoe
Junior Engineer

cc: P. Parker
B. Monroe
M. Guyon

**LEGAL NOTICE
BID PROPOSAL FOR 2020 REFUSE DISTRICT SERVICES
TOWN OF BRIGHTON**

ADVERTISEMENT FOR BIDS

The Town of Brighton, Monroe County, New York will receive sealed bids for the weekly collection and disposal of solid waste and recycling from refuse districts for the year 2020.

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

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

Date: Thursday, October 24, 2019

Time: 10:00 A.M. Local Time

The work consists of collection of refuse and garbage in various districts located within the Town of Brighton.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and Specifications are available for inspection at the above location or you can download them from the Town's website (www.townofbrighton.org) under the Town Departments - Public Works - Current Bid Offerings

Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee for an amount not less than ten percent (10%) 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 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. The attention of the Bidder is called to the requirements as to the conditions of employment and the minimum wage rates to be paid under this contract.

Dated: 10/10/19
Town of Brighton

Mike Guyon, P.E.
Commissioner of Public Works
(585) 784-5225
Oc 10
78974

15c

BID TABULATION

Opening Date:

Project Name: 2020 Refuse District Services
 Contract For: Town at Large

Work Order #:
 Time: 10:00 AM

10/24/2019

COMPANY INFO

BASE BID

SECTION CHECKLIST

Company:	WasteManagement		
Contact:	Pat Martino		
Address:			
City:	State:	Zip:	
Phone:	Fax:		
email:			
website:			
Comments:			

Annual Cost per	\$ 250.56
Total	
	\$ 250.56

<input type="checkbox"/>	300-1.3 Bid Security 5%
<input type="checkbox"/>	300-1.4 Addendums
<input type="checkbox"/>	300-2.4 Signatures
<input type="checkbox"/>	410 Bid Security Form
<input type="checkbox"/>	440 EEO
<input type="checkbox"/>	450 Bidder Responsibility
<input type="checkbox"/>	470 Corporate Resolution
<input type="checkbox"/>	480 Non-Collusive
<input type="checkbox"/>	485 MacBride
<input type="checkbox"/>	490 Site Investigation

Company:			
Contact:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
email:			
website:			
Comments:			

Annual Cost per	
Total	
	\$ -

<input type="checkbox"/>	300-1.3 Bid Security 5%
<input type="checkbox"/>	300-1.4 Addendums
<input type="checkbox"/>	300-2.4 Signatures
<input type="checkbox"/>	410 Bid Security Form
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<input type="checkbox"/>	450 Bidder Responsibility
<input type="checkbox"/>	470 Corporate Resolution
<input type="checkbox"/>	480 Non-Collusive
<input type="checkbox"/>	485 MacBride
<input type="checkbox"/>	490 Site Investigation

Company:			
Contact:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
email:			
website:			
Comments:			

Annual Cost per	
Total	
	\$ -

<input type="checkbox"/>	300-1.3 Bid Security 5%
<input type="checkbox"/>	300-1.4 Addendums
<input type="checkbox"/>	300-2.4 Signatures
<input type="checkbox"/>	410 Bid Security Form
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<input type="checkbox"/>	470 Corporate Resolution
<input type="checkbox"/>	480 Non-Collusive
<input type="checkbox"/>	485 MacBride
<input type="checkbox"/>	490 Site Investigation

Company:			
Contact:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
email:			
website:			
Comments:			

Annual Cost per	
Total	
	\$ -

<input type="checkbox"/>	300-1.3 Bid Security 5%
<input type="checkbox"/>	300-1.4 Addendums
<input type="checkbox"/>	300-2.4 Signatures
<input type="checkbox"/>	410 Bid Security Form
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<input type="checkbox"/>	490 Site Investigation

Company:			
Contact:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
email:			
website:			
Comments:			

Annual Cost per	
Total	
	\$ -

<input type="checkbox"/>	300-1.3 Bid Security 5%
<input type="checkbox"/>	300-1.4 Addendums
<input type="checkbox"/>	300-2.4 Signatures
<input type="checkbox"/>	410 Bid Security Form
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<input type="checkbox"/>	470 Corporate Resolution
<input type="checkbox"/>	480 Non-Collusive
<input type="checkbox"/>	485 MacBride
<input type="checkbox"/>	490 Site Investigation

15d

BASE BID One (1) year contract with the option to renew it every year for (4) four years						
	District Name	# of Units (Homes)	Annual Cost Per Unit		Total Annual Cost	Pick up Day
			Numerals	Words		
1	Ashley Drive	23	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$5,762.88	Tuesday
2	Barclay Square Drive	72	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$18,040.32	Thursday
3	Bel-Air	328	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$82,183.68	Monday
4	Brighton Meadows	80	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$20,044.80	Thursday
5	Brittany-Markay	51	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$12,778.56	Tuesday
6	Bronsonwood	49	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$12,277.44	Wednesday
7	Colonial Village Road	27	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$6,765.12	Monday
8	Continental Drive	17	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$4,259.52	Thursday
9	Council Rock Avenue	29	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$7,266.24	Thursday
10	Coventry Green	17	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$4,259.52	Thursday
11	Dale Road East	6	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$1,503.36	Monday
12	Dunrovin	49	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$12,277.44	Thursday
13	East Avenue	70	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$17,539.20	Friday
14	Edgewood Avenue	12	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$3,006.72	Friday
15	Evans Farm	138	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$34,577.28	Friday
16	Fairhaven	64	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$16,035.84	Monday
17	Fairways	25	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$6,264.00	Wednesday
18	Far View Hill	7	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$1,753.92	Wednesday
19	Forest Hills	37	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$9,270.72	Tuesday
20	Frankland	74	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$18,541.44	Thursday
21	Gailhaven Court	10	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$2,505.60	Thursday
22	Greenaway	85	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$21,297.60	Wednesday
23	Hemingway	75	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$18,792.00	Tuesday
24	Homeacres	248	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$62,138.88	Wednesday
25	Houston-Barnard	104	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$26,058.24	Friday
26	Houston Barnard Ext. 5	1	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$250.56	Friday
27	Howland Avenue	53	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$13,279.68	Tuesday
28	Kirk-Astor	60	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$15,033.60	Wednesday
29	Klink-Burkedale	77	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$19,293.12	Tuesday
30	Ledgerock	25	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$6,264.00	Wednesday
31	Mandy-Woodgate	29	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$7,266.24	Monday
32	Maywood	62	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$15,534.72	Friday
33	Meadow View	14	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$3,507.84	Tuesday
34	Meadowbrook	374	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$93,709.44	Thursday
35	Modelane	38	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$9,521.28	Friday
36	Monroe Meadows	100	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$25,056.00	Thursday
37	Park Lane	33	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$8,268.48	Monday
38	Parkwood Avenue	32	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$8,017.92	Tuesday
39	Pelham Road	57	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$14,281.92	Thursday

15e

	District Name	# of Units (Homes)	Annual Cost Per Unit		Total Annual Cost	Pick up Day
			Numerals	Words		
40	Pickford	30	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$7,516.80	Friday
41	Rawlingswood	40	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$10,022.40	Monday
42	Rockhill	69	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$17,288.64	Thursday
43	Roselawn	437	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$109,494.72	Thurs/Fri
44	Rowlands	228	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$57,127.68	Friday
45	Schoolhouse Lane	15	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$3,758.40	Friday
46	Shalimar	52	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$13,029.12	Friday
47	South Landing Road	55	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$13,780.80	Monday
48	Spier Avenue	17	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$4,259.52	Wednesday
49	StonyBrook Drive	17	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$4,259.52	Friday
50	Struckmar	205	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$51,364.80	Tuesday
51	Thackery Road	35	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$8,769.60	Thursday
52	Thornwood Drive	9	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$2,255.04	Monday
53	Village Lane	86	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$21,548.16	Thursday
54	Warren Avenue	73	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$18,290.88	Monday
55	Westerloe Avenue	38	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$9,521.28	Tuesday
56	Whitney Lane	8	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$2,004.48	Friday
57	Willowbend	30	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$7,516.80	Friday
58	Wyatt Drive	26	\$250.56	Two-hundred fifty dollars and fifty-six cents	\$6,514.56	Monday
	Totals	4123				

Special Pricing	Numerals	Words
Price per Tire: (pick up of automotive tires. To be directly charged to resident.)	\$10	Ten Dollars *First four (4) tires annually are collected at no charge*
Bulk Pick up [cyd]: (of acceptable materials, above and beyond the reasonable amount as defined in these specifications, to be directly charged to the resident).	\$15.00	Fifteen Dollars

FROM: Waste Management of New York, LLC
(Company Name)