

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

**Meeting Date: Wednesday, November 16, 2021 (3:30 p.m.)**

**Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the November 3<sup>rd</sup>, 2021 meeting.
2. Approve new copier purchase contract with Toshiba (Town Clerk's Office) – Request from Daniel Aman, Town Clerk, for Town Board action to authorize the Supervisor to execute a lease/purchase contract via the East Suffolk BOCES contract for multiple Toshiba copiers via a 48 month purchasing agreement. The contract includes all maintenance and supplies on each machine with the exception of paper and staples, with all copies (B&W and Color) billed monthly at the agreed upon rates. (See memo from D. Aman).
3. 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 Bonds or Bond Anticipation Note fees. However the hourly rate for other services did increase from \$130 to \$135 per hour. This contract will have a term not to exceed 5 years with the approval of the Town Attorney (see letter from P. Parker).
4. Authorize Professional Employment Placement Services contract with Robert Half International, Inc. (Finance & Personnel Depts.) – Request from Paula Parker for Town Board action to authorize the Supervisor to execute a professional services agreement with Robert Half International, Inc. for employment placement services. The cost for these services will be 25% (twenty-five percent) of the successful candidate's first year annual salary, if selected (see letter from P. Parker).
5. Declare 2013 Mercedes Sprinter Ambulance as surplus to be sold at auction (Ambulance District) – Request from JulieRay Romano Business Manager for the Brighton Volunteer Ambulance to declare the 2013 Mercedes Sprinter Ambulance as surplus to be sold utilizing either the Municipal online auction or the Municipal live auction this coming spring. This ambulance was replaced late in 2021 (see letter from J. Romano & P. Parker).
6. Executive Session to discuss the employment of particular people
7. Review 2022 FASC Meeting Schedule – Review schedule to be adopted at the January 3<sup>rd</sup>, 2022 organizational meeting.

**The next regularly scheduled meeting of the FASC will be held on TUESDAY, NOVEMBER 30, 2021 at 3:30 p.m. in the AUDITORIUM at Brighton Town Hall.**

All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE (Room Change)\*\***

**Brighton Town Board**  
**Finance and Administrative Services Committee**  
**Meeting Notes from the Wednesday, November 3, 2021 Meeting**

**ATTENDEES**

**FASC Committee members:**

Jason DiPonzo (Chair)  
Robin Wilt  
Supervisor William Moehle  
Paula Parker (Staff to the Committee)

**Other Town Councilmembers:**

Christine Corrado  
Chris Werner

**Department Heads/Other attendees:**

Mike Guyon (Highway/Public Works)  
Rebecca Cotter (Recreation)  
Ken Gordon (Town Attorney)

The Town Board's Finance and Administrative Services Committee (the FASC) met at 3:30 p.m. and reviewed a number of contractual, procurement, finance and/or budget, and personnel related matters referred by Town departments and is prepared to make recommendations to the full Town Board as follows:

**Executive Session:** Discuss matters related to real estate. There was a motion by Robin Wilt to enter an executive session at 3:35 pm to discuss matters related real estate. This was seconded by Supervisor Moehle and all voted aye. The committee discussed parcels of real estate that the Town has an interest in potentially purchasing or leasing.

At 4:40 pm, a motion was made by Supervisor Moehle to end the executive session and continue the regular meeting. This was seconded by Robin Wilt and all voted aye. The regular meeting continued.

**Approval of Minutes:** Approval of Minutes – Received and filed the minutes of the October 19, 2021 meeting.

**Town Bid/Proposal Authorizations and Awards:**

No matters for this meeting.

**Grant Authorizations and Acceptances:**

No matters for this meeting.

## **Contracts and Contract Change Orders:**

Authorize renewal contract with Penflex, Inc. as TPA for West Brighton Fire Protection District LOSAP – The FASC discussed with Paula Parker the request from Suzanne Zaso for Town Board action to authorize the Supervisor to execute a renewal contract with Penflex, Inc. for third party administration services are related to the West Brighton Fire Protection District's Length of Service Award Program. The contract is for a one year period 11/1/2021 – 10/31/2022 with a base fee of \$3,900 (no increases from 2020/2021), GASB 73 fee of \$950, and certification and trustee directive letters are \$125 each (no change in this part of the contract pricing from the previous year.) (see letter from S. Zaso).

The FASC recommends the Town Board take favorable action on this matter.

## **Budget Amendments and Transfers:**

No matters for this meeting.

## **Personnel Matters:**

Approve the appointment of Jayden Skeen-Foss to the position of laborer in the Highway Department effective November 22, 2021(Highway Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to approve the appointment of Jayden Skeen-Foss to the position of laborer effective November 22, 2021. This salary for this position will be set at \$19.38/hour (40 hours/week) as outlined in the current CSEA collective bargaining agreement. This appointment is subject to the successful competition of a 52 week probationary period and is noncompetitive per the Monroe County Civil Service Commission with all other conditions as outlined in the CSEA bargaining unit agreement (see letter from M. Guyon).

The FASC recommends the Town Board take favorable action on this matter.

Approve Memorandum of Agreement with the Teamsters bargaining unit to offer enhanced dental (Smile Saver IV) to the Teamster members (Highway/Sewer/Parks Depts.) – The FASC discussed with Mike Guyon his request for Town Board action to approve the MOA with the Teamsters bargaining unit and authorize the Supervisor to execute the agreement. This agreement will give the members the ability to purchase the enhanced dental plan – Smile Saver IV. Each member who chooses to participate in the enhanced plan will be responsible to pay the entire cost of their selection. This agreement has been reviewed by Bill Lowe, the Town's Labor Relations Attorney (see letter from M. Guyon).

FASC recommends the Town Board take favorable action on this matter.

## **Other Matters for Action of the Town Board:**

No matters for this meeting

**Other Matters for Discussion Only:**

No matters for this meeting

**Matters Tabled for Research and/or Discussion:**

No matters for this meeting

\*\*The FASC meeting was adjourned at 4: 50 pm.

**The next regularly scheduled meeting of the FASC will be held on Tuesday, NOVEMBER 16, 2021 at 3:30 p.m. in the AUDITORIUM at Brighton Town Hall.**

All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE (Room Change)\*\***



**Brighton**

## Office of the Town Clerk

**Daniel Aman, RMC**  
**Town Clerk & Receiver of Taxes**

To: Jason DiPonzo, Chair, Finance & Admin Services Committee  
From: Daniel Aman, Town Clerk  
Date: November 3, 2021  
Re: Town of Brighton Multi-Function Printers

Our contract with Toshiba is ending so I went back out to look at new machines. We are still able to purchase these machines off of the East Suffolk BOCES contract, so per our procurement policy, we did not have to go get quotes. Despite that, I did meet with Usherwood Office Technology and Lineage as well as our existing vendor, Toshiba Business Solutions.

Based on the performance of the Toshiba machines and the excellent experience with Toshiba service reps over the past four years, my recommendation is to stay with Toshiba and enter into a new purchase contract for new machines.

The machines included in the attached proposal are the new models of our existing equipment. There is one machine change based on usage and staff requests. The 35 page per minute Reception copier will be replaced with a 55 page per minute model.

Additionally, I have asked them to add an optical character recognition module to all of the machines. As time goes on, and we are doing more scanning, it will be important to have the OCR functionality to make searching these electronic documents much easier.

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

## Solution Proposal

### **Town of Brighton**



Award-Winning  
Products



Encompass  
Managed Print



Document &  
Device Security



Eco-Innovation



Ellumina Digital  
Signage Services



Professional Services  
& Software Solutions



Date:

October 19, 2021

Prepared By:

John Leonard

Phone:

(585) 752-9656

**(3) Toshiba e-Studio 5516ACT Digital Color MFP**

**Placements for:**  
**Recreation, Police, Town Reception**

Featuring:

- **65 B&W Images per minute**
- **55 Color Images per minute**
- 300 Sheet Dual Sided Document Feeder
- (2) 540 Sheet paper cassettes
- 2,340 Sheet Tandem Drawer
- 100 sheet bypass tray
- Up to 110 lb index through bypass
- Automatic Vertical Duplexing
- **Multi-Position Finisher/Stapler**
- **Hole Punch Unit**
- 4 GB RAM, 320 GB HDD
- AES Hard Drive Encryption/ Data Overwrite
- e-File Document Storage
- Banner Page Printing
- Department Management Codes
- E-Bridge Print/Scan Controller
- 240 IPM Dual Sided, 120 IMP Simplex Scans
- Mobile Printing
- PCL6, Postscript 3
- Omit Blank Page
- Scan to File (PDF, TIFF, JPEG, Secure PDF, Slim PDF)
- Scan to Email (PDF, TIFF, JPEG, Secure PDF, Slim PDF)
- USB Direct Scan & Print
- **Fax Module**
- **Embedded OCR**



## **Pricing: Toshiba e-Studio 5516ACT**

### **Eastern Suffolk BOCES Pricing Bid # 2020-044-0521**

#### **Toshiba e-Studio 5516ACT Color MFP:**

<b>Purchase Price</b>	<b>\$9,309.53</b>
<b>48 Month DPP</b>	<b>\$193.95/mth</b>

#### **TQS Service Agreement:**

Covers: all service calls, preventative maintenance calls, all labor, Travel, parts, and supplies including **toner, color toner, developer and drums.** Excludes staples and paper. Includes the Toshiba Commitment to Quality Guarantee.

<b>All B&amp;W Images to be billed monthly at</b>	<b>\$0.0045/image</b>
<b>All Color Images to be billed monthly at</b>	<b>\$0.044/image</b>

<b>Options</b>	<b>Included</b>
<b>Network Connectivity &amp; Training</b>	



**(2) Toshiba e-Studio 3515AC Color MFP**

**Replacements for Highway Dept., DPW Front Office**

Featuring:

- **35 B&W Images per minute**
- **35 Color Images per minute**
- (2) 550 Sheet paper cassettes
- 2,000 Sheet Large Capacity Tray
- 100 sheet bypass tray
- Up to 140 lb index through drawers
- Reversing Automatic Document Feeder
- Automatic Vertical Duplexing
- **Inner Finisher/Stapler**
- **Hole Punch Unit**
- 4 GB RAM, 320 GB HDD
- AES Hard Drive Encryption with Data Overwrite
- e-File Document Storage
- Department Management Codes
- E-Bridge Print/Scan Controller
- 73 Scans per minute for B&W and Color
- Mobile Printing
- PCL6, Postscript 3
- Omit Blank Page
- Scan to File (PDF, TIFF, JPEG, Slim PDF)
- Scan to Email (PDF, TIFF, JPEG, Slim PDF)
- USB scan and print capabilities
- **Fax Module**
- **Embedded OCR**



**Eastern Suffolk BOCES Pricing  
Bid # 2020-044-0521**

**Toshiba e-Studio 3515AC Color MFP:**

<b>Purchase Price</b>	<b>\$7,509.62</b>
<b>48 Month DPP</b>	<b>\$156.45/mth</b>

**TQS Service Agreement:**

Covers: all service calls, preventative maintenance calls, all labor, Travel, parts, and supplies including **toner, color toner, developer and drums.** Excludes staples and paper. Includes the Toshiba Commitment to Quality Guarantee.

<b>All B&amp;W Images to be billed monthly at</b>	<b>\$0.0056/image</b>
<b>All Color Images to be billed monthly at</b>	<b>\$0.0478/image</b>

<b>Options</b>	<b>Included</b>
<b>Network Connectivity &amp; Training</b>	



**(1) Toshiba e-Studio 2515AC Color MFP: No Fax**

**Replacement for DPW Engineering**

Featuring:

- **25 B&W Images per minute**
- **25 Color Images per minute**
- (2) 550 Sheet paper cassettes
- 2,000 Sheet Large Capacity Tray
- 100 sheet bypass tray
- Up to 140 lb index through drawers
- Reversing Automatic Document Feeder
- Automatic Vertical Duplexing
- 4 GB RAM, 320 GB HDD
- AES Hard Drive Encryption with Data Overwrite
- e-File Document Storage
- Department Management Codes
- E-Bridge Print/Scan Controller
- 73 Scans per minute for B&W and Color
- Mobile Printing
- PCL6, Postscript 3
- Color Scan Preview
- Scan to File (PDF, TIFF, JPEG, Slim PDF)
- Scan to Email (PDF, TIFF, JPEG, Slim PDF)
- USB scan and print capabilities
- **Embedded OCR**



## **Pricing: Toshiba e-Studio 2515AC**

### **Eastern Suffolk BOCES Pricing Bid # 2020-044-0521**

#### **Toshiba e-Studio 2515AC Color MFP:**

<b>Purchase Price</b>	<b>\$5,224.43</b>
<b>48 Month DPP</b>	<b>\$108.84/mth</b>

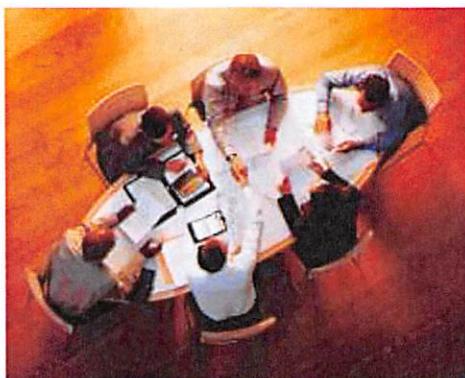
#### **TQS Service Agreement:**

Covers: all service calls, preventative maintenance calls, all labor, Travel, parts, and supplies including **toner, color toner, developer and drums.** Excludes staples and paper. Includes the Toshiba Commitment to Quality Guarantee.

<b>All B&amp;W Images to be billed monthly at</b>	<b>\$0.0059/image</b>
<b>All Color Images to be billed monthly at</b>	<b>\$0.0488/image</b>

#### **Options**

<b>Network Connectivity &amp; Training</b>	<b>Included</b>
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**(1) Toshiba e-Studio 2515AC Color MFP with Fax**

**For Town Clerk Office**

Featuring:

- **25 B&W Images per minute**
- **25 Color Images per minute**
- (2) 550 Sheet paper cassettes
- 2,000 Sheet Large Capacity Tray
- 100 sheet bypass tray
- Up to 140 lb index through drawers
- Reversing Automatic Document Feeder
- Automatic Vertical Duplexing
- 4 GB RAM, 320 GB HDD
- AES Hard Drive Encryption with Data Overwrite
- e-File Document Storage
- Department Management Codes
- E-Bridge Print/Scan Controller
- 73 Scans per minute for B&W and Color
- Mobile Printing
- PCL6, Postscript 3
- Omit Blank Page
- Scan to File (PDF, TIFF, JPEG, Slim PDF)
- Scan to Email (PDF, TIFF, JPEG, Slim PDF)
- USB scan and print capabilities
- **Fax Module**
- **Embedded OCR**



## **Pricing: Toshiba e-Studio 2515AC**

### **Eastern Suffolk BOCES Pricing Bid # 2020-044-0521**

#### **Toshiba e-Studio 2515AC Color MFP with Fax:**

<b>Purchase Price</b>	<b>\$5,514.95</b>
<b>48 Month DPP</b>	<b>\$114.89/mth</b>

#### **TQS Service Agreement:**

Covers: all service calls, preventative maintenance calls, all labor, Travel, parts, and supplies including **toner, color toner, developer and drums**. Excludes staples and paper. Includes the Toshiba Commitment to Quality Guarantee.

<b>All B&amp;W Images to be billed monthly at</b>	<b>\$0.0059/image</b>
<b>All Color Images to be billed monthly at</b>	<b>\$0.0488/image</b>

	<b>Options</b>
<b>Network Connectivity &amp; Training</b>	<b>Included</b>





Town of  
**Brighton**

## Finance Department

Paula Parker  
Director of Finance

November 11, 2021

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 renewal agreement with Municipal Solutions, Inc. for professional financial services in connection with issuing bond anticipation notes, long-term bonds, and general fiscal advising services effective December 9, 2021 for a term not to exceed 5 years. The contract may be terminated by either party at any time during the contract period. BAN and Serial Bond fees are remaining the same however the hourly rate for other services is increasing from \$130 to \$135 per hour. Municipal Solutions may increase fees annually based on the Consumer Price Index. I have requested they notify the Town of any changes so that we have the ability to renegotiate the contract or find another provider, if needed. 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 Appendix A of agreement and 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

December 9, 2021

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

Dear Supervisor Moehle:

Municipal Solutions, Inc. is pleased to submit this 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.

- 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 information that may be used for public or internal discussions 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.

- 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.

The fees may be adjusted annually based on the U.S. Bureau of Labor and Statistics Consumer Price Index – All Urban Consumers.

Invoices will be submitted periodically. Payment is expected within 45 days of the invoice date.

#### **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.

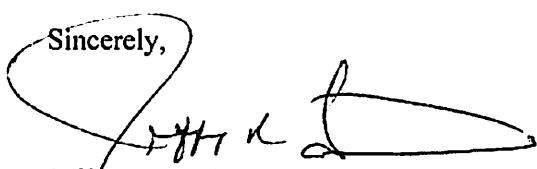
**V. Miscellaneous**

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. This contract will remain in effect until terminated by either party. 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/amp

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**Town of Brighton, New York  
Contract Dated December 9, 2021  
General Financial Services  
Accepted by:**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A**

**TOWN OF BRIGHTON, NEW YORK**  
**Contract Dated December 9, 2021**  
**General Financial Services**

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### **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 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 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.

**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](http://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.

## APPENDIX B

### **MUNICIPAL SOLUTIONS, INC. FEE SCHEDULE – 2021**

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**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 Plus \$175 per million (rounded up to next million)	(+ \$500 if no prior issue within 3 years)

**Serial Bonds**

Under \$1,000,000 (NOS)	\$3,500	(+ \$500 if no prior issue within 3 years)
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 Plus \$500	(+ \$500 if no prior issue within 3 years)
\$1,000,000 - \$1,999,999		Additional \$125 per million (rounded up to next million)
\$2,000,000 - \$5,000,000		

**Hourly Rate \*****\$135**

**\* 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.

Good Morning Paula -

Jeff asked me to respond to your email regarding contract renewals.

The contract between the Town and Municipal Solutions, Inc. (MSI) remains in effect until terminated by either party or needs revisions for future project/scope changes. The fees are subject to change annually based on the Consumer Price Index, and new contracts will no longer be needed each time.

We are trying to get all the older contracts prior to 2020 in line with the current rates. We are adjusting your rate to \$135, which has been our current rate for over a year. If we were to go by the CPI this year, the rate would be \$139.72, something we will not do. We do not anticipate increasing fees to the CPI limits, nor do we anticipate yearly increases. If in any particular year an increase from MSI may occur, we are doing our best to keep it at or below 1.5%.

We will note on any invoices annual rate changes should they occur.

Please let me know if this does not answer your questions. Thank you.

Theresa

Theresa K. Smith  
Municipal Solutions, Inc.  
Administrative Office  
83 Myrtle Street, LeRoy, NY 14482



Town of  
**Brighton**

## Finance Department

Paula Parker  
Director of Finance

November 11, 2021

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

Re: Professional Employee Placement Services Agreement for Senior Payroll Clerk  
Robert Half International, Inc.

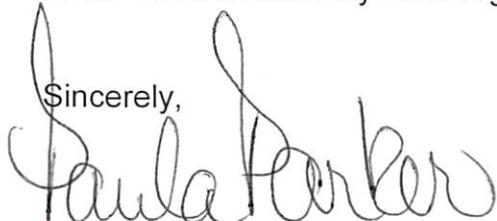
Dear Honorable Town Board:

In our search for a Senior Payroll Clerk, we exhausted all the interested candidates on the current Civil Service list. As such, Tricia VanPutte did reach out to Robert Half International for professional services for employee placement. Robert Half Agency was selected because they specialize in placing candidates with a background in finance and accounting. Also, all employees are fully vetted, including background checks and references by the agency.

The cost of these services will be a one-time payment of twenty-five percent (25%) of the successful candidate's first year's annual salary. I do understand that this is a significant amount for this service, but due to the experience required and the specialized nature of the Senior Payroll Clerk's position, we feel it is necessary to utilize this type of placement service.

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



November 3, 2021

Personal & Confidential  
Tricia VanPutte  
Town of Brighton  
2300 Elmwood Ave.  
Rochester, NY 14618

Dear Tricia,

Thank you for selecting Robert Half to meet your permanent placement needs. We look forward to working with you in your search for a Payroll Clerk.

Based on our conversation, if Robert Half refers a successful candidate for the position(s) noted above, the terms of this letter shall apply. We agree to a fee of 25% of the hired candidate's annual starting salary.

For any candidate we refer for this position(s), this letter and all additional terms in the enclosed Fee Schedule & Guarantee will represent the terms of our agreement. **In the event of any conflicting terms between this letter and the Fee Schedule & Guarantee, this letter will govern.** This letter agreement is only applicable to, and the only Robert Half International Inc. practice group and branch obligated under this letter agreement is, the finance & accounting practice group of the branch located at 255 East Ave., Ste. 401 Rochester NY 14604. We will send you a letter of confirmation regarding this agreement when a candidate has been selected.

We appreciate your business and look forward to working with you to locate a candidate who will be a valuable addition to your company. In the meantime, please do not hesitate to contact me if you have questions or if I can be of additional service.

Sincerely,

*Nick Pignato*  
Nick Pignato  
Recruiting Manager



## FEE SCHEDULE & GUARANTEE

Thank you for your confidence in *Robert Half*!

Our fees, payable by you, the employer, are contingent on the hiring of a candidate referred by one of our offices. Our standard fee is 35% of the hired candidate's annual salary. However, as discussed and agreed upon for this placement only to further promote our partnership with you, we agree to a reduced fee of 25% of the hired candidate's annual starting salary.

All fees are earned at the time the candidate accepts the position and the fees will be invoiced no more than ten (10) calendar days before the scheduled starting day of employment. Invoices are payable fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the above amounts.

We reserve the right to include as annual salary any expected bonus, commission or guaranteed increase in salary which is part of the initial employment offer.

### ROBERT HALF GUARANTEE

If the full fee is paid within fifteen (15) calendar days from the invoice date, a ninety (90) calendar day pro rata guarantee will be in effect. Otherwise, a thirty (30) calendar day pro rata guarantee will be in effect. In either case, if the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the full fee actually paid to us for such candidate or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th or 1/30th of the full fee actually paid to us for such candidate, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.

### REFERRALS

The fee applies to candidates referred by us for a specified or an alternate position, and employed by you (or an affiliate or any other entity as a result of subsequent referrals by you), either as an employee, consultant or independent contractor, within twelve (12) months from the date of our last referral of a candidate. Please notify us immediately if you require Robert Half to perform background checks or other placement screenings of the final candidate selected for employment. We will conduct such checks or screenings only if they are described in a signed, written amendment to this Fee Schedule & Guarantee.

### NO CONTRARY AGREEMENTS

This Fee Schedule & Guarantee and the attached cover letter contain the complete and final agreement on the topics discussed herein and supersede any prior agreements or understandings on these topics. If there is a conflict between this Fee Schedule & Guarantee and the attached cover letter, the attached cover letter will prevail over a conflicting term in this Fee Schedule & Guarantee. Our employees do not have the authority either to verbally modify this Fee Schedule & Guarantee or to assume additional responsibilities (except as set forth in the attached cover letter) other than those set forth in this Fee Schedule & Guarantee.

All referrals are made in confidence. Acceptance of our candidate referrals constitutes acceptance of the terms of this fee schedule.

**Certificate Of Completion**

Envelope Id: 9030685ABD864534AE35329FDC098338

Status: Completed

Subject: Pre-Placement - Robert Half

Salesforce Company Number: 02960-101489-000

Salesforce Company Name: Town of Brighton

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Kelly Paul - RH Syracuse, NY

AutoNav: Enabled

2613 Camino Ramon

Envelopel Stamp: Disabled

San Ramon, CA 34583

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

kelly.paul@roberthalf.com

IP Address: 45.47.47.8

**Record Tracking**

Status: Original

Holder: Kelly Paul - RH Syracuse, NY

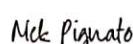
Location: DocuSign

11/3/2021 5:56:59 AM

kelly.paul@roberthalf.com

**Signer Events****Signature****Timestamp**

Nick Pignato



Sent: 11/3/2021 5:58:02 AM

nick.pignato@roberthalf.com

Resent: 11/3/2021 8:53:00 AM

Security Level: Email, Account Authentication  
(None)

Viewed: 11/3/2021 9:03:15 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 67.241.182.59

Signed: 11/3/2021 9:03:20 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/3/2021 9:03:15 AM

ID: 8e3fb6a3-6c55-481a-bc2b-78903f107294

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Tricia VanPutte



Sent: 11/3/2021 9:03:21 AM

tricia.vanputte@townofbrighton.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/3/2021 5:58:02 AM

Certified Delivered

Security Checked

11/3/2021 9:03:15 AM

Signing Complete

Security Checked

11/3/2021 9:03:20 AM

Completed

Security Checked

11/3/2021 9:03:21 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

\* S'il vous plaît noter canadienne-française apparaît après l'anglais

## **CONSUMER DISCLOSURE**

From time to time, Robert Half (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents executed through the electronic signing system immediately after a signing session. At a later date you may request delivery of paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us later that you want to receive required notices and disclosures only in paper format. You must withdraw your consent to receive notices and disclosures electronically which is described below.

### **All notices and disclosures will be sent to you electronically**

Until such time you withdraw your consent for electronic delivery of notices and disclosures we will provide electronic copies only of all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you.

### **How to contact Robert Half:**

Please contact your recruiter or local branch for any of the following

- To advise Robert Half International of your new e-mail address
- To request paper copies from Robert Half

- To withdraw your consent with Robert Half

**Acknowledging your access and consent to receive materials electronically**

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Robert Half as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Robert Half during the course of my relationship with you.

## **COMMUNICATION AU CONSOMMATEUR**

De temps à autre, Robert Half (nous, notre ou Société) peut être obligé en vertu de la loi de vous fournir des avis ou des communications écrits. Vous trouverez ci-dessous les modalités de la mise à disposition de tels avis et de telles communications par voie électronique. Veuillez lire attentivement et rigoureusement les renseignements ci-dessous. Si vous êtes en mesure d'accéder électroniquement à ces documents comme bon vous semble et d'accepter ces modalités, veuillez confirmer votre entente en cliquant sur le bouton « J'accepte » situé au bas de ce document.

### **Obtention d'exemplaires sur support papier**

Vous pouvez, à tout moment, nous demander un exemplaire de votre dossier sur support papier ou en version électronique que nous mettrons à votre disposition. Vous aurez la possibilité de télécharger les documents afin de les imprimer par le truchement du système de signature électronique immédiatement à la suite de la session de signature. Vous pourrez nous demander ultérieurement la livraison d'exemplaires sur support papier en suivant la procédure décrite ci-dessous.

### **Retrait de votre consentement**

Si vous décidez de recevoir des avis et des communications de notre part par voie électronique, vous pouvez changer d'avis en tout temps et nous aviser ultérieurement que vous désirez recevoir des avis et des communications requis uniquement en format imprimé. Vous devez retirer votre consentement à recevoir des avis et des communications par voie électronique, selon la procédure décrite ci-dessous.

### **Tous les avis et toutes les communications vous seront envoyés par voie électronique.**

Jusqu'à ce que vous retiriez votre consentement à recevoir électroniquement des avis et des communications, nous vous fournirons uniquement des exemplaires électroniques des avis, des communications, des autorisations, des accusés de réception et d'autres documents requis que nous sommes tenus de vous fournir ou de mettre à votre disposition dans le cadre de notre relation avec vous.

### **Comment communiquer avec Robert Half :**

Veuillez communiquer avec votre recruteur ou votre succursale locale dans l'une des éventualités indiquées ci-dessous :

- Aviser Robert Half International de votre nouvelle adresse courriel
- Demander à Robert Half des exemplaires sur support papier
- Retirer votre consentement auprès de Robert Half

**Accuser réception de votre consentement à recevoir électroniquement des documents et à y accéder**

En cliquant sur la case « J'accepte », je confirme que :

- Je suis en mesure de lire le document « CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES » (CONSENTEMENT À LA RÉCEPTION DE COMMUNICATIONS AU CONSOMMATEUR PAR VOIE ÉLECTRONIQUE);
- Je suis en mesure d'imprimer les communications ou de les enregistrer ou de les envoyer à un endroit où je pourrai les imprimer afin d'y accéder et de les consulter ultérieurement;
- Jusqu'à ce que, ou à moins que j'en avise Robert Half, comme il est décrit précédemment, j'accepte de recevoir exclusivement par voie électronique l'ensemble des avis, des communications, des autorisations, des accusés de réception et d'autres documents que Robert Half est tenu de me fournir ou de mettre à ma disposition dans le cadre de ma relation avec vous.



Town of  
**Brighton**

## Finance Department

**Paula Parker**  
Director of Finance

November 11, 2021

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

RE: 2013 Mercedes Sprinter Ambulance declared as Surplus

Dear Board Members:

I am recommending that Your Honorable Body declare one 2013 Mercedes Sprinter Ambulance (VIN: WD3PE7CC9D5813693) as surplus to be sold at either the municipal online auction or the live municipal auction held in the spring of 2022. A communication from Brighton Volunteer Ambulance outlining the general condition of the vehicle is attached, for your information as well as the Asset Data Sheet.

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

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

Sincerely,

Paula Parker  
Director of Finance



November 15, 2021

Town of Brighton  
ATTN.: Ms. Paula Parker, Director of Finance  
2300 Elmwood Ave  
Rochester, NY 14618

RE: Return of 2013 Mercedes Sprinter

Dear Paula:

On Friday, November 5, 2021, we returned the 2013 Mercedes Sprinter, VIN WD3PE7CC9D5813693 to the Town of Brighton Highway Department. This vehicle was returned in fair condition and the mileage was approximately 108,350. This vehicle was a surplus and was replaced by the new 2020 Mercedes Sprinter, VIN W1W4EBHY7LT042035.

I can be reached at either 585/363-7235 or via email at [julieray.romano@brightonambulance.org](mailto:julieray.romano@brightonambulance.org) if you have any additional questions or require further information.

Thank you again Paula for all of your assistance regarding the procurement of this new vehicle, it is very much appreciated!

Kind Regards,

JulieRay C. Romano  
Business Manager  
**BRIGHTON VOLUNTEER AMBULANCE**

# Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
813693	K104	AMBULANCE, DEMERS TYPE II MERCEDES BENZ CHASSIS	FIN - Finance	11/27/2013	\$91,990.00
	Item: FA - Equip & Mach	Responsible Organization: H.AMBUL.AMB13 - Capital Projects Fund, Ambulance Purchase 2013			Adjustments: \$0.00
	Recorded: Yes	G/L Distribution Profile: Pub Safety - Equipment			Depreciation: \$91,990.00
	Reporting Category: Capital	Capitalization Date: 11/27/2013			Net Book Value: \$0.00
	Accounting Category: Governmental	Depreciation Status: Fully Depreciated			Estimated Salvage Value: \$0.00
	Active: Yes	Depreciation Method: Straight Line			Depreciable Base: \$0.00
	Inactive Reason:	Asset Life in Months: 60			
	Asset Special Use: None	Manufacturer: MEBE			
	Method of Acquisition:	Model Number: SPR			
	Original Acreage: 0.0000	Serial Number: WD3PE7CC9D5813693			
	Responsible ASSET Employee: MANAGER	Model Year: 2013			
	Assigned To Employee:	Warranty Expiration Date:			
	General Location: SA-AMBUD DIST	Barcode Number:			
	Specific Location:	Badge Number:			
	Insurance Policy:	Vehicle License Number:			
	Lease Contract:	Vehicle License Plate Type:			
		Vehicle License Expiration Date:			
Grand Total:			1 Asset		\$91,990.00

**FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**2022 MEETING SCHEDULE**

**All meetings are scheduled for the Stage Conference Room or the  
Town Auditorium**  
**At 3:30 p.m. (unless otherwise noted)**

**Monday, January 3 @ 1:00**

Tuesday, January 18

Tuesday, February 1

Tuesday, February 15

Tuesday, March 1

Tuesday, March 15

Tuesday, April 5

Tuesday, April 19

Tuesday, May 3

Tuesday, May 17

**Wednesday, June 1 @ 8:30 am**

**Wednesday, June 15 @ 8:30 am**

**Wednesday, July 6 @ 8:30 am**

**Wednesday, July 20 @ 8:30 am**

**Wednesday, August 3 @ 8:30 am**

**Wednesday, August 17 @ 8:30 am**

Tuesday, September 6

Tuesday, September 20

Tuesday, October 4

Tuesday, October 18

**Wednesday, November 2**

Tuesday, November 15

Tuesday, December 6

Tuesday, December 20

**\*Have communications and documents to Director of Finance by noon on the Friday before with originals to the Assistant to the Supervisor.**