

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

Meeting Date: Wednesday, June 15, 2022 (8:30 a.m.)

Location: *AUDITORIUM*, Brighton Town Hall

1. Approval of Minutes – Receive and file minutes of the June 1st, 2022 meeting.

EXECUTIVE SESSION – Discuss employment of a particular person

2. Approve a probationary appointment to the position of Clerk to Town Justice II in the Justice Court effective July 18, 2022 (Justice Court Dept.) – Request from Lisa Pavlovych for Town Board action to approve a probationary appointment to the position of Clerk to the Town Justice II effective July 18, 2022. The starting annual salary for this position is \$43,898.40 – Group 3 Step 2 of the 2022 Non-Represented Employee Salary Schedule (35 hour work week). This position is exempt; however the permanent appointment is contingent upon the successful completion of a 52 week probationary period, with all other terms and conditions as outlined in the Town's policies for the Non-Represented employees (see letter from L. Pavlovych).

END EXECUTIVE SESSION

3. Approve use of Forfeited funds for the purchase of the Pivotal Trainer Rotating Firearm System along with the budget amendment (Police Dept.) – Request from Police Chief David Catholdi for Town Board action to approve the use of "Proceeds of Forfeited Property" funds in the amount of \$2,500 for the purchase of the Pivotal Trainer Rotating Fire Arm System from Triumph Systems, Inc. This system is highly versatile and would greatly enhance the firearms training by providing multiple and more realistic shooting scenarios. The US Attorney's Office has been consulted and they concur with this use of seized forfeiture asset funds. Further to approve an amendment to the Police Department's 2022 budget as follows:

Increase:	A.POLCE.3125.2.17	Law Enforcement Equip.	\$2,500
From:	A.889.JSTCE	Forfeited Property	\$2,500

(see letter from D. Catholdi).

4. Approve NYS DOT Use and Occupancy Permit #40987 review of terms and acknowledgement for Brighton Town Park (Public Works Dept.) – Request from Evert Garcia for Town Board action to approve and authorize the Supervisor to sign the review acknowledgement of the terms and conditions of the current NYS DOT Use and Occupancy permit #40987 for Brighton Town Park at 777 Westfall Road. This agreement is a temporary license for the Town to use the State's property in accordance with the conditions and regulations outlined in the agreement. This is a review and acknowledgment of those terms and not a renewal. The renewal of this agreement is scheduled for 2028 (see letter from E. Garcia).

5. Approve an appointment to the position of Laborer in the Highway Department effective July 11, 2022 (Highway Dept.) – Request from Mike Guyon for Town Board action to approve the appointment of Camryn Hamel to the position of Laborer effective July 11, 2022 at a starting wage of \$20.23/hour (40 hour work week), in accordance with the CSEA bargaining agreement. This appointment is subject to the successful completion of a 52 week probationary period with all other terms and conditions as outlined in the CSEA bargaining agreement and appropriate Town Policies. This position is classified as non-competitive by Monroe County Civil Service Commission (see letter from M. Guyon).
6. Presentation regarding leasing smaller passenger type and small dump truck type vehicles for the Highway and Sewer Departments. This presentation and financial review will be given by Connor Kimball of Enterprise Fleet Management.

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, July 6, 2022 at 8:30 a.m. in the
AUDITORIUM at the Brighton Town Hall.**

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

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

Brighton Town Board
Finance and Administrative Services Committee
Meeting Notes from the Wednesday June 1, 2022 Meeting

ATTENDEES

FASC Committee members:

Jason DiPonzio (Chair)
Robin Wilt
Paula Parker (Staff to the Committee)

Other Town Councilmembers:

Christine Corrado
Chris Werner

Department Heads/Other attendees:

Lisa Pavlovych (Justice Court)
Tricia VanPutte (Personnel)
Mike Guyon (Public Works/Highway)
David Catholdi (Police Department)
Suzanne Zaso (Finance)
Mike DeBadts (Mengel Metzger Barr)

The Town Board's Finance and Administrative Services Committee (the FASC) met at 8:30 a.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:

Approval of Minutes: Approval of Minutes – Receive and file the minutes of the May 18, 2022 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:

No matters for this meeting.

Budget Amendments and Transfers:

Accept donation and amend Police Department's 2022 budget for \$100 (Police Dept.) – The FASC discussed with Police Chief David his request for Town Board action to accept a donation from Norbert Wrona to be used for Police Department operations. Further to approve an amendment to the Police Department's 2022 budget as follows:

Increase: A.POLCE.3120.2705 Gifts & Donations \$100

Increase: A.POLCE.3120.4.18 Program Supplies \$100

(see letter from D. Catholdi).

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

Approve use of Forfeited funds for a laptop computer purchase along with the budget amendment (Police Dept.) – The FASC discussed with Police Chief David Catholdi his request for Town Board action to approve the use of “Proceeds of Forfeited Property” funds in the amount of \$1,900 for the purchase of a laptop computer for the Task Force. The US Attorney’s office does concur that this use is appropriate. Further to approve an amendment to the Police Department’s 2022 budget as follows:

Increase: A.POLCE.3125.2.13 Computer Equip. \$1,900

From: A.889.JSTCE Forfeited Property \$1,900

(see letter from D. Catholdi).

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

Personnel Matters:

Approve title changes in the Justice Court and amend organizational and salary schedules to reflect the new titles (Justice Court) – The FASC discussed with Lisa Pavlovych and Tricia VanPutte the request for Town Board action to change position titles in the Justice Court Department; amend the table of organization for the Justice Court; and amend the Non-Represented Salary & Wage schedule to reflect these new titles. All of the new titles are in the exempt classification as per the Monroe County Civil Service Commission and as outlined in Town Law. The titles will be amended for each staff person as outlined in the Organization Chart. It is noted that this is a title change only there will be no budget impact (see letter & organizational chart from L. Pavlovych).

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

Approve the promotion of a Laborer to Skilled Laborer in the Highway Department effective June 13, 2022 (Highway Dept.) – The FASC discussed with Mike Guyon his request to promote William Farrell from Laborer to Skilled Laborer effective June 13, 2022. Salary for this promotion is in accordance with the CSEA Bargaining agreement. This promotion is subject to the successful completion of a 26 week probationary period and this position is classified as non-competitive by the Monroe County Civil Service Commission (see letter from M. Guyon).

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

Approve an appointment to the position of Laborer in the Highway Department effective June 27, 2022 (Highway Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to approve the appointment of Tyler Richeal to the position of Laborer effective June 27, 2022 at a starting wage of \$20.23/hour (40 hour work week), in accordance with the CSEA bargaining agreement. This appointment is subject to the successful competition of a 52 week probationary period with all other terms and conditions as outlined in the CSEA bargaining agreement and appropriate Town Policies. This position is classified as non-competitive by Monroe County Civil Service Commission (see letter from M. Guyon).

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

Approve an appointment to the position of Office Clerk III in the Police Department effective June 13, 2022 (Police Dept.) – The FASC discussed with Police Chief David Catholdi his request for Town Board action to approve the appointment of Tricia Sticco to the position of Office Clerk III in the Police Department effective June 13, 2022, pending Civil Service Commission approval. The salary for this position will be set at Group 2 Step 1 \$36,181.60 (\$19.88/hour (35 hours/week) as outlined on the full time Non-Represented Salary & Wage schedule. This appointment is probationary and is subject to the successful competition of a 52 week probationary period (see letter from D. Catholdi). The FASC recommends the Town Board take favorable action on this matter.

Other Matters for Action of the Town Board:

Review with Raymond F. Wager the Executive Summary of the final draft 2021 audited financial statements as prepared by the independent audit and accounting firm of Raymond F. Wager CPA, P.C. A Division of Mengel Metzger Barr & Co., LLP. Mike DeBadts from Mengel Metzger Barr & Co presented the 2021 Financial Statements to the FASC and reviewed the executive summary and the letter of communication. The 2021 Financial Statements will be presented at the Town Board meeting to be held on June 8th, 2022. At that time, the Board will officially accept and file these reports. The FASC recommends the Town Board take favorable action on this matter.

Other Matters for Discussion Only:

No matters for this meeting.

Matters Tabled for Research and/or Discussion:

No matters for this meeting.

Executive Session:

No matters for this meeting.

****The FASC meeting was adjourned at 9:45 am.**

**The next regularly scheduled meeting of the FASC will be held on
Wednesday, June 15, 2022 at 8:30 AM
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)******

JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

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

JUSTICES

KAREN MORRIS

JOHN FALK

June 10, 2022

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

Re: Clerk to Town Justice II Position

Dear Supervisor Moehle and Honorable Members:

On behalf of the Town of Brighton Justice Court, I would ask your honorable body approve and authorize the appointment of [REDACTED] to the position of Clerk to Town Justice II effective July 18, 2022. The starting annual salary for this full-time 35 hours per week position will be \$43,898.40 (Group 3 Step 2 of the 2022 Non-Represented Employee Salary and Wage Schedule).

This position was formerly titled Deputy Court Administrator and became vacant in December 2021 when Ms. Cruzado accepted other employment. [REDACTED] [REDACTED] and at this time we ask that she be permanently appointed. The permanent appointment would be subject to a fifty-two (52) week probationary period beginning upon appointment.

[REDACTED] will receive two (2) weeks of vacation which will accrue at the rate of .833 days per month according to the standard schedule and you are eligible to use vacation after you have completed six (6) month of service. All other benefits will follow the Town of Brighton's benefit policies that apply to the non-represented full time positons.

Thank you for your time and consideration in this matter.

Sincerely,



Lisa Pavlovych

Chief Administrative Clerk to Town Justice

cc: T. VanPutte
B. Monroe
K. Gordon



Brighton Police Department

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



David Catholdi
Chief of Police

June 15, 2022

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

RE: Use of Forfeited Funds to Purchase Pivotal Firearm System

Dear Board Members:

I am requesting approval to purchase the Pivotal Trainer rotating firearm system from Triumph Systems, Inc. for the police department. This system is highly versatile, and would greatly enhance our firearms training by providing multiple, and more realistic, shooting scenarios.

Currently, the Brighton Police Department does not have access to rotating targets at either firing range that we utilize for mandatory firearms training. The Pivotal Trainer is portable and can be moved to either range, and it can also be set up inside buildings for additional training.

I propose that the "Proceeds of Forfeited Property" be used to fund this request. I have consulted with the United States Attorney's Office and they concur that the use of seized forfeiture asset funds for this purpose is an appropriate use. I request that appropriations in account A.POLCE 3125.2.17 Law Enforcement Equipment be increased by \$2,500. The total expenditure of no more than \$2,500 will be fully supported with the use of Forfeited Property account A.889.JSTCE.

Respectfully,

David Catholdi
Chief of Police

CDC:ksk



Public Works Department

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

Evert Garcia, P.E.
Town Engineer

June 9, 2022

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

Re: NYS DOT Use and Occupancy Permit #40987
Brighton Town Park

Dear Chairman DiPonzio and Committee Members:

The Brighton Town Park located at 777 Westfall Road operates under a Use and Occupancy permit (#40987) issued by the NYS DOT in 1978. The Use and Occupancy permit is a temporary license that allows the Town to use the State's property in accordance with certain conditions and regulations set forth in the original agreement, a copy of which is attached for your reference.

We have recently received correspondence from the NYS DOT requesting for the Town to review the terms and conditions of the above referenced permit. The NYS DOT has indicated that this request has gone out to all Use and Occupancy permittees. In addition, the correspondence requires certification and acknowledgement of the permit terms and condition by the permittee.

We are requesting that the FASC recommend that the Town Board authorize the Supervisor to endorse the correspondence submitted by the NYS DOT for Use and Occupancy Permit #40987. The correspondence will be reviewed by the Town Attorney and Town staff before the document is presented to the Town Supervisor for signature.

I will be in attendance at your regularly scheduled June 15, 2022 meeting in the event that you have any questions regarding this request. As always, your consideration of matters such as this is greatly appreciated.

Respectfully,

Evert Garcia, PE
Department of Public Works

Cc Paula Parker
Michael E. Guyon, PE
Bridget Monroe

Enclosure



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

CHRISTOPHER REEVE, P.E.
Acting Regional Director

April 1, 2022

Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: Use and Occupancy Permit # **40987**
Property Location: **TOWN OF BRIGHTON**

Dear Permittee:

The New York State Department of Transportation (NYSDOT) reminds you that the Use and Occupancy Permit referenced above is a **temporary license** to use the State's property and is revocable on 30 days' notice. Please review your Use and Occupancy Permit for all of its terms and conditions.

Uses covered by the Permit are limited only to those uses expressly stated in the Permit, and, again, such permission is temporary. The Use and Occupancy Permit cannot be assigned or sub-permitted without the express written consent of the NYSDOT.

You are certifying below that:

1. the conduct, growth, success or continuity of any permittee business activity is not dependent on the use of State property, nor shall the permittee rely on the use of State property for such purpose.
2. Any business activity is consistent with the terms of a temporary 30-day revocable permit.
3. All Payments are due promptly in accordance with the Permit
4. Required insurance is in place naming the People of the State of New York as an additional insured, and you have provided proof thereof.

Please acknowledge receipt of this reminder letter and confirmation of the terms and conditions of the Use and Occupancy Permit by signing below and returning the letter to the Regional Property Manager at the address listed below. Also, please update any contact information if necessary.

Thank you.

Jeremy J. Button
Regional Property Manager



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

CHRISTOPHER REEVE, P.E.
Acting Regional Director

I hereby acknowledge and confirm that I have read this correspondence and have reviewed the terms and conditions of the Use and Occupancy Permit referenced above.

Date: _____

Permittee: _____

Email address: _____

Telephone number: _____

Updated Billing Address if different from above:

AGREEMENT TO PERMIT THE TOWN OF BRIGHTON TO UTILIZE
AS A PARK AND RECREATION CENTER CERTAIN LANDS LOCATED
WITHIN THE HIGHWAY RIGHT-OF-WAY OF THE ROCHESTER OUTER
LOOP/GENESEE EXPRESSWAY INTERCHANGE, MONROE COUNTY,
PURSUANT TO SECTION 30 OF THE HIGHWAY LAW

This Agreement made the 8th day of February, 1978,
by and between the NEW YORK STATE DEPARTMENT OF TRANSPORTATION, hereinafter
referred to as the "Department", acting by and through W. C. Hennessy as COMMI-
SSIONER OF TRANSPORTATION, whose principal office is in the Administration and
Engineering Building, 1220 Washington Avenue, State Campus, in the City and
County of Albany and State of New York, hereinafter referred to as the "Commis-
sioner" and the Town of Brighton, in the County of Monroe, State of New York,
hereinafter referred to as the "Town".

WHEREAS, the Commissioner is authorized by Section 30, Subdivision 13c,
of the Highway Law to permit the use and occupancy of State Highway right-of-way,
and

WHEREAS, the Commissioner has determined that it would serve the interests
of the State to permit the Town to develop, operate, and maintain a park and
recreation center on certain lands located within the highway right-of-way in
the area of the Rochester Outer Loop/Genesee Expressway Interchange in the Town
of Brighton.

NOW, THEREFORE, in consideration of the mutual benefits moving to each of
the parties hereto, it is agreed as follows:

I. The Department hereby agrees to permit the Town to utilize as a park
and recreation center the following described real property as shown on the map
marked Appendix "A", attached hereto and made a part hereof, to wit:

Bounded on the south by connection NW & connection WS, bounded
on the north by Westfall Road, bounded on the east by private
land and Clinton Avenue, and bounded on the west by private land
and land owned by the County of Monroe.

II. Consideration for the use and occupancy granted by the Department via
permit, as described in Article I above, shall be One Dollar (\$1.00) for the
term of this Agreement, payment of which is hereby waived by the Department and
by the Commissioner.

III. This permit for the use of the above described real property is subject
to and conditioned upon the following:

CONDITIONS AND REGULATIONS

- 1. None of the rights accorded to the Town under this Agreement shall
be assigned or transferred without the prior written consent of
the Commissioner or his duly authorized representative.
2. The property covered by this Agreement shall be used by the Depart-
ment as a drainage retention system.
- 3. The property covered by this Agreement shall be used by the Town
only for the purpose of developing, operating, and maintaining
a park and recreation center.
4. The Agreement shall exist for a term of 25 years, at such time
the Town shall have the option of renewing the Agreement.
5. If, upon the expiration of this Agreement, the Agreement is not
renewed, the Town shall remove from the property all permanent
structures and appurtenances relating to the development, opera-
tion, and maintenance of the park and recreation center.

6. The Town shall be responsible for the development, operation, and maintenance of all park facilities; and shall be responsible for mowing and turf maintenance, litter and garbage removal, pruning, care and replacement of plantings, and the correction of minor erosion and siltation. The Park development, operation, and maintenance shall be consistent with the permanent operation of a drainage retention system by the Department.
7. The Town shall prepare general plans showing intended uses of the property and the locations of all permanent facilities, and such plans shall be approved by the Department.
8. The Department shall be responsible for the development, operation, and maintenance of the drainage retention system, including the drainage system to and from the drainage retention pond. Development shall include grading and landscaping for erosion control, and planting adjacent to the drainage retention pond. The Department shall be responsible for the correction of major erosion and siltation of the drainage retention system.
9. Access to the permit area shall be established and maintained only from Westfall Road, Clinton Avenue, or from adjacent private or County of Monroe lands.

IV. The Commissioner reserves the right to employees of the Department, Department contractors, and the Federal Highway Administrator or his representatives to enter and use this area at any time to inspect the facility, to inspect or maintain the drainage retention system, and for necessary highway maintenance purposes.

V. The Town shall be responsible for all damages resulting in bodily injury, including death and/or property damage liability due to the construction, installation, operation, maintenance, use or existence of the park and recreation center, and the retention pond, or of any facility of the Town, or which arises out of the activities of the Town, its contractors, subcontractors of either or both, agents or employees in connection with any act or omission hereunder, and the Town hereby expressly agrees to defend, indemnify and save harmless the State of New York and/or the Department and/or the Commissioner and his representatives and employees from any claims, suits, actions, damages and costs of every name and description, arising out of or resulting from any action or omission hereunder, and does hereby further expressly agree to pay any damages because of injury to or destruction of any property owned by the State of New York, and caused directly or indirectly by any occurrence and arising out of the construction, operation, maintenance, existence or use of any facilities pursuant to the terms of this permit.

VI. The Town shall, during the entire term of the Agreement, or any extension thereof, keep in full force and effect public liability and property damage insurance with respect to the subject premises in which the limit of public liability shall not be less than \$500,000/person and \$1,000,000 for each accident, and in which the property damage liability shall not be less than \$100,000. Such policy shall name the State of New York and the Town as the insured and the Town shall provide the State of New York with proof of such coverage throughout the term of this Agreement and any extension thereof.

VII. The privilege granted by this Agreement does not authorize any infringement of Federal, State or local laws or regulations, and is limited to the extent of the authority of the Department in the premises.

VIII. The Town agrees to comply with Title VI of the Civil Rights Act of 1964 as set forth in Appendix "B".

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

NEW YORK STATE DEPARTMENT
OF TRANSPORTATION

W. C. Hennessy, Commissioner

BY J. E. Collison
Director, Real Estate Division

Town of Brighton

BY Richard D. Wiles
Supervisor, Town of Brighton

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

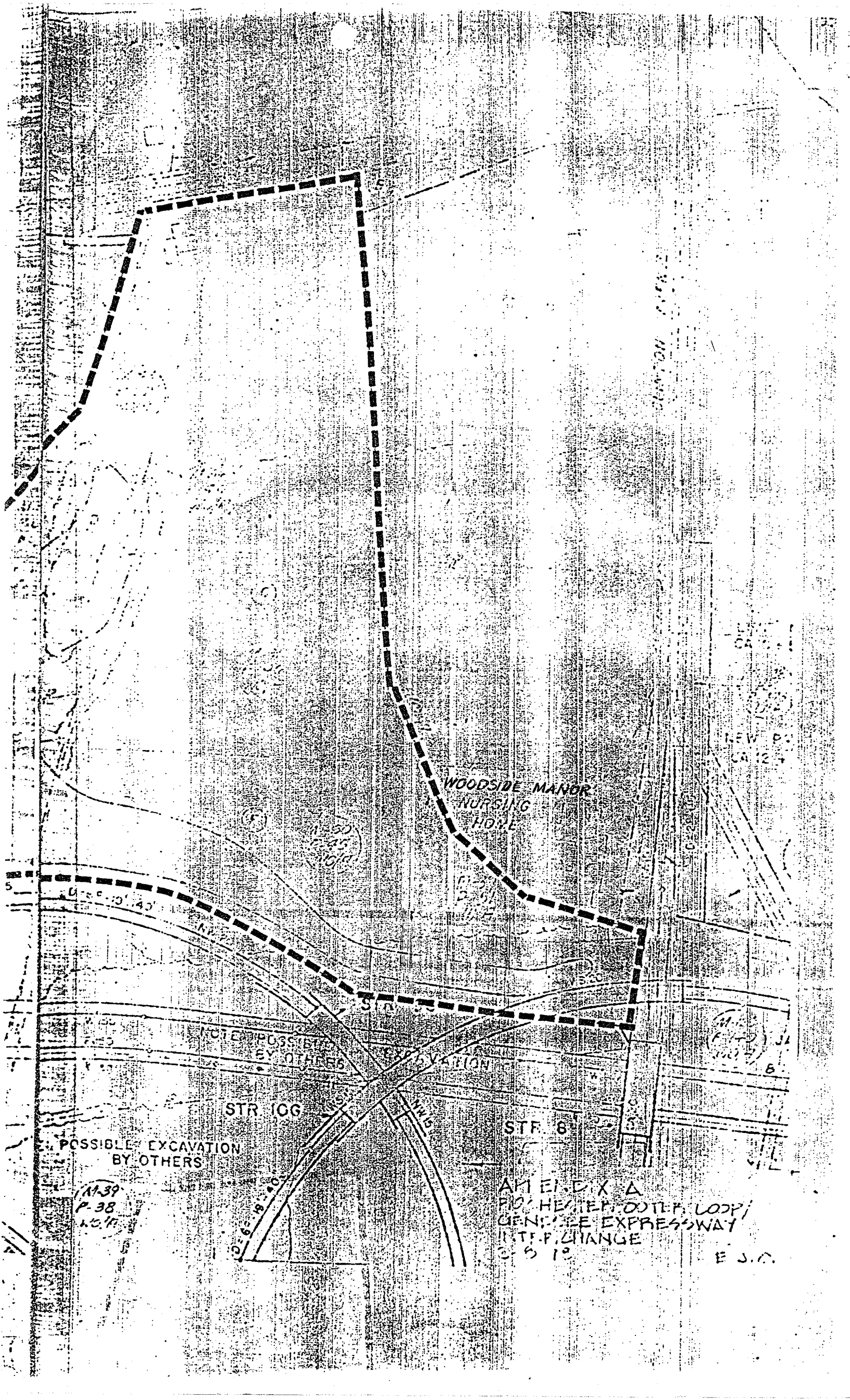
On this 10th day of February, before me, the subscriber, personally came J. E. Collison acting for W. C. Hennessy, Commissioner of Transportation of the State of New York, to me known and known to me to be the Director, Real Estate Division, described in and who executed the within instrument, and he acknowledged to me that he executed the same as such Director, by virtue of Official Order No. _____ dated _____, made by said W. C. Hennessy, Commissioner of Transportation, and filed in the office of the State Department of Transportation and pursuant to the provision of the statutes of the State of New York pertaining thereto.

Joseph A. Fogarty
Notary Public, State of New York
JOSEPH A. FOGARTY
Notary Public, State of New York
Residing in Rensselaer County
Commission Expires March 30, 1978

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 8 day of February, 1978, before me, the subscriber, personally came Richard D. Wiles, to me known and known to me to be the Supervisor of the Town of Brighton, and the same person described in and who executed the within instrument, and he duly acknowledged that he executed the same as such Supervisor pursuant to the statute in such case provided.

E. James Springer
Notary Public, State of New York
E. JAMES SPRINGER
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires March 30, 1979



CLINTON COUNTY

WOODSIDE MANOR
NURSING HOME

NOTE POSSIBLE
EXCAVATION
BY OTHERS

STR 106

STR 6

AMER. D. X. A.
PROPOSED OUTER LOOP
GENERAL EXPRESSWAY
INTERCHANGE
3-5-12

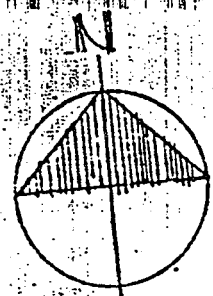
11-39
P-38
10-11

E.S.C.

WESTFALL ROAD

BOUNDARY OF STATE ON NEW YORK
LAND TO BE OCCUPIED AS PARK
AND RECREATION CENTER.

MAX GONSENHAUSER



SCALE 1"=200' 0"

M-118
D-235
7.5'

F. MONROE

NOTE POSSIBLE EXCAVATION
BY OTHERS

RETENTION

W 140
E 140
S 140

W 135
E 135

ES 20

CONNECTION

IS

ES 15

W 145 S 20 30
E 145 S 20 30

NW 25

APPENDIX "B"

COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

The term "Lessee", as used below, refers to the Town of Brighton and the term "Lessor" refers to the New York State Department of Transportation.

I. The lessee, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agrees "as a covenant running with the land" that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors; (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation and vehicle servicing) constructed or operated on, over, or under the space of the right-of-way, and (4) that the lessee shall use the land in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, part 8 (15 C.F.R., part 8), and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the lessor shall have the right to terminate this lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

II. That, further, lessee, its agents, employees, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, to:

- (a) Not discriminate against any employee or applicant for employment because of race, creed, color or national origin. Take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) In all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (c) Send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the lessee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

APPENDIX "B"

Page 2

- (e) Furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to its books, records and accounts by the Bureau of Public Roads and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the lessee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- (g) Not discriminate against labor from any other State, possession or territory of the United States.
- (h) Include the provisions of paragraph (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order No. 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event lessee becomes involved in, or is threatened with litigation with a subcontractor vendor as a result of such direction by the Bureau, the lessee may request the United States to enter into such litigation to protect the interests of the United States.



Public Works Department

Mike Guyon, P.E.
Commissioner of Public
Works

June 9, 2022

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

Re: Proposed Permanent Hiring
Laborer Position (Highway Department)

Dear Chairperson DiPonzio and Committee Members:

The Highway Department has been seeking to fill two vacant laborer positions. We continue to look for qualified candidates and we feel that Camryn Hamel has the necessary experience and construction background to immediately assist our crews with their daily workload. Therefore, I am recommending:

- 1) Camryn Hamel, 1109 Culver Road, Apt. 9, Rochester, NY 14609 be appointed to the position of laborer subject to Town Board action;
- 2) the effective date of hire will be Monday July 11, 2022 with the starting wage to be \$20.23/hour (40 hours/week) in accordance with the current collective bargaining agreement with the Brighton CSEA unit;
- 3) the appointment is subject to a 52-week probationary period effective as of the date of hire;
- 4) the other terms of hiring and employment shall also be in accordance with the current CSEA contract as well as other necessary documentation that shall be provided to our Human Resources Department.

This appointment and position is classified as "noncompetitive" by the Monroe County Civil Service Commission. This position and salary has been accounted for in the 2022 budget.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 15, 2022 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon
Commissioner of Public Works

cc: S. Zimmer
P. Parker
B. Monroe
T. Van Putte
K. Gordon



FLEET MANAGEMENT

PREPARED FOR:



Connor Kimball

FLEET CONSULTANT

585-734-1973

PHONE

Connor.R.Kimbal@efleets.com

EMAIL



FLEET SYNOPSIS | TOWN OF BRIGHTON

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 48% of the light and medium duty fleet is currently 10 years or older
- 69.5% of the light and medium duty fleet is currently 6 years or older
- 9 years is the current average age of the fleet
- 13.14 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$773,036 in 10 years

- Shorten the current vehicle life cycle from 13.14 years to 4.57 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$115,914 in capital from the salvage of 12 vehicles in the first year
- Reduce Maintenance to an average monthly cost of \$37.93 vs. current \$220.78
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 3 vehicles predate Anti-Lock Brake standardization (2007)
 - 9 vehicles predate Electronic Stability Control standardization (2012)
 - *ESC is the most significant safety invention since the seatbelt*
 - 17 vehicles predate standardization of back up camera (2018)

Piggyback The Sourcwell awarded RFP #060618-EFM that addresses the following:

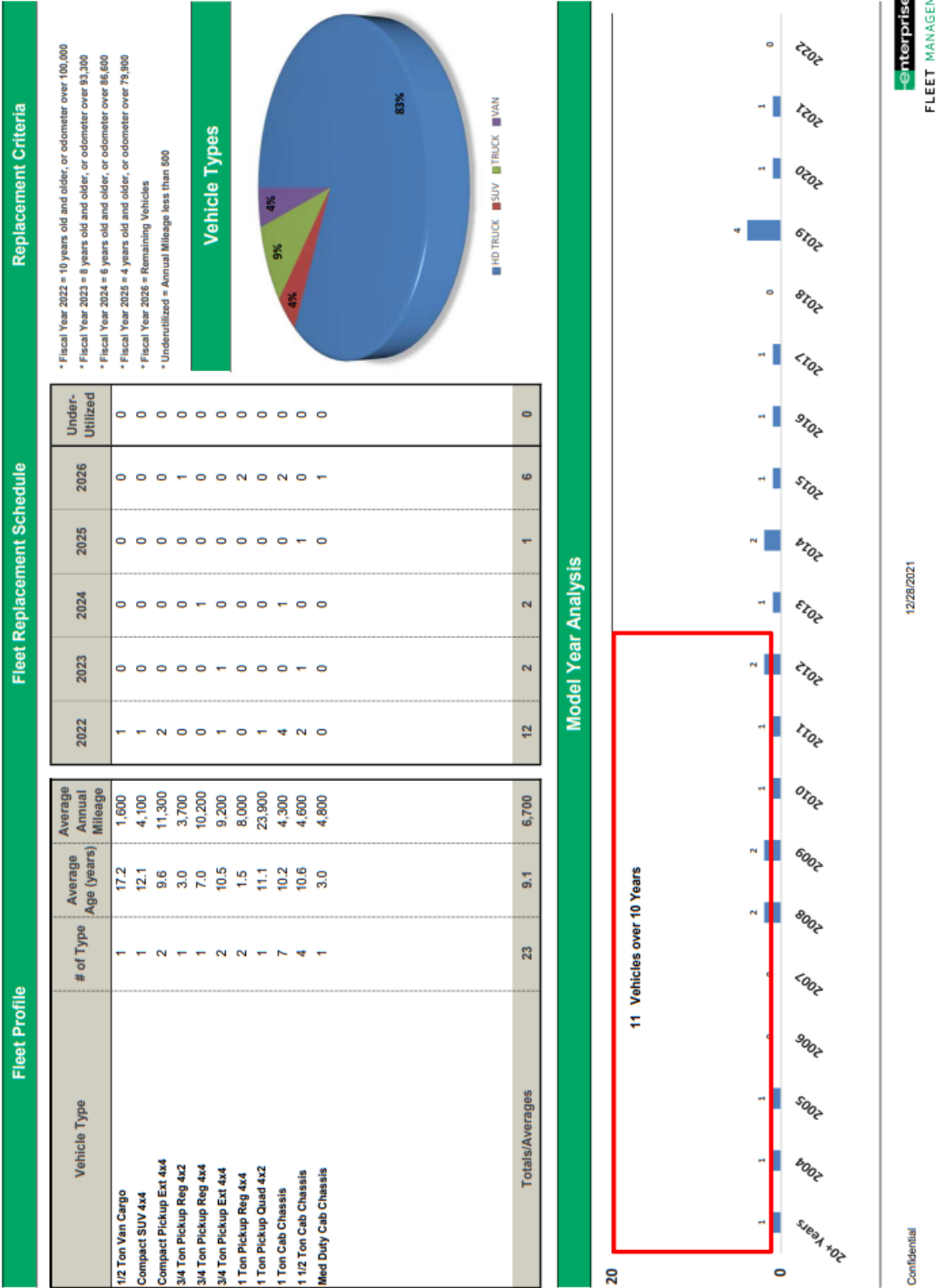
- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RESULTS

By partnering with Enterprise Fleet Management, the Town of Brighton will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. The Town of Brighton will reduce fuel costs by 79% and reduce maintenance costs from \$220.78 on average to \$37.93 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the Town of Brighton will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the Town of Brighton will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$44,637.

FLEET PROFILE | TOWN OF BRIGHTON

Town of Brighton - Fleet Profile



Confidential

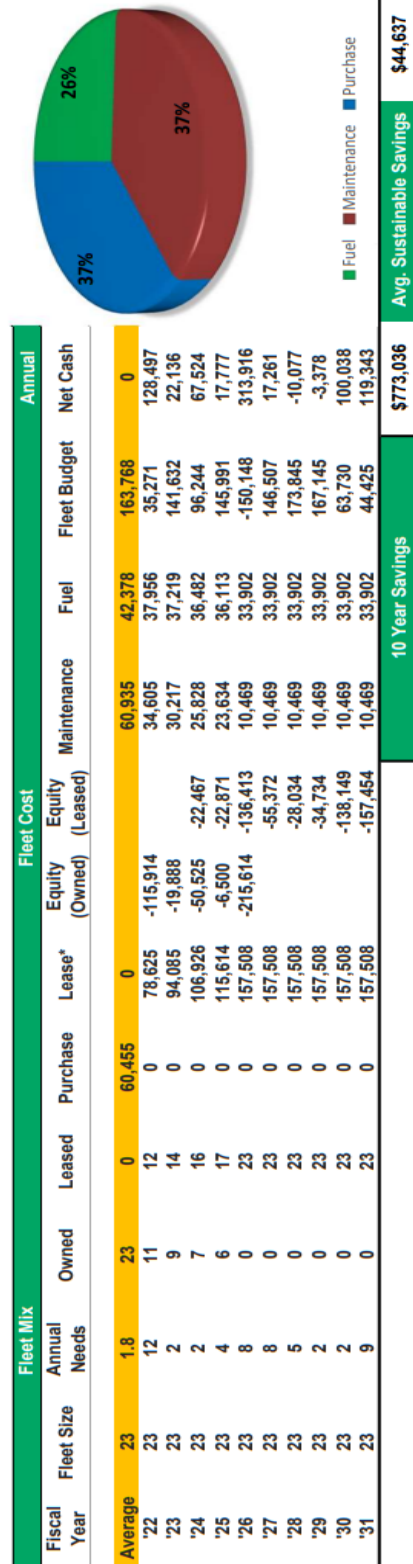
12/28/2021

enterprise FLEET MANAGEMENT

enterprise
FLEET MANAGEMENT

Fleet Costs Analysis

Current Fleet	23	Fleet Growth	0.00%	Proposed Fleet	23
Current Cycle	13.14	Annual Miles	6,700	Proposed Cycle	4.57
Current Maint.	\$220.78			Proposed Maint.	\$37.93
Maint. Cents Per Mile	\$0.40	Current MPG	10	Price/Gallon	\$2.75



KEY OBJECTIVES

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	12	2	2	1	6	0
Est \$	\$9,660	\$9,944	\$25,263	\$6,500	\$35,936	\$0
TOTAL	\$115,914	\$19,888	\$50,525	\$6,500	\$215,614	\$0
					Estimated Current Fleet Equity**	\$408,441

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

CASE STUDY | CITY OF YORK

CASE STUDY | HOUSING AUTHORITY OF THE CITY OF YORK



Housing Authority uses Enterprise to improve fleet reliability and reduce cost.

BACKGROUND

Location: York, PA
Industry: Government
Total vehicles: 23 vehicles

THE PROBLEM

The Housing Authority of York's vehicles were suffering from years of wear and tear. The organization, which manages over 1,000 properties, ran their vehicles until they became inoperable. This approach was costly and unpredictable. The fleet program was strained financially, and operationally they were managing unreliable vehicles.

THE SOLUTION

Enterprise Fleet Management proposed that the Housing Authority acquire new vehicles and sell their old vehicles with the help of Enterprise. This allowed the Housing Authority to capitalize on the remaining equity they had in their fleet. To help prevent issues with vehicle downtime, Enterprise recommended Full Maintenance and Risk Management programs. Overtime these programs will significantly reduce costs.

"Outsourcing our fleet to Enterprise has been budget friendly to The Housing Authority and has worked smoothly within our framework of procurement policies."

— Regina Mitchell, Executive Director

By using an open-end lease agreement to acquire newer vehicles, costs are manageable allowing for better cash flow within the organization. The Housing Authority was also able to capitalize on the resale value of their old vehicles, using the equity to reduce costs.

THE RESULTS

By improving the Housing Authority's fleet to newer models, there has been a significant reduction in fuel and maintenance expenses. The open-end lease allows them to maximize cash flow and recognize equity, directly resulting in \$46,000 in savings over the next 10 years. Reducing vehicle downtime with the maintenance program, employee morale is on the rise because they are operating newer, safer, more reliable vehicles.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results



REDUCED
MAINTENANCE
EXPENSES BY
70%

50%
REDUCTION
IN FUEL
EXPENSE



10 YEAR
REDUCTION IN
AVERAGE FLEET AGE



PROGRAM RESOURCES | TOWN OF BRIGHTON

SAFETY

- 48% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

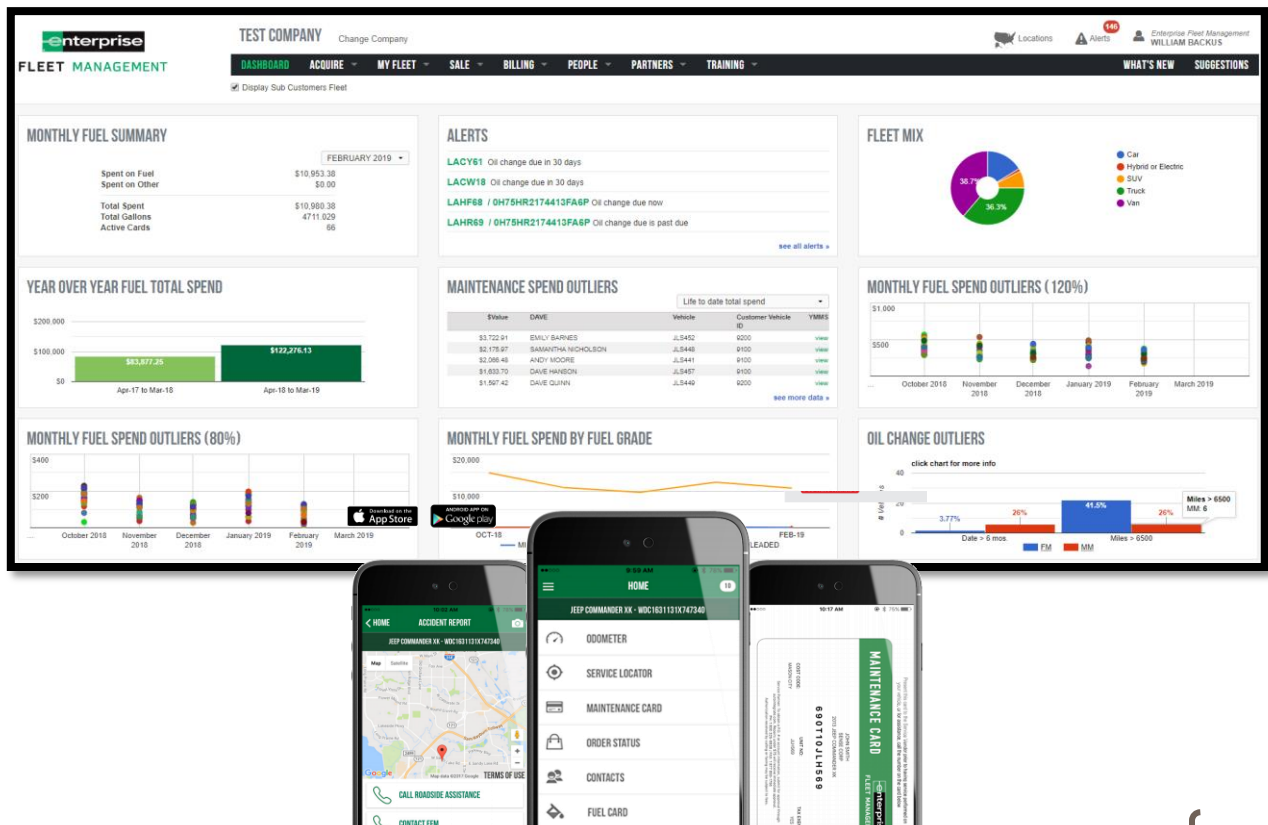
The Town of Brighton will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | TOWN OF BRIGHTON

CURRENT PARTNERS

- Town of Webster
- Town/Village of East Rochester
- Town of Gates
- Village of Watkins Glen
- Village of Canton
- City of Buffalo
- City of Rome
- City of Buffalo
- City of Oneida
- City of Cortland
- County of Genesee
- County of Erie
- County of Ontario
- County of Genesee

REFERENCE:

Below is a list of two (2) client references including company name, contact person, and telephone number.

1. Town: **Town of Webster**
Business Phone #: (585) 872-1000
Contact Person: Tom Flaherty, Town Supervisor
2. City: **Town/Village of East Rochester**
Business Phone #: (585) 586-3553
Contact Person: Martin D'Ambrose, Administrator

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL



Loan Details	
Loan amount	\$33,586.11
Annual interest rate	3.00%
Loan period in years	5
Start date of loan	6/14/2022

Loan Summary	
Monthly payment	\$603.50
Number of payments	60
Total interest	\$2,623.80
Total cost of loan	\$36,209.91

Loan Details	
Average Annual Aquisitions	1.8
Average Vehicles on Bonds	9
Average Monthly Payment Per Vehicle	\$603.50
Average Total Annual Budget	\$65,177.83

Savings Opportunity	
Additional Annual Savings	\$4,722.83
Average Vehicles on Bonds	\$47,228.30

Pmt No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	7/14/2022	\$33,586.11	\$603.50	\$519.53	\$83.97	\$33,066.58
2	8/14/2022	\$33,066.58	\$603.50	\$520.83	\$82.67	\$32,545.74
3	9/14/2022	\$32,545.74	\$603.50	\$522.13	\$81.36	\$32,023.61
4	10/14/2022	\$32,023.61	\$603.50	\$523.44	\$80.06	\$31,500.17
5	11/14/2022	\$31,500.17	\$603.50	\$524.75	\$78.75	\$30,975.42
6	12/14/2022	\$30,975.42	\$603.50	\$526.06	\$77.44	\$30,449.36
7	1/14/2023	\$30,449.36	\$603.50	\$527.38	\$76.12	\$29,921.99
8	2/14/2023	\$29,921.99	\$603.50	\$528.69	\$74.80	\$29,393.30
9	3/14/2023	\$29,393.30	\$603.50	\$530.02	\$73.48	\$28,863.28
10	4/14/2023	\$28,863.28	\$603.50	\$531.34	\$72.16	\$28,331.94
11	5/14/2023	\$28,331.94	\$603.50	\$532.67	\$70.83	\$27,799.27
12	6/14/2023	\$27,799.27	\$603.50	\$534.00	\$69.50	\$27,265.27
13	7/14/2023	\$27,265.27	\$603.50	\$535.34	\$68.16	\$26,729.94
14	8/14/2023	\$26,729.94	\$603.50	\$536.67	\$66.82	\$26,193.26
15	9/14/2023	\$26,193.26	\$603.50	\$538.02	\$65.48	\$25,655.25
16	10/14/2023	\$25,655.25	\$603.50	\$539.36	\$64.14	\$25,115.89
17	11/14/2023	\$25,115.89	\$603.50	\$540.71	\$62.79	\$24,575.18
18	12/14/2023	\$24,575.18	\$603.50	\$542.06	\$61.44	\$24,033.12
19	1/14/2024	\$24,033.12	\$603.50	\$543.42	\$60.08	\$23,489.70
20	2/14/2024	\$23,489.70	\$603.50	\$544.77	\$58.72	\$22,944.93
21	3/14/2024	\$22,944.93	\$603.50	\$546.14	\$57.36	\$22,398.79
22	4/14/2024	\$22,398.79	\$603.50	\$547.50	\$56.00	\$21,851.29
23	5/14/2024	\$21,851.29	\$603.50	\$548.87	\$54.63	\$21,302.42
24	6/14/2024	\$21,302.42	\$603.50	\$550.24	\$53.26	\$20,752.18
25	7/14/2024	\$20,752.18	\$603.50	\$551.62	\$51.88	\$20,200.56
26	8/14/2024	\$20,200.56	\$603.50	\$553.00	\$50.50	\$19,647.56
27	9/14/2024	\$19,647.56	\$603.50	\$554.38	\$49.12	\$19,093.18
28	10/14/2024	\$19,093.18	\$603.50	\$555.77	\$47.73	\$18,537.42
29	11/14/2024	\$18,537.42	\$603.50	\$557.15	\$46.34	\$17,980.26
30	12/14/2024	\$17,980.26	\$603.50	\$558.55	\$44.95	\$17,421.71
31	1/14/2025	\$17,421.71	\$603.50	\$559.94	\$43.55	\$16,861.77
32	2/14/2025	\$16,861.77	\$603.50	\$561.34	\$42.15	\$16,300.43

Pmt No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
33	3/14/2025	\$16,300.43	\$603.50	\$562.75	\$40.75	\$15,737.68
34	4/14/2025	\$15,737.68	\$603.50	\$564.15	\$39.34	\$15,173.53
35	5/14/2025	\$15,173.53	\$603.50	\$565.56	\$37.93	\$14,607.96
36	6/14/2025	\$14,607.96	\$603.50	\$566.98	\$36.52	\$14,040.98
37	7/14/2025	\$14,040.98	\$603.50	\$568.40	\$35.10	\$13,472.59
38	8/14/2025	\$13,472.59	\$603.50	\$569.82	\$33.68	\$12,902.77
39	9/14/2025	\$12,902.77	\$603.50	\$571.24	\$32.26	\$12,331.53
40	10/14/2025	\$12,331.53	\$603.50	\$572.67	\$30.83	\$11,758.86
41	11/14/2025	\$11,758.86	\$603.50	\$574.10	\$29.40	\$11,184.76
42	12/14/2025	\$11,184.76	\$603.50	\$575.54	\$27.96	\$10,609.22
43	1/14/2026	\$10,609.22	\$603.50	\$576.98	\$26.52	\$10,032.24
44	2/14/2026	\$10,032.24	\$603.50	\$578.42	\$25.08	\$9,453.83
45	3/14/2026	\$9,453.83	\$603.50	\$579.86	\$23.63	\$8,873.96
46	4/14/2026	\$8,873.96	\$603.50	\$581.31	\$22.18	\$8,292.65
47	5/14/2026	\$8,292.65	\$603.50	\$582.77	\$20.73	\$7,709.88
48	6/14/2026	\$7,709.88	\$603.50	\$584.22	\$19.27	\$7,125.66
49	7/14/2026	\$7,125.66	\$603.50	\$585.68	\$17.81	\$6,539.97
50	8/14/2026	\$6,539.97	\$603.50	\$587.15	\$16.35	\$5,952.83
51	9/14/2026	\$5,952.83	\$603.50	\$588.62	\$14.88	\$5,364.21
52	10/14/2026	\$5,364.21	\$603.50	\$590.09	\$13.41	\$4,774.12
53	11/14/2026	\$4,774.12	\$603.50	\$591.56	\$11.94	\$4,182.56
54	12/14/2026	\$4,182.56	\$603.50	\$593.04	\$10.46	\$3,589.52
55	1/14/2027	\$3,589.52	\$603.50	\$594.52	\$8.97	\$2,994.99
56	2/14/2027	\$2,994.99	\$603.50	\$596.01	\$7.49	\$2,398.98
57	3/14/2027	\$2,398.98	\$603.50	\$597.50	\$6.00	\$1,801.48
58	4/14/2027	\$1,801.48	\$603.50	\$598.99	\$4.50	\$1,202.49
59	5/14/2027	\$1,202.49	\$603.50	\$600.49	\$3.01	\$601.99
60	6/14/2027	\$601.99	\$603.50	\$601.99	\$1.50	\$0.00

Pmt No.	Payment Date	Beginning Balance	Payment		Principal	Interest	Ending Balance
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