

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

**Meeting Date: Tuesday, December 6, 2022 (3:30 p.m.)**

**Location: *AUDITORIUM*, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the November 15<sup>th</sup>, 2022 meeting.
2. Approve budget transfer in the Personnel Department in the amount of \$3,500 for two laptop computers (Personnel Dept.) – Request from Tricia VanPutte for Town Board action to approve a transfer in the amount of \$3,500 from account A.PRSNL.1430.4.53 Attorney Fees to account A.PRSNL.1430.2.13 Computer Equipment. This will fund the purchase of two laptop computers and utilize the current laptop for field use by employees as well as the personnel staff (see letter from T. VanPutte).
3. Approve agreement with Sylvia Staples for Assessment Consulting Services at \$50 per hour in a total amount not to exceed \$5,000 (Assessor's Dept.) – Request from Pam Post for Town Board action to approve and authorize the Supervisor to execute a contract with Sylvia Staples to provide assessment consulting to Pam Post. The hourly rate for contract is \$50 and total contract will not exceed \$5,000 for 100 hours of training, 10 hours which may be utilized before the end of 2022. Contract will terminate on December 31, 2023 (see letter from P. Post).
4. Approve budget transfer in the Facilities Department in the amount of \$2,850 for two vacuum cleaners and budget overage (Public Works/Facilities Dept.) – Request from Gary Donofrio for Town Board action to approve a transfer in the amount of \$2,850 from account A.DPW.1620.4.41 Maintenance/Repair Services to A.DPW.1620.2.40 Maintenance Equipment. This will fund the purchase of two new vacuum cleaners and correct a budget overage (see letter from G. Donofrio).
5. Approve contract with Speedy's Cleaners for 2023 with three (3) renewal options (Police Dept.) – Request from Police Chief David Catholdi for Town Board action to authorize the Supervisor to execute a contract with Speedy's Cleaners for uniform laundering and cleaning services for the Police Department for 2023 with the option to renew for up to three (3) additional years. Quotes were solicited with only two firms responding with Speedy's being the lowest quote (see letter from D. Catholdi).
6. Approve contract with Elmer's Brighton Garage for 2023 with three (3) renewal options (Police Dept.) – Request from Police Chief David Catholdi for Town Board action to authorize the Supervisor to execute a contract with Elmer's Brighton Garage for vehicle and repair services for the Town of Brighton. Contract labor rate is \$90/hour with a 10% discount on the retail price of vehicle parts. Elmer's had the lowest quote for lube, oil and filter at \$56.00/\$61.50 (see letter from D. Catholdi).

7. Amend 2023 FLAT salary schedule for Fire Protection District Administrator (Public Works Dept.) – Request from Mike Guyon for Town Board action to amend the 2023 FLAT salary schedule for the Fire Protection District Administrator. Due to the dissolution of the West Brighton Fire Protection District with the services being provided by Henrietta Fire District, the role of District Administrator has changed. Therefore, the salary for this position will be reduced by 50% from \$5,485 to \$2,743 effective January 1, 2023 (see letter from M. Guyon).
8. Declare 2008 Ford Crown Victoria sedan as surplus to be sold at auction (Public Works Dept.) – Request from Mike Guyon for Town Board action to declare one (1) 2008 Ford Crown Victoria sedan (VIN# 2FAHP71V08X172940) as surplus to be sold at the next municipal live auction or on the online auction usually with Roy Teitsworth, Inc. (see letter from M. Guyon).
9. Approve two year contract with New York State Municipal Workers' Compensation Alliance effective January 1, 2023 (Finance Dept.) – Request from Paula Parker for Town Board action to approve a new/renewal contract with New York State Municipal Workers' Compensation Alliance for two years effective January 1, 2023 and ending on December 31, 2024. The total cost of the contract for the two year period is \$363,440 (\$181,720 annually). This new contract is less than the prior two-year contract and will yield a \$30,204 saving to the Town over the new two-year period (see letter from P. Parker).
10. Approve Service Contract Annex A – pricing change for the Paragon Compliance Master Service Agreement for 2023 (Finance Dept.) – Request from Paula Parker for Town Board action to approve and authorize the Supervisor to sign the Service Contract Annex A with Paragon Compliance, LLC. The Annex increased per employee per month pricing from \$1.25 to \$1.33 – the first increase in five years. All other terms and conditions remain unchanged in the master agreement. We have also added the Fulfillment Lite service for approximately 155 employees for IRS form 1095 generation with employee addresses (see letter from P. Parker).
11. **TABLED from 11/1/2022 and 11/15/2022 FASC Meeting:** Review/Change RPTL Exemption Limits for Senior Citizens and People with Disabilities (Assessor's Dept.) – Review any available updated information.
12. Approve meeting schedule for 2023 to be included in the 2023 Organizational meeting – Review the 2023 FASC meeting schedule and approve. The schedule will be included at the January 3, 2023 Organizational meeting (see final draft).

**The next regularly scheduled meeting of the FASC will be held on  
TUESDAY, December 20, 2022 at 3:30 p.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 Tuesday, November 15, 2022 Meeting**

**ATTENDEES**

**FASC Committee members:**

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

**Other Town Councilmembers:**

Christine Corrado  
Chris Werner

**Department Heads/Other attendees:**

David Catholdi (Police)  
Mike Guyon (Highway/Public Works)  
Pam Post (Town Assessor)

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:

**Approval of Minutes:** Approval of Minutes – Receive and file the minutes of the November 1, 2022 meeting.

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

Award bids for phase 3 of the Winter Farmer's Market project (Recreation/Public Works Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to award bids for General contract, Plumbing contract, HVAC contract and Electrical contract for phase 3 of the Farmer's Market Project. This included a new building and a connector building to the existing building. The total of the contracts plus a 10% contingency is \$1,842,269. Additional funding in the amount of \$392,000 is also anticipated to complete the needed site work utilizing Town Highway and Sewer staff. The total to complete the project is estimated at \$2,234,169 with only \$1,524,488 of funds available leaving a deficit of approximately \$710,000. In order to have enough funds available to complete this project, the Town will have to either utilize unappropriated fund balances and/or issue bond anticipation notes while pursuing other potential grant funding to ultimately reduce the amount the Town may have to utilize in either fund balances and/or debt service (see letter from M. Guyon).

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

**Grant Authorizations and Acceptances:**

Approve 10/1/2022-9/30/2023 STOP DWI funding agreements with Monroe County (Police Dept.) – The FASC discussed with Police Chief David Catholdi

his request for Town Board action to approve STOP DWI funding agreements with Monroe County for approximately \$10,294.73 for the October 1, 2022 through September 30, 2023 and January 1, 2023 through December 31, 2023 program years. The Chief also request further authorization for the Town Supervisor to execute these agreements and any additional funding agreements or amendments should the New York State STOP DWI Foundation make additional funds available through Monroe County for these program periods (see letter from D. Catholdi).

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

Approve contract with Burke Group for Actuarial Services for Other Post-Employment Benefits (OPEB) per GASB 75(Finance Dept.) – The FASC discussed with Paula Parker the request from Suzanne Zaso for Town Board action to approve a renewal contract with the Burke Group for the years ending 2022 – 2025 for these services. The base fee for the full years' valuations will be \$4,000 (no increase since 2012) and \$2,250 for the interim valuation years (no change since 2019). Funding for these services have been budget and are available for 2022 and 2023 (see letter from S. Zaso).

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

Approve contract cost increase of \$325 per month with PenFlex for the WBFPD LOSAP dissolution (Finance Dept.) – The FASC discussed with Paula Parker her request for Town Board action to approve an increase in the amount of the PenFlex contract for services relating to the dissolution and closeout of the Length of Service Awards Program for the West Brighton Fire Protection District. This cost of this extension will be at a maximum value of \$650 for the month of November and December (if needed) 2022. This will bring the total amount due to PenFlex at a maximum of \$12,325 or \$12,650 if the increase is needed for December 2022, which is unlikely. Due to one of LOSAP member's late response to file the appropriate documents, this cost increase is needed to distribute the remaining funds and dissolving the LOSAP program (See letter from P. Parker).

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

### **Budget Amendments and Transfers:**

No matters for this meeting.

### **Personnel Matters:**

Authorize the promotion of Nicholas MacLeod from Laborer to Skilled Laborer effective on November 28<sup>th</sup>, 2022 (Sewer Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to approve the promotion of Nicholas MacLeod from a Laborer to a Skilled Laborer in the Sewer Department. The promotion will be effective November 28<sup>th</sup>, 2022 at a rate of \$29.99 per hour for a 40 hour workweek and will serve a 26 week probationary period and is in accordance with the CSEA contract (see letter from M. Guyon).

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

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

Approve purchase of two stall dog kennel and installation costs and necessary budget amendment for \$25,000 (Police Dept.) – The FASC discussed with Police Chief David Catholdi his request for Town Board action to purchase and install a two-stall dog kennel to be located at the Town's landfill. The cost of the kennel is \$15,878.45 with the additional funds needed for installation costs and supplies. There was also a request for approval to appropriate the \$25,000 to the Animal Control budget to facilitate this project.

\*However after discussing this project with both the Chief and Mike Guyon, the FASC increased the amount to appropriate from \$25,000 to **\$30,000** from any funds available (see updated letter from D. Catholdi).

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

Review & Approve Rules of Decorum at Public Meetings – The FASC discussed the revised proposed Decorum Rules. Each of the Town Board members has had a chance to review these rules and the Town Attorney has revised them. 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:**

Review/Change RPTL Exemption Limits for Senior Citizens and People with Disabilities (Assessor's Dept.) – Request from Pam Post to review memo and options regarding the increase of income limits for this group. There is information regarding what some other municipalities are doing as well as Pam's recommendation (see memo from P. Post).

\*Pam updated the committee with the resolution passed by the Rush Henrietta School District increasing limits for this deduction to \$36,000 with a sliding scale to \$44,400.

The committee reviewed many options and the potential related impacts. This item was tabled and will remain on the agenda for discussion at the next FASC meeting on December 6. 2022.

### **Executive Session:**

No matters for this meeting

The meeting was adjourned at 4:50 pm.

**The next regularly scheduled meeting of the FASC will be held on  
Tuesday, December 6<sup>th</sup>, 2022 at 3:30 PM**

in the **AUDITORIUM\*\*** at Brighton Town Hall.

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

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



Town of  
**Brighton**

## Personnel Department

**Tricia Van Putte**  
Director of Personnel

November 20, 2022

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

Re: Budget transfer

Dear Board Members:

I am recommending that the Town Board authorize a budget transfer in the amount of \$3,500.00 from the Personnel Department Attorney Fees account (A.PRSNL.1430 4.53) to the Personnel Department Office Computer Equipment account (A.PRSNL.1430 2.13) for the purchase of two laptop computers. This will allow Personnel to cascade an old laptop for field use for employees to use to access Paychex Flex, MVP Health Care, WellBeing Rewards and other fillable employment documents such as tax forms and the employment application. An additional laptop will also allow Shana Hagins, Employee Benefits Technician, to move from a desktop computer to a laptop which provides the advantage of portability and convenience.

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

Sincerely,

Tricia Van Putte  
Director of Personnel

CC: P. Parker



Town of  
**Brighton**

## Assessor's Office

Pamela Post  
Town Assessor

November 28, 2022

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

RE: Contract Agreement with Sylvia Staples, Assessment Consultant for 2022 and 2023

Dear Councilperson DiPonzo and Committee Members:

The Assessment Department is requesting approval to enter into a contract agreement with Sylvia Staples, Assessment Consultant from December 2022 through December 2023. Sylvia has over 30 years' experience working with the NYS Assessor software, RPS. She specializes in training related to Models, Analytics, Inventory Reports, Cost Databases, Updating Land Tables, and Neighborhood Analysis. This one on one consultation is an invaluable tool for acquiring skills in annual maintenance and best practices.

The fee for this service is \$50.00 per hour. The request is for consultation on an "as needed" basis not to exceed an aggregate amount of \$5,000 for 100 total hours of instruction and training broken down to 10 hours being used for the year ending 2022 and the remaining 90 hours in 2023. This is contingent upon the availability of funds in the Assessor Budget.

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

Sincerely,

*Pamela Post*

Pamela Post

Assessor, Town of Brighton

## A G R E E M E N T

THIS AGREEMENT, made this 28th day of November, in the year 2022, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Sylvia Staples, residing at 26 East Main Street, Shortsville, NY 14548, hereinafter referred to as the "Contractor".

## W I T N E S S E T H

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services for the Town of Brighton Assessor's Department: Provide instruction and support in maintaining cost models, sales data analysis, land tables, neighborhood codes maintenance, inventory clean-up, and other components that are an integral part of the NYS Real Property Tax System (RPS). Also included will be instruction, support and assistance relating to the setup of options to print valuation documents, cost and comparable sheets, 510 change of assessment notices and any other custom reports that are requested.

2. The term of this agreement shall be from November 28, 2022 to December 31, 2023. This contract may be terminated by the Town of Brighton immediately upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor at a rate of Fifty dollars (\$50) per hour on an as needed basis as authorized and approved by the Town of Brighton Town Assessor, Pam Post. The Contract amount will not exceed FIVE

THOUSAND (\$5,000) in the aggregate for one hundred (100) hours of instruction and training, of which no more than Five Hundred (\$500) or ten (10) hours may be used for the year ending 2022.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Town of Brighton Town Assessor, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid based on the hours satisfactorily worked by Consultant prior to termination of this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.

6. The Contractor agrees that she will not assign, transfer, convey, sublet or otherwise dispose of this contract or her right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that she will conduct herself consistent with its status, said status being that of an independent contractor, and that she will not hold herself out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out her activities under the terms of this agreement that she shall not discriminate against any person due to such person's race, color, creed, sex, sexual orientation or national origin, and that at all times she will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

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

TOWN OF BRIGHTON

By: \_\_\_\_\_  
William W. Moehle, Supervisor

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Sylvia Staples  
Assessment Consultant



Town of  
**Brighton**

Public Works  
Department

Mike Guyon, P.E.  
Commissioner of Public  
Works

December 1, 2022

Honorable Town Board  
Finance and Administrative Service Committee  
Town of Brighton  
2300 Elmwood Ave  
Rochester, NY 14618

Re:     New Vacuums  
          Budget Transfer

Dear Board Members:

I am recommending that the Town Board authorize a budget transfer in the amount of \$2,850 from Maintenance/Repair Services (A.DPW.1620 4.41) to Maintenance Equipment (A.DPW.1620 2.40) to cover a budget overage and to purchase of 2 new vacuums. This will allow us to replace two aging vacuums and have a new vacuum in each building.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 6, 2022 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon

Cc     Gary Donofrio  
          Paula Parker  
          Ken Gordon



Town of  
**Brighton**

## Brighton Police Department

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



David Catholdi  
Chief of Police

November 29, 2022

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

### **RE: Laundry and Dry Cleaning Contract – 2023**

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Speedy's Cleaners and the Town of Brighton for uniform dry cleaning and laundering services. This contract is for the period beginning January 1, 2023 through December 31, 2023 with the option to renew for up to three years.

In accordance with the Town's procurement policy, three written requests for pricing were sought. I ask that Speedy's Cleaners be awarded the agreement based on being the low responsive quote for all uniform items at a cost of \$64.10. Speedy's is also able to meet our drop off and pick up requirements set forth by the Brighton Police Department.

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

Respectfully,

David Catholdi  
Chief of Police

CDC:jpo  
Attachment

**TOWN OF BRIGHTON**  
**REQUEST FOR QUOTATION - NOT AN ORDER**

DEPARTMENT Police  
 APPROPRIATION CODE 3120 4.72

\$1,000 - \$2,500 requires 2 Written quotes  
\$2,500 - \$20,000 requires 3 Written quotes

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
	Laundering and Dry Cleaning	1	64.10

DELIVERY LOCATION \_\_\_\_\_ TERMS \_\_\_\_\_

VENDORS CONTACTED:

1. NAME Speedy's Cleaners DATE QUOTED 11/18/22  
 ADDRESS 1829 Monroe Avenue PRICE OR BEST ESTIMATE 64.10  
Rochester, NY 14618 DELIVERY DATE \_\_\_\_\_  
 PHONE 585-586-0870 ACCEPTED (X) REJECTED ( )

NAME Eagle Cleaners DATE QUOTED 11/18/22  
 ADDRESS 1601 Penfield Road PRICE OR BEST ESTIMATE 72.60  
Rochester, NY 14625 DELIVERY DATE \_\_\_\_\_  
 PHONE 585-381-6120 ACCEPTED ( ) REJECTED (X)

3, NAME \_\_\_\_\_ DATE QUOTED \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ PRICE OR BEST ESTIMATE \_\_\_\_\_  
 PHONE \_\_\_\_\_ DELIVERY DATE \_\_\_\_\_  
 ACCEPTED ( ) REJECTED ( )

ARE THERE ANY TRADE-IN ALLOWANCES OR DISCOUNTS APPLICABLE TO THIS PURCHASE? \_\_\_\_\_

REMARKS:

I CERTIFY THAT ALL REQUIRED PURCHASING PROCEDURES HAVE BEEN FOLLOWED,

JP O'Brien   
 DEPARTMENT PURCHASING AGENT

11/30/22  
 DATE

## TOWN OF BRIGHTON POLICE DEPARTMENT

AGREEMENT, made on **December 14, 2022** between the TOWN OF BRIGHTON, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and

Speedy LLC  
Speedy's Cleaners  
1829 Monroe Avenue  
Rochester, NY 14618  
**Social Security/Tax ID Number 16-1567921**  
**(585) 586-0870**

Hereinafter referred to as the "Contractor".

The parties to the agreement, in consideration of the mutual promises set forth herein, hereby agree as follows:

**1) Services To Be Rendered.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department as set forth below.

**a) Laundering and Dry Cleaning of Police Uniforms**

**2) Rate and Payment.** The contractor hereby agrees to perform all laundering and dry cleaning services and all other obligations for the Brighton Police Department at the rate set forth below.

<b>a)</b>	Long sleeve blue uniform shirt.	\$ 3.40
	Short sleeve blue uniform shirt.	\$ 3.40
	Uniform trouser.	\$ 5.50
	Winter jacket.	\$ 7.00
	Blouse coat.	\$ 7.00
	Overcoat.	\$ 7.00
	Long sleeve shirt-laundered & pressed.	\$ 3.40
	Short sleeve shirt-laundered & pressed.	\$ 3.40
	Sport coat.	\$ 5.00
	Slacks.	\$ 5.50
	Two piece suit.	\$ 10.50
	<u>Blanket.</u>	<u>\$ 3.00</u>
	<b>Total for all above listed items.</b>	<b>\$ 64.10</b>

**\*this price will include the cost of minor repairs such as sewing of minor tears and the replacement of buttons.**

**3) Term.** The term of the Agreement shall be for **January 1, 2023** through **December 31, 2023** with the option for the Town in its sole discretion to extend the agreement for up to three, one year terms.

**4) Termination.** The Town reserves the right to terminate this Agreement immediately upon written notice to the Contractor, by Certified Mail, Return Receipt Requested or personal delivery of such notice for the following reasons:

## TOWN OF BRIGHTON POLICE DEPARTMENT

- a) In the event that the job performance by the Contractor is deemed unacceptable by the Town.
- b) In the event that the Town determines that termination is in the best interest of the Town, including without limitation a determination that the Town lacks sufficient funding to offer the service provided by the Contractor.
- c) In the event that the Contractor fails to maintain in effect any required insurance policy and/or fails to provide to the Town any certificate(s) of Insurance pursuant to Paragraph 9 of this Agreement.

In the event of termination under this Agreement, the Contractor shall only be entitled to remuneration for services rendered to the Town to the date of such termination.

- 5) **Integration of Agreement.** This instrument contains the entire Agreement between the parties and no statements, promises or inducements made by either party or agent of either party, that are not contained in this written Agreement may not be enlarged, modified or altered except in writing and initialed by both parties.
- 6) **Independent Contractor.** The contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit. This document shall not constitute the appointment of contractor as the Town's agent, and Contractor agrees that he will not act as or hold himself out as the agent of the Town.
- 7) **Contractor's Sole Responsibility.** The Contractor shall be solely responsible of all items listed below:
  - a. Contractor must have dry cleaning capabilities adequate for the service it proposes to furnish.
  - b. Garments will either be dry cleaned or laundered according to the type of fabric and/or preference of the customer. Military creases must be provided for any uniform shirt dry cleaned or laundered.
  - c. Contractor must provide pick-up and delivery service to the Brighton Police Department three times a week, except for Saturdays, Sundays and Holidays.
  - d. Contractor must allow department personnel to drop off and pick up their dry cleaning at the Contractors establishment. Contractor must guarantee same day service for any item brought in prior to 0900 hours that day, excluding weekends.
  - e. Contractor must agree that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.
  - f. All Dry Cleaning and Pressing shall be done in accordance with the accepted standards of the National Institute of Dry Cleaning

## TOWN OF BRIGHTON POLICE DEPARTMENT

g. In the event a garment is damaged or lost while in the contractor's possession, the contractor shall repair or reimburse the Town for such damage or loss at the replacement cost to the Town.

**8) Indemnification.** The Contractor agrees to indemnify and hold the Town harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and cost of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Contractor's fault or negligence in the performance of or failure to perform his responsibilities as stated in this Agreement, or occasioned all or in part by any act or omission of the Contractor, his agents or employees or otherwise arising from this agreement or out of services which the Contractor may perform.

**9) Insurance.** If the Town of Brighton requires the Contractor to carry insurance for the program or activity provided under this Agreement, the Contractor shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the Town Board and Attorney. The Contractor shall deliver a Certificate of Insurance to the Town evidencing such coverage: (a) at the time of execution of this Agreement; and (b) immediately upon any renewal of said policy during the term of this Agreement. The original and any renewal Certificates shall be attached to and incorporated into this Agreement. The Contractor's failure to provide said Certificates in a timely manner shall entitle the Town to withhold payments and/or to terminate this Agreement as provided in Paragraph 4 (c), above. **The Town of Brighton and Speedy's Cleaners shall be named as Certificate Holder and as an additional Insured for the specific work being undertaken.**

**10) Compliance with the Human Rights Law.** The Contractor agrees to abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

**IN WITNESS WHEREOF,** The parties hereto have executed this agreement the day and year first above written:

**CONTACTOR (Individual)**

By \_\_\_\_\_ Name \_\_\_\_\_  
Signature \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
Fed Tax Id / SSN \_\_\_\_\_

**TOWN OF BRIGHTON:**

By \_\_\_\_\_ Chief of Police \_\_\_\_\_ (Date)

By \_\_\_\_\_ Town of Brighton Supervisor \_\_\_\_\_ (Date)



Town of  
**Brighton**

# Brighton Police Department

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



David Catholdi  
Chief of Police

November 28, 2022

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

## **RE: Vehicle Maintenance and Repair Agreement**

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Elmer's Brighton Garage and the Town of Brighton for the provision of vehicle maintenance and repair services. This contract is for the period beginning January 1, 2023 through December 31, 2023 with the option to renew for up to three years.

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

The lowest responsive quote was received from Elmer's Brighton Garage, 1848 Monroe Avenue, Rochester, New York 14618 at a rate of \$90.00 per hour, 10% discount off the retail price for parts and the lowest bid price for lube, oil and filter of \$56.00/\$61.50.

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

Respectfully,

David Catholdi  
Chief of Police

CDC:jpo  
Attachment

**TOWN OF BRIGHTON**  
**REQUEST FOR QUOTATION - NOT AN ORDER**

DEPARTMENT Police  
 APPROPRIATION CODE 3120 4.65

\$1,000 - \$2,500 requires 2 Written quotes  
 \$2,500 - \$20,000 requires 3 Written quotes

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	Vehicle Maintenance for BPD And Town Vehicles	90 ph	90 ph

DELIVERY LOCATION \_\_\_\_\_ TERMS \_\_\_\_\_

VENDORS CONTACTED:

1. NAME Elmers Brighton Garage DATE QUOTED 11/15/22  
 ADDRESS 1848 Monroe Avenue PRICE OR BEST ESTIMATE 90 ph  
Rochester, NY 14618 DELIVERY DATE \_\_\_\_\_  
 PHONE (585) 244-1616 ACCEPTED (X) REJECTED ( )

NAME \_\_\_\_\_ DATE QUOTED \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ PRICE OR BEST ESTIMATE \_\_\_\_\_  
 PHONE \_\_\_\_\_ DELIVERY DATE \_\_\_\_\_  
 ACCEPTED ( ) REJECTED ( )

3, NAME \_\_\_\_\_ DATE QUOTED \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ PRICE OR BEST ESTIMATE \_\_\_\_\_  
 PHONE \_\_\_\_\_ DELIVERY DATE \_\_\_\_\_  
 ACCEPTED ( ) REJECTED ( )

ARE THERE ANY TRADE-IN ALLOWANCES OR DISCOUNTS APPLICABLE TO THIS PURCHASE? \_\_\_\_\_

REMARKS: *No other responses*

*RFP was delivered to 10 other vendors*

I CERTIFY THAT ALL REQUIRED PURCHASING PROCEDURES HAVE BEEN FOLLOWED,

JP O'Brien   
 DEPARTMENT PURCHASING AGENT

11-30-22  
 DATE

## TOWN OF BRIGHTON POLICE DEPARTMENT

AGREEMENT, made on **December 14, 2022** between the TOWN OF BRIGHTON, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and

Elmer's Brighton Garage  
1848 Monroe Avenue  
Rochester, NY 14618  
**Social Security/Tax ID Number 20-8103358**  
**(585) 244-1616**

Hereinafter referred to as the "Contractor".

The parties to the agreement, in consideration of the mutual promises set forth herein, hereby agree as follows:

- 1) Services To Be Rendered.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department as set forth below.
  - a) Police and Town Vehicle Maintenance and Repair**
  - b) Preventative maintenance and repairs will be performed by competent mechanics trained and experienced in working on the specific make and models of town and police vehicles, and that all work shall be performed in accordance with the manufacturer's specifications.**
  - c) Vendor must have complete diagnostic equipment on premises capable of identifying electrical, fuel, and engine related problems. This equipment will be located in a facility adequate for and actively engaged in the services specified.**
  - d) Vendor must have prompt access to automobile manufacturers approved parts for a fleet of twenty police and ten town vehicles for the contract year. Parts will be guaranteed in accordance with the manufacturer's standard warranty. No used or reconditioned parts will be used without the expressed prior approval of the Town. Replacement of defective parts (parts and labor) will be performed at the expense of the vendor.**
  - e) The Town prior to commencing work must approve all estimates. When the estimated cost of repairs appears unreasonable in view of prior cost experience, and other prevailing estimates, the Town reserves the right to obtain services from an alternate source.**
  - f) There shall be no extra charge for estimates and the vendor shall have the capability to work with, and accept, estimates for the maintenance repairs from independent and/or insurance appraisers**
  - g) Vendor may not charge the town for labor time spent in diagnosing a warranty-related repair.**
  - h) Vendor must provide as an option and enhancement to their quotation, pick up/tow and delivery service to and from the Town Hall for vehicles daily; except for Saturdays, Sundays and holidays. When vehicles are delivered by town personnel for service, transportation must be provided back to the Town Hall for these employees if so needed.**
- 2) Rate and Payment.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department at the rate set forth below.

## TOWN OF BRIGHTON POLICE DEPARTMENT

- a) Contractor agrees to provide services listed in section 1 at a labor rate of \$90.00 per hour.
  - b) Contractor agrees to provide a percent discount of 10% for all vehicle parts and or components
  - c) When services are complete, Contractor will provide an Invoice to the Brighton Police Department for payment.
  - d) Oil Change - \$56.00 5qt synthetic blend  
\$61.50 5qt full synthetic blend
- 3) **Term.** The term of the Agreement shall be for **January 1, 2023** through **December 31, 2023** with the option for the Town in its sole discretion to extend the agreement for up to three, one year terms.
- 4) **Termination.** The Town reserves the right to terminate this Agreement immediately upon written notice to the Contractor, by Certified Mail, Return Receipt Requested or personal delivery of such notice for the following reasons:
  - a) In the event that the job performance by the Contractor is deemed unacceptable by the Town.
  - b) In the event that the Town determines that termination is in the best interest of the Town, including without limitation a determination that the Town lacks sufficient funding to offer the service provided by the Contractor.
  - c) In the event that the Contractor fails to maintain in effect any required insurance policy and/or fails to provide to the Town any certificate(s) of Insurance pursuant to Paragraph 9 of this Agreement.
- In the event of termination under this Agreement, the Contractor shall only be entitled to remuneration for services rendered to the Town to the date of such termination.
- 5) **Integration of Agreement.** This instrument contains the entire Agreement between the parties and no statements, promises or inducements made by either party or agent of either party, that are not contained in this written Agreement may not be enlarged, modified or altered except in writing and initialed by both parties.
- 6) **Independent Contractor.** The contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit. This document shall not constitute the appointment of contractor as the Town's agent, and Contractor agrees that he will not act as or hold himself out as the agent of the Town.
- 7) **Contractor's Sole Responsibility.** The Contractor shall be solely responsible of all items listed below:

## TOWN OF BRIGHTON POLICE DEPARTMENT

- a) performing safety inspections of the equipment and materials used in the maintenance and repair of vehicles;
  - b) reporting to the Town any observed deficiencies in any equipment or materials owned or provided by the Town;
  - c) as a standard, it is anticipated that actual repair time should take no more than four hours (or less) for minor repairs (ie. tune-up, transmission service, fuel pump, alternator etc.) and two days (or less) for major repairs.
  - d) provide follow-up repair service for their maintenance repair within a reasonable time frame.
  - e) agreement that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.
- 8) **Indemnification.** The Contractor agrees to indemnify and hold the Town harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and cost of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Contractor's fault or negligence in the performance of or failure to perform his responsibilities as stated in this Agreement, or occasioned all or in part by any act or omission of the Contractor, his agents or employees or otherwise arising from this agreement or out of services which the Contractor may perform.
- 9) **Insurance.** If the Town of Brighton requires the Contractor to carry insurance for the program or activity provided under this Agreement, the Contractor shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the Town Board and Attorney. The Contractor shall deliver a Certificate of Insurance to the Town evidencing such coverage: (a) at the time of execution of this Agreement; and (b) immediately upon any renewal of said policy during the term of this Agreement. The original and any renewal Certificates shall be attached to and incorporated into this Agreement. The Contractor's failure to provide said Certificates in a timely manner shall entitle the Town to withhold payments and/or to terminate this Agreement as provided in Paragraph 4 (c), above. **The Town of Brighton and Elmer's Brighton Garage shall be named as Certificate Holder and as an additional Insured for the specific work being undertaken.**
- 10) **Compliance with the Human Rights Law.** The Contractor agrees to abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

**TOWN OF BRIGHTON POLICE DEPARTMENT**

**IN WITNESS WHEROF**, The parties hereto have executed this agreement the day and year first above written:

**CONTACTOR (Individual)**

By \_\_\_\_\_ Name \_\_\_\_\_  
Signature \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
Fed Tax Id / SSN \_\_\_\_\_

**TOWN OF BRIGHTON:**

By \_\_\_\_\_ Chief of Police \_\_\_\_\_ (Date)  
By \_\_\_\_\_ Town of Brighton Supervisor \_\_\_\_\_ (Date)



Town of  
**Brighton**

Public Works  
Department

Mike Guyon, P.E.  
Commissioner of Public  
Works

November 28, 2022

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

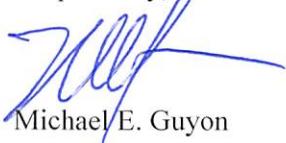
Re: Christopher Roth  
West Brighton Fire Protection District Stipend

Dear Councilperson DiPonzo and Committee Members:

The West Brighton Fire Protection District was dissolved in 2021 and fire protection for this area is now provided by the Henrietta Fire District. Prior to the dissolution, Chris Roth acted as liaison between the West Brighton Fire Protection District and the Town Board and received a stipend for this service. The dissolution of the WBFPD has reduced Chris's involvement in the fire protection of West Brighton but there continues to be a need for a relationship with the Henrietta Fire District. Since Chris's role has been reduced but not eliminated we are proposing to reduce the stipend by 50% to \$2,743.00.

I am requesting that the FASC recommend that the Town Board amend the Fire Marshal stipend to be \$2,743.00 in 2023. I will be in attendance at the December 6, 2022 FASC meeting to address any questions.

Respectfully,



Michael E. Guyon

Cc Chris Roth

**TOWN OF BRIGHTON  
2023 SALARY / WAGE SCHEDULE  
FLAT SALARIED / WAGE POSITIONS**

<u>TITLE</u>	<u>SALARY / WAGE</u>
ARCHITECT	\$46.38 / hr.
ASSISTANT FIRE MARSHAL	\$22.37 / hr.
FIRE PROTECTION DISTRICT ADMINISTRATOR	\$2,743 / yr.
POLICE OFFICER PART-TIME	\$27.05 / \$29.21 / \$31.38 / hr.
RECEIVER OF TAXES	\$31,640 / yr.
SCHOOL TRAFFIC GUARD	\$70.76 / day
SCHOOL TRAFFIC GUARD (EXTENDED POST)	\$80.76 / day
SCHOOL TRAFFIC GUARD (ON CALL)	\$61.35 / day
TOWN HISTORIAN	\$5,495 / yr.

This Salary / Wage Schedule provides for a 4% increase from 2022 for this employee group.



Town of  
**Brighton**

Public Works  
Department

Mike Guyon, P.E.  
Commissioner of Public  
Works

November 30, 2022

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

re: Fire Marshal Vehicle  
Declaration of Surplus Equipment

Dear Chairman DiPonzo and Committee Members:

The Assistant Fire Marshal has been using the 2008 Maroon Ford Crown Victoria sedan to travel to and from fire inspections. This vehicle requires extensive repairs. In lieu of repairing the Ford Crown Victoria, we are proposing to permanently replace this vehicle with the BPD Ford Explorer. Therefore, we are requesting that the 2008 Ford Crown Victoria sedan, VIN # 2FAHP71V08X172940 be declared surplus and put up for auction. Also, we would like to thank the Brighton Police Department for their assistance in this matter.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 6, 2022 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon

Cc      Chris Roth  
          Paula Parker  
          Ken Gordon



## Finance Department

Paula Parker  
Director of Finance

### Brighton

December 6, 2022

Honorable Town Board  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

RE: New York State Municipal Workers' Compensation Alliance Contracts  
Two year contract for 2023 – 2024

Dear Board Members:

As you recall, the Town's Insurance Agent solicited quotes from New York State Municipal Workers' Compensation Alliance for the 2021 calendar year. The Town entered into a two year option 2021 through 2022 totaling \$393,644 (\$196,822 annually) exclusive of the NYS Assessments.

Paris Kirwan has presented the Town with the renewal options from New York State Municipal Workers' Compensation Alliance for the 2023 – 2024 calendar years in the amount of \$363,440 (\$181,720 annually). The renewal contract with Comp Alliance will decrease the contract premium from \$196,822 to \$181,720 annually with all other terms and conditions remaining the same. This new two year contract will yield a savings of \$15,102 annually and \$30,204 over the two year period.

As in the previous contract, not included in this renewal quote is the additional amount of the NYS Workers' Compensation Assessment fees which are paid separately, based on the New York State Worker's Compensation Assessment rules and are in addition to the base amount of the contract. These amounts are estimated and will be in addition to the contract premiums.

I, therefore recommend that the Town of Brighton enter into the 2-year contract renewal with New York State Compensation Alliance for calendar years 2023 and 2024.

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



New York State  
Municipal Workers'  
Compensation Alliance

### Member Participation Agreement

Member: Town of Brighton

Agent: Paris Kirwan Associates

Participation Period: 1/1/23-12/31/24

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

**How Group Self-Insurance Works:** Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

#### Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally  
518-465-0128

Claims: Howard Bitner

516-750-9376

Member Services: Aaron Reader

866-697-7665

#### A. Coverages Provided by the Comp Alliance

**Workers' Compensation Coverage:** provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

**Employers' Liability Coverage:** provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

#### B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally  
518-465-0128

Claims: Howard Bitner

516-750-9376

Member Services: Aaron Reader

866-697-7665



New York State  
Municipal Workers'  
Compensation Alliance

### C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

#### *Claims Administration:*

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

#### *Loss Control Services*

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

#### *Member Services*

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

### D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally  
518-465-0128

Claims: Howard Bitner

516-750-9376

Member Services: Aaron Reader

866-697-7665



New York State  
Municipal Workers'  
Compensation Alliance

#### E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

**Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.**

In witness whereof, the parties have executed this participation agreement intending to fully bind by its terms and conditions.

**Member: Town of Brighton**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Term: 1/1/23-12/31/24

**Comp Alliance**

Date: October 1, 2022

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally  
518-465-0128

Claims: Howard Bitner

516-750-9376

Member Services: Aaron Reader

866-697-7665



## **Brighton**

## Finance Department

**Paula Parker**  
Director of Finance

December 1, 2022

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

RE: Annex A pricing for ACA Tracking & Reporting – Paragon Compliance LLC

Dear Board Members:

I am recommending that Your Honorable Body authorize the Supervisor to execute the service contract Annex A (pricing only) with Paragon Compliance LLC to provide tracking and reporting services for employer required compliance with the Affordable Care Act as outlined in our current master agreement. The term of Annex A will be from January 1, 2023 and continue until amended. This will have no impact on our current Master Services Agreement and all other terms and conditions will remain unchanged.

Since 2018 (five years), the cost of this service, has been set at \$1.25 per employee per month plus additional fees for any optional services. The per month fee is now increasing to \$1.33 per employee per month. This represents a six percent (6%) increase, just over one percent per year. Charges for 2023 are estimated to be \$\$4,244 plus the \$1.00 per form per employee (approximately \$155 annually). Funding has been provided in the 2023 Finance Department budget for these services. As a side note, I have been very pleased with Paragon's customer service and attention.

Thank you for your consideration, and 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

## ACA Plus Pricing Schedule\*

### SERVICE CONTRACT ANNEX A

*Town of Brighton | November 28, 2022*

Service #1: ACA Plus	\$1.33 / per employee per month
Service #2: Fulfillment Lite	\$1.00 / per employee per form (address print)
Estimated Employee Count**:	277
Elected Pre-Pay Discount?	Yes (5%)
Estimated Annual Billing:	\$4,244 per year (including pre-pay discount)

*\* Service under this contract commences during January 2023, and continues under this Annex, and our Master Services Agreement, signed during 2018.*

*\*\* Estimate as of November 2022; actuals will be determined on or around January 15, 2023.*

CLIENT: \_\_\_\_\_  
 By: \_\_\_\_\_, Authorized Officer  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

PARAGON COMPLIANCE, LLC  
 By: Brian C. Hedges, Authorized Officer  
 Print Name: Brian C. Hedges

**FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**2023 MEETING SCHEDULE**

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

**Tuesday, January 3 @ following TB meeting**

Tuesday, January 17

Tuesday, January 31

Tuesday, February 14

Tuesday, February 28

Tuesday, March 14

Tuesday, April 4

Tuesday, April 18

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

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

**Wednesday, June 7 @ 8:30 am**

**Wednesday, June 21 @ 8:30 am**

**Wednesday, July 5 @ 8:30 am**

**Wednesday, July 19 @ 8:30 am**

**Wednesday, August 2 @ 8:30 am**

**Wednesday, August 16 @ 8:30 am**

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

Tuesday, September 19

Tuesday, October 3

Tuesday, October 17

Tuesday, October 31

Tuesday, November 14

Tuesday, December 5

Tuesday, December 19

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

## Monroe County Survey of Changes to 467 + 459-C (as of 12/06/2022)

For the 2023 Tax Roll

	A	B	C	D	E	F	G	H
1	SWIS	TOWN	No Change	Plan to Change to:	Comments			
2	2620	Brighton			School Dist - No Change Brighton, Pittsford, Penfield, Wh Ch; Rush SD - \$36,000 w/SS			
3	2622	Chili	X					
4	2624	Clarkson			No word back; No Change Brockport SD			
5	2658	E. Rochester	X					
6	2626	Gates	X					
7	2628	Greece						
8	2630	Hamlin	X					
9	2632	Henrietta		\$50,000 w/SS	HFL SD No Change			
10	2634	Irondequoit	X					
11	2636	Mendon	X					
12	2638	Ogden	X					
13	2640	Parma	X					
14	2642	Penfield	X					
15	2644	Perinton	X					
16	2646	Pittsford	X					
17	2648	Riga	X					
18	2650	Rush	X					
19	2652	Sweden			No word back - most likely No Change			
20	2654	Webster			Undecided			
21	2656	Wheatland						
22								
23		City of Rochester		\$50,000 w/SS				
24		Monroe County		\$50,000 w/SS	No resolution yet			