

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

**Meeting Date: Wednesday, March 06, 2024 (8:30 a.m.)**

**Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes from February 22, 2024.
2. Authorize appropriations and transfers for the 2023 budget year end processing and 2024 re-appropriations for grant projects (Finance) – Request from Earl Johnson for Town Board action to approve the final list of transfers and appropriations necessary to reflect the actual activity that has occurred relative to the 2023 amended budget. This list was slightly updated after the February 28<sup>th</sup> Board Meeting for additional 2023 claims and adjustments made after the February 22<sup>nd</sup> FASC meeting (see letter from E. Johnson).
3. Request for Town Board to approve a budget amendment related to the debt service transfer made in 2024 (Finance) – Request from Earl Johnson for Town Board action to authorize a \$3,550 budget amendment to accommodate a higher transfer from the Debt Service Reserve accounts to help cover a portion of the Debt Service Payments in 2024 due to updated calculations (see letter from E. Johnson).
4. Request for Town Board to approve the Capital Project Closeout for the 2022 Parkland Bond to the corresponding Debt Service Fund for 2024 (Finance) – Request from Earl Johnson for Town Board action to authorize a \$13,266.09 Transfer of Funds and budget amendment to close the Capital Project remaining balance for the 2022 Parkland Bond to save in that Debt Reserve account to be used to help pay future Debt Service payments on that bond (see letter from E. Johnson).
5. Request for Town Board to authorize the Town Supervisor to sign M&T Bank provided agreements (two) to approve the designation of a new custodian for our required collateral on uninsured deposits (Finance) – Request from Earl Johnson for Town Board action to authorize the Town Supervisor to sign two agreements provided by M&T Bank converting our collateral provider from The Bank of New York Mellon to Wilmington Trust, N.A. who is a common provider of custodial services as M&T Bank has been converting all relationships (see letter from E. Johnson).
6. Request for Town Board to authorize the Town Supervisor to enter into an agreement with Geese Control of New York effective April 1, 2024 (Police) – Request from Chief David Catholdi for Town Board action to authorize the Town Supervisor to enter into an agreement with Geese Control of New York effective April 1, 2024 thru November 30, 2024 for the monthly rate of \$695 reflecting a \$25 increase, or 3.7%, over the \$670 rate for 2023 as Geese Control of NY is the only vendor in the area that provides geese control services (see letter from D. Catholdi).

7. Authorize the Sustainability Oversight Committee (SOC) to submit an application for an Energy Efficiency and Conservation Block Grant (EECBG) by the April 1, 2024 deadline (SOC) – Request from Bredan Ryan for Town Board action to approve the ECBG application for the purpose of using the Town's allocation of \$76,350 toward the first year of expenses related to updating the Town's zoning code (see letter from B. Ryan).

**The next regularly scheduled meeting of the FASC will be held on  
WEDNESDAY, MARCH 20, 2024, at 8:30 a.m.  
in the AUDITORIUM of the Brighton Town Hall.  
All members of the public are invited to attend FASC meetings.**

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



## Finance Department

Earl Johnson  
Director of Finance

March 4, 2024

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

RE: 2023 Budget Transfers and Appropriations  
2024 Budget Re-appropriation for Grant Projects (not yet completed)

Dear Board Members:

Most of the attached items were approved last Town Board meeting, however, as there were several changes, I am requesting Town Board authorization to record the updated 2023 budget transfers and appropriations and the updated re-appropriations for the 2024 budget for the approved grant and other projects not yet completed. These requested transfers and appropriations are necessary to reflect actual activity that has occurred relative to the 2023 amended budget and to re-appropriate unspent committed project funds for grant funded projects.

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

Sincerely,  
*Earl Johnson*  
Earl Johnson  
Director of Finance

			<b>TO</b>	<b>FROM</b>
<b>Transfers</b>			<u>Increase</u>	<u>Decrease</u>
<b>General Fund (A)</b>				
<b>Town Assessor</b>				
Town Assessor	A.ASSOR.1355.4.44	Contract Services*	\$7,000	
Town Assessor	A.ASSOR.1355.8.40	Medical/Dental Premiums		\$1,000
DPW - 1490 Public Works Dept	A.DPW.1490.8.10	NYS Retire Contributions		\$6,000
* = Due to employee leave				
<b>Town Attorney</b>				
Town Attorney	A.ATTY.1420.4.53	Attorney Fees*	\$40,000	
Town Attorney	A.ATTY.1420.1.10	Full Time Wages		\$3,000
Town Attorney	A.ATTY.1420.8.10	NYS Retire Contributions		\$11,000
Contingency Account	A.UNDST.1990.4.90	Contingency Account		\$26,000
* = Due to employee retirement				
<b>Town Council</b>				
Town Council (1010)	A.BOARD.1010.4.49	Other Contract Services	\$700	
Town Council (1010)	A.BOARD.1010.8.20	Employer FICA		\$700
<b>Town Clerk</b>				
Town Clerk (1610) Central Services	A.CLERK.1610.4.81	Postage Charges	\$2,000	
Town Clerk (1610) Central Services	A.CLERK.1610.1.20	Part Time Wages		\$2,000
<b>DPW - Public Works Dept</b>				
DPW - Public Works Office	A.DPW.1490.6.50	Principal Pymt Lease	\$1,350	
DPW - Public Works Office	A.DPW.1490.7.50	Interest Pymt Lease		\$550
DPW - Public Works Office	A.DPW.1490.4.10	Books		\$550
DPW - Public Works Office	A.DPW.1490.4.61	Gasoline		\$1,350
<b>DPW - Facilites</b>				
DPW - Facilites	A.DPW.1620.4.33	Property Insurance	\$550	
DPW - Facilites	A.DPW.1620.4.41	Maintenance Repair Service		\$550
<b>Finance Dept</b>				
Finance Office	A.FINCE.1310.1.10	Full Time Wages*	\$3,300	
Finance Office	A.FINCE.1310.1.40	Other Wages*	\$44,000	
Finance Office	A.FINCE.1310.4.49	Other Contract Services*	\$13,200	
Finance Office	A.FINCE.1310.8.40	Medical/Dental Premiums*	\$9,500	
Finance Office	A.FINCE.1310.8.41	Health Savings Account*	\$5,200	
Finance Office	A.FINCE.1310.8.45	Retiree Medical Premiums*	\$8,000	
Finance Office	A.FINCE.1310.8.10	NYS Retirement System		\$1,000
Finance - Independent Audit	A.FINCE.1320.4.56	Accounting/Fiscal Advisor Fee		\$2,200
Police	A.POLCE.3120.8.10	NYS Retirement System		\$40,000
Police	A.POLCE.3120.8.40	Medical/Dental Premiums		\$40,000
* = Due to two employee retirements				
<b>Town Historian</b>				
Town Historian	A.HIST.7510.8.10	NYS Retirement System	\$700	
Historic Preservation	A.HIST.7515.4.52	Engineering Fees		\$700
<b>Highway - Highway/Sewer Facility</b>				
Highway - Highway/Sewer Facility	A.HWY.5132.4.33	Prop/Equip Ins	\$300	
Highway - Highway/Sewer Facility	A.HWY.5132.4.11	Maintenance Supplies		\$300
Highway - Highway/Sewer Facility	A.HWY.5132.4.38	Uninsured Claims	\$5,000	
Highway - Highway/Sewer Facility	A.HWY.5132.4.21	Gas & Elect Service Charges		\$5,000
<b>Highway - Parks - Salaries</b>				

			<b>TO</b>	<b>FROM</b>
<b><u>Transfers</u></b>			<u>Increase</u>	<u>Decrease</u>
Highway - Parks	A.HWY.7110.4.21	Gas & Elect Charges	\$600	
Highway - Parks	A.HWY.7110.4.11	Maintenance Supplies		\$600
<b>Information Systems - Salaries</b>				
Information Systems	A.INFO.1680.4.15	Computer Software/Supplies	\$2,000	
Information Systems	A.INFO.1680.8.10	NYS Retirement System		\$1,000
Information Systems	A.INFO.1680.8.40	Medical/Dental Premiums		\$1,000
<b>Town Justices</b>				
Town Justices	A.JSTCE.1110.1.40	Other Wages	\$4,600	
Town Justices	A.JSTCE.1110.4.22	Telephone Services	\$100	
Town Justices	A.JSTCE.1110.4.44	Contract Personnel Service		\$4,700
<b>Parks - Parks Administration</b>				
Parks - Administration	A.PARKS.7021.1.10	Full Time Wages	\$1,000	
Parks - Administration	A.PARKS.7021.1.20	Part Time Wages*	\$9,500	
Parks - Administration	A.PARKS.7021.1.30	Overtime Wages*	\$6,000	
Parks - Administration	A.PARKS.7021.1.40	Other Wages*	\$3,000	
Parks - Administration	A.PARKS.7021.4.22	Telephone Service Charge	\$850	
Parks - Administration	A.PARKS.7021.4.33	Property Insurance	\$250	
Parks - Administration	A.PARKS.7021.8.10	NYS Retirement System*	\$2,500	
Parks - Administration	A.PARKS.7021.8.40	Medical/Dental Premiums*	\$7,400	
Parks - Administration	A.PARKS.7021.8.45	Retiree Medical Premiums*	\$17,500	
Parks - Buckland Park	A.PARKS.7115.1.20	Part Time Wages		\$8,400
Parks - Buckland Park	A.PARKS.7115.4.65	Veh Maint/Repair		\$3,400
Parks - Brighton Town Park	A.PARKS.7120.1.20	Part Time Wages		\$8,400
Parks - Brighton Town Park	A.PARKS.7120.4.61	Gasoline		\$3,000
Parks - Brighton Town Park	A.PARKS.7120.4.65	Veh Maint/Repair		\$2,000
Parks - Meridian Centre Park	A.PARKS.7125.1.20	Part Time Wages		\$16,800
Parks - Meridian Centre Park	A.PARKS.7125.4.11	Maint Supplies		\$1,000
Parks - Meridian Centre Park	A.PARKS.7125.4.41	Maint/Repair Service		\$4,000
Parks - Meridian Centre Park	A.PARKS.7125.4.43	Landscaping Services		\$500
Parks - Meridian Centre Park	A.PARKS.7125.4.65	Vehicle Maint/Repair		\$500
* = Due to two employee allocation changes in Parks				
<b>Buckland Park - Utilities</b>				
Parks - Corbett's Glen	A.PARKS.7122.4.25	Special District Charges	\$10	
Parks - Corbett's Glen	A.PARKS.7122.4.11	Maintenance Supplies		\$10
<b>Frankel Park - Supplies</b>				
Parks (Frankel Park)	A.PARKS.7126.4.25	Special District Charges	\$10	
Parks (Frankel Park)	A.PARKS.7126.4.11	Maintenance Supplies		\$10
<b>Recreation</b>				
Recreation - Senior's Program	A.REC.6772.2.12	Office Furniture	\$250	
Recreation - Senior's Program	A.REC.6772.4.49	Other Contract Services		\$250
<b>Recreation</b>				
Recreation - Recreation Admin	A.REC.7020.4.48	Rental of Office Space	\$6,000	
Recreation - Recreation Admin	A.REC.7020.1.20	Part-Time Wages		\$6,000
<b>Recreation</b>				
Recreation - Celebration	A.REC.7550.4.49	Other Contract Services	\$8,500	
Recreation - Rec Programs	A.REC.7310.4.48	Rental of Office Space		\$8,500
<b>Recreation</b>				
Recreation - Farmer's Market	A.REC.8981.4.22	Telephone Service Charges	\$2,000	

			<b>TO</b>	<b>FROM</b>
			<u>Increase</u>	<u>Decrease</u>
Recreation - Farmer's Market	A.REC.8981.4.49	Other Contract Services	\$3,000	
Recreation - Rec Programs	A.REC.7310.4.48	Rental of Office Space		\$5,000
<b>Undistributed Expenses</b>				
Association Dues	A.UNDST.1920.4.74	Memberships & Training	\$100	
Judgements & Claims	A.UNDST.1930.4.89	Misc Expenses	\$100	
Credit Card Fees	A.UNDST.1375.4.89	Misc Expenses		\$200
Judgements & Claims	A.UNDST.1930.4.89	Misc Expenses	\$140,200	
DPW - Public Works Office	A.DPW.1490.2.60	Facility Improvements		\$125,000
DPW - Public Works Office	A.DPW.1490.8.40	Medical/Dental Premiums		\$15,200

			<b>TO</b>	<b>FROM</b>
			<u>Increase</u>	<u>Decrease</u>
<b>Transfers</b>				
<b>Highway Fund (D)</b>				
<b>Highway</b>				
HWY- Machinery	D.HWY.5130.6.50	Principal Pymt - Lease	\$3,500	
HWY- Machinery	D.HWY.5130.7.50	Interest Pymt - Lease	\$1,300	
HWY- Machinery	D.HWY.5130.4.62	Diesel Fuel		\$4,800
<b>Highway</b>				
HWY- Highway Admin	D.HWY.5140.1.30	Overtime Wages	\$1,000	
HWY- Highway Admin	D.HWY.5140.4.31	Auto/Truck Insurance	\$4,500	
HWY- Machinery	D.HWY.5130.4.62	Diesel Fuel		\$5,500
<b>Highway</b>				
HWY- Snow & Ice Control	D.HWY.5142.1.10	Full-Time Wages	\$5,250	
HWY- Snow & Ice Control	D.HWY.5142.2.30	Highway Equipment	\$250	
HWY- Snow & Ice Control	D.HWY.5142.4.09	Salts & Abrasives		\$5,500
<b>Highway</b>				
HWY - Employee Benefits	D.HWY.9000.1.40	Other Wages	\$6,500	
HWY - Employee Benefits	D.HWY.9000.8.10	NYS Retirement System		\$6,500
<b>Library Fund (L)</b>				
<b>Library - Brighton Memorial Library</b>				
Brighton Memorial Library	L.LIBRY.7410.4.33	Property Insurance	\$100	
Brighton Memorial Library	L.LIBRY.7410.1.20	Part Time Wages		\$100
<b>Sewer Fund (SS)</b>				
<b>Consolidated Sewer District</b>				
Sewer Operations	SS.SEWER.8120.4.31	Auto/Truck Insurance	\$1,400	
Sewer Operations	SS.SEWER.8120.6.50	Principal Pymt - Lease	\$5,600	
Sewer Operations	SS.SEWER.8120.4.07	Sewer Repair Materials		\$7,000
<b>Consolidated Sewer District</b>				
Sewer Dist 87A	SS.SEWER.8125.4.25	Special Dist Charges	\$1,100	
Sewer Dist Ext 67	SS.SEWER.8130.4.25	Special Dist Charges	\$50	
Western Dr Area Sewer Dist	SS.SEWER.8135.4.25	Special Dist Charges	\$100	
Sewer Pump Stations	SS.SEWER.8121.4.41	Maint/Repair Service		\$1,250
		<b>Totals:</b>	<b>\$387,470</b>	<b>\$387,470</b>

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE
<b>Appropriations</b>				
<b>SA - Ambulance Special District</b>				
3600 - Ambulance Special District	SA.AMBUD.3600.4.86	Legal Notice		\$100
3600 - Ambulance Special District	SA.AMBUD.3600.4.89	Miscellaneous Exp		\$3,500
				\$3,600
<b>SK - Sidewalk District</b>				
5411 - Sidewalk District	SK.SWLKD.5411.2.65	Sidewalk Const		\$50
5411 - Sidewalk District	SK.SWLKD.5411.4.11	Maint Supplies		-\$50
				\$0
<b>SP - Park Special District</b>				
7201 - Park Special District	SP.PARKD.7201.4.11	Maint Supplies		-\$500
7201 - Park Special District	SP.PARKD.7201.4.43	Lanscaping Services		\$550
				\$50
<b>V - Debt Service</b>				
9700 - Debt Service	V.DEBT.9700.9.25	Trans to General Fund		\$200
9700 - Debt Service	V.DEBT.9700.9.35	Trans to Highway Fund		\$400
				\$600
<b>H - Capital Projects</b>				
BRIDG.FRNC - Capital Projects	H.BRIDG.FRNC.2401	Interest Earnings		\$25
BRIDG.FRNC - Capital Projects	H.BRIDG.FRNC.2.67	Road Construction/Repair		\$25
				\$50
<b>SL - Street Lighting Districts</b>				
5201 - Bel-Air Lighting	SL.LGHTD.5201 4.21	Gas & Electric Charges		\$0
5202 - Council Rock Lighting	SL.LGHTD.5202 4.21	Gas & Electric Charges		\$0
5203 - Council Rock Est. Lighting	SL.LGHTD.5203 4.21	Gas & Electric Charges		\$0
5204 - East Ave. Lighting	SL.LGHTD.5204 4.21	Gas & Electric Charges		\$0
5205 - Houston Barnard Lighting	SL.LGHTD.5205 4.21	Gas & Electric Charges		\$0
5207 - Home Acres Lighting	SL.LGHTD.5207 4.21	Gas & Electric Charges		\$0
5208 - Malvern Lighting	SL.LGHTD.5208 4.21	Gas & Electric Charges		\$0
5209 - Meadowbrook Lighting	SL.LGHTD.5209 4.21	Gas & Electric Charges		\$0
5210 - Roselawn Lighting	SL.LGHTD.5210 4.21	Gas & Electric Charges		\$0
5211 - Struckmar Lighting	SL.LGHTD.5211 4.21	Gas & Electric Charges		\$0
5212 - Sunnymede Lighting	SL.LGHTD.5212 4.21	Gas & Electric Charges		\$0
5213 - Penfield Landing Lighting	SL.LGHTD.5213 4.21	Gas & Electric Charges		\$0
5216 - Elmwood Manor Lighting	SL.LGHTD.5216 4.21	Gas & Electric Charges		\$0
5218 - Dunn & Paul Lighting	SL.LGHTD.5218 4.21	Gas & Electric Charges		\$0
5219 - Metro Industrial Park Lt	SL.LGHTD.5219 4.21	Gas & Electric Charges		\$0
5221 - Elmwood Terrace Lighting	SL.LGHTD.5221 4.21	Gas & Electric Charges		\$0
5223 - Deerfield Woods Lighting	SL.LGHTD.5223 4.21	Gas & Electric Charges		\$0
5224 - Penfield Road Lighting	SL.LGHTD.5224 4.21	Gas & Electric Charges		\$0
5225 - Mercy Park Lighting	SL.LGHTD.5225 4.21	Gas & Electric Charges		\$0
5226 - Reserve Lighting	SL.LGHTD.5226 4.21	Gas & Electric Charges		\$0
				\$0

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE
<b>Appropriations</b>				
<b>Sidewalk Snow Removal Districts (SM)</b>				
5421 - Bel-Air Snow Removal	SM.SNOWD.5421 4.46	Snow Removal Services		\$0
5422 - Fairhaven Snow Remvl	SM.SNOWD.5422 4.46	Snow Removal Services		\$0
5423 - Home Acres Snow Rmvl	SM.SNOWD.5423 4.46	Snow Removal Services		\$0
5454 - Meadowbrook Snow Rmvl	SM.SNOWD.5424 4.46	Snow Removal Services		\$0
5425 - Roselawn Snow Remvl	SM.SNOWD.5425 4.46	Snow Removal Services		\$0
5426 - Struckmar Snow Remvl	SM.SNOWD.5426 4.46	Snow Removal Services		\$0
5428 - N. Roselawn Snow Rmvl	SM.SNOWD.5428 4.46	Snow Removal Services		\$0
5429 - Brookside Snow Remvl	SM.SNOWD.5429 4.46	Snow Removal Services		\$0
5430 - Council Rock Snow Rmvl	SM.SNOWD.5430 4.46	Snow Removal Services		\$0
5431 - Pelham Rd Snow Remvl	SM.SNOWD.5431 4.46	Snow Removal Services		\$0
5432 - Grosvenor Rd Snow Remvl	SM.SNOWD.5432 4.46	Snow Removal Services		\$0
5233 - Ambassador Dr Snow Remvl	SM.SNOWD.5433 4.46	Snow Removal Services		\$0
5434 - sandringham Rd Snow Remvl	SM.SNOWD.5434 4.46	Snow Removal Services		\$0
5435 - Reserve Snow Remvl	SM.SNOWD.5435 4.46	Snow Removal Services		\$0
5437 - Clovercrest Snow Remvl	SM.SNOWD.5437 4.46	Snow Removal Services		\$0
5438 - Thackery Rd Snow Remvl	SM.SNOWD.5438 4.46	Snow Removal Services		\$0
5439 - Trevor Court Snow Remvl	SM.SNOWD.5439 4.46	Snow Removal Services		\$0
				\$0
<b>Refuse Districts (SR)</b>				
8250 - Consolidated Refuse District	SR.RFUSD.8250.4.42	Refuse Removal Services		\$0
			\$0	\$4,300
				\$4,300

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE	
2024 Re-Appropriations					Notes
<b>General Fund (A)</b>					
<b>RESOLUTION #07-22-2022-03 NYSERDA GRANT FOR OPENGOV SOFTWARE RE-APPROPS.</b>				<b>Res04-22-20-02</b>	
<b>DPW - Building &amp; Planning Office</b>					
Building & Planning Office	A.DPW.8020.3050	NYS Aid-Other Gen Govt	\$30,000.00		No Revenue rec'd 2023
Building & Planning Office	A.DPW.8020.4.15	Software Add Ons		\$0.00	Roll over \$3,105 PO
<b>RESOLUTION #04-22-2020-02 CLIMATE SMART GRANT BUDGET RE-APPROPS.</b>				<b>Res04-22-20-02</b>	
<b>DPW - Public Works Office</b>					
Public Works Office	A.DPW.1490.3089	NYS Aid-Other Gen Govt	\$0.00		Grant work completed
Public Works Office	A.DPW.1490.4.89	Miscellaneous Exp		\$0.00	Grant work completed
<b>*Res04-22-20-02</b>				<b>Res10-27-21-11</b>	
<b>RESOLUTION #04-22-2020-01 MULTIVERSITY GRANT BUDGET RE-APPROPS.</b>				<b>Res04-22-20-01</b>	
<b>DPW - PLANNING/BUILDING OFFICE</b>					
Planning/Building Office	A.DPW.8020.3089	NYS Aid-Other Gen Govt	\$58,290.00		No Revenue rec'd 2023
Planning/Building Office	A.DPW.8020.4.49	Other Contract Service		\$49,725.00	No open POs (less one Accrual)
Planning/Building Office	A.DPW.8020.4.49	Other Contract Service		\$23,500.00	No open POs
Planning/Building Office	A.DPW.8020.4.89	Miscellaneous Exp		\$2,875.00	No open POs
<b>*Res04-22-20-01</b>					
<b>RESOLUTION #06-12-19-01 SAM GRANT #17039 COBRA LIGHTS - TOWNWIDE STREET LIGHTING</b>				<b>Res06-12-19-01</b>	
<b>DPW - Townwide Street Lights COBRA Head replacement</b>					
Townwide Streetlights	A.DPW.5182.3989	State Aid - Sam Grant	\$38,367.61		Rec'd \$86,632.39 of \$125k in 2023
Townwide Streetlights	A.DPW.5182.2.60	Facility Improvement		\$21,839.22	No open POs
<b>RES06-12-19-01</b>	.				
<b>RESOLUTION #09-14-22-04 SAM GRANT ELMWOOD AVENUE</b>				<b>RES 09-14-22-04</b>	
<b>DPW - Townwide Sidewalks</b>					
Townwide Sidewalks	A.DPW.5410.3089	State Aid - Sam Grant	\$0.00		Elmwood Ave Rec'd \$100k in 2023
<b>2022 Sam Grant Award</b>	.				
<b>RESOLUTION #09-14-22-04 CDBG EAST AVENUE</b>				<b>RES 08-23-23-07</b>	
<b>DPW - Townwide Sidewalks</b>					
Townwide Sidewalks	A.DPW.5410.3089	State Aid - CDBG	\$84,898.00		No Revenue rec'd 2023; East Ave
Townwide Sidewalks	A.DPW.5410.2.65	Sidewalk Const/Repair		\$0.00	Roll over \$99,200 PO

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE	
2024 Re-Appropriations					Notes
<b>2023 CDBG Award</b>					
<b>RESOLUTION #10-25-2023-06 NYS AID - ENERGY CONSERVATION RE-APPROPS.</b>				<b>Res04-22-20-02</b>	
<b>PARKS</b>					
Brighton Town Park	A.PARKS.7120.3910	NYS Aid-Energy Cons	\$10,245.00		Inflation Reduction Act Aid
Brighton Town Park	A.PARKS.7120.2.60	Facility Improvement		\$0.00	Roll over \$19,699 PO; \$34,153 PO
<b>RESOLUTION #09-27-2023-02 NYS AID - OCFS GRANT</b>				<b>Res09-27-23-02</b>	
<b>RECREATION</b>					
Recreation Programs	A.REC.7310.3820	NYS Aid-Youth Programs	\$12,000.00		
Recreation Programs	A.REC.7310.1.40	Other Wages		\$12,000.00	
<b>Capital Projects Fund (H)</b>					
<b>Farmer's Market Project</b>					
Farmer's Market Project - Revenue	H.PARKS.FMRKT.3895	NYS Aid - Grant (SAM)	\$450,000.00		A/R Revenue will be reversed 1/1/24
Farmer's Market Project - Revenue	H.PARKS.FMRKT.3895	NYS Aid - Grant (CREST)	\$550,000.00		A/R Revenue will be reversed 1/1/24
Farmer's Market Project - Expense	H.PARKS.FMRKT.2.63	Building Improvements		\$51,096.04	
Farmer's Market Project - Expense	H.PARKS.FMRKT.4.49	Other Contracted Services		\$75,965.00	\$127,061.04
<b>Highway 2021 (HWY21) Equipment</b>					
Highway 2021 HWY21 Expense	H.TRUCK.HWY21.2.22	Trucks/Vans		\$0.00	
Highway 2021 HWY21 Expense	H.TRUCK.HWY21.2.23	Tractors/Backhoes		\$0.00	Roll over \$177,800.00 PO
<b>Highway 2022 (HWY22) Equipment</b>					
Highway 2022 HWY22 Expense	H.TRUCK.HWY22.2.23	Tractors/Backhoes		\$0.00	Roll over \$316,896.55 PO
<b>Highway 2023 (HWY23) Equipment</b>					
Highway 2023 HWY23 Revenue	H.TRUCK.HWY23.5710	Serial Bonds	\$375,000.00		Revenue not yet rec'd
Highway 2023 HWY23 Expense	H.TRUCK.HWY23.4.53	Attorney Fees		\$7,746.84	
Highway 2023 HWY23 Expense	H.TRUCK.HWY23.4.56	Tractors/Backhoes		\$4,185.00	
Highway 2023 HWY23 Expense	H.TRUCK.HWY23.4.86	Tractors/Backhoes		\$500.00	\$12,431.84
<b>2022 Parkland Project (PRK22)</b>					Roll over \$361,655.40 PO

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE	
<b>2024 Re-Appropriations</b>					Notes
Parkland Purchase 2022 (PRK22)	H.PARKS.PRK22.9.20	Transfer to Debt Service Fund		\$13,266.09	Re-Appropriate and close in 2024
<b>2022 Town Hall HVAC</b>	<b>RES#01-12-22-03 HVAC</b>				
Town Hall 2022 HVAC	H.THALL.HVAC.5010	Transfer from General Fund	\$0.00		All Revenues Rec'd (\$130,170)
Town Hall 2022 HVAC	H.THALL.HVAC.4.52	Engineering Fees		\$0.00	\$13,510 will be accrued for 2023
<b>East Avenue Sidewalk Project (EASTA)</b>	<b>RES#07-13-22-05 SAM GRANT</b>				
East Avenue Sidewalk Project Revenue	H.SWALK.EASTA.3089	NYS Aid - Other Gen Govt	\$708,483.47		A/R Revenue will be reversed 1/1/24
East Avenue Sidewalk Project Expense	H.SWALK.EASTA.2.65	Sidewalk Const/Repair		\$557,670.00	
East Avenue Sidewalk Project Expense	H.SWALK.EASTA.2.69	Easements/Right-of-Way		\$25,000.00	
East Avenue Sidewalk Project Expense	H.SWALK.EASTA.4.53	Attorney Fees		\$27,480.00	\$610,150.00
					Roll over \$98,333.47 PO
<b>French Road Bridge Project (FRNCH) (Over Allens Creek Road)</b>	<b>RES#08-24-22-03 NYS DOT GRANT</b>				
French Road Bridge Revenue	H.BRIDG.FRNCH.3580	NYS Aid - Road/Bridge DOT Gran	\$708,540.84		
French Road Bridge Expense	H.BRIDG.FRNCH.2.67	Bridge Construction		\$645,590.00	
French Road Bridge Expense	H.BRIDG.FRNCH.4.52	Enginering Fees		\$19,471.81	\$665,061.81
					Roll over \$64,660.89 PO
Exclude all encumbrances which will roll over to 2024					
Only uncollected revenues and non-encumbered (no PO) expenses					
<b>To add in 2024: Highway 2024 (3 Vehicles); Town Hall Design</b>					
			\$3,025,824.92	\$1,537,910.00	
				\$4,563,734.92	



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

February 29, 2024

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

Re: 2024 Budget Amendment for Debt Service Reserve Transfer

Dear Honorable Town Board:

Each year we transfer a portion of our Debt Service Reserve Account balances by project to the appropriate fund to offset a portion of the debt service payment for that year. This year the amounts transferred were slightly higher than budgeted because of interest earned in the Debt Service Reserve Accounts. The following budget amendments reflect those changes in the actual debt service transfers for 2024.

V.DEBT.9700.9.25	Transfer to General Fund	\$1,380.00
V.DEBT.9700.9.35	Transfer to Highway Fund	\$1,130.00
V.DEBT.9700.9.46	Transfer to Drainage District	\$15.00
V.DEBT.9700.9.50	Transfer to Sewer District	<u>\$1,025.00</u>
	Total	\$3,550.00
A.DPW.1620.5050	Transfer from Debt Service Fund	\$160.00
A.HWY.5132.5050	Transfer from Debt Service Fund	\$1,140.00
A.PARKS.7100.5050	Transfer from Debt Service Fund	\$80.00
D.HWY.5110.5050	Transfer from Debt Service Fund	\$510.00
D.HWY.5130.5050	Transfer from Debt Service Fund	\$620.00
D.DRAND.8548.5050	Transfer from Debt Service Fund	\$15.00
SS.SEWER.8120.5050	Transfer from Debt Service Fund	\$1,020.00
SS.SEWER.8135.5050	Transfer from Debt Service Fund	<u>\$5.00</u>
	Total	\$3,550.00

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,

***Earl Johnson***

Earl Johnson  
Director of Finance



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

February 29, 2024

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

RE: 2024 Capital Project Closeout to Debt Service Fund (Parkland Res04-13-22-19)

Dear Board Members:

I am requesting Town Board authorization to record a 2024 Capital Project closing to the Debt Service Fund for the purchase of the Parkland Project. This project has been bonded and there will be no further costs allocated to this project. As the bond resolution does not instruct remaining proceeds to be returned to a reserve the balance of the bond funds shall be closed out to the Debt Service Fund (V) and be used toward future bond payments for this project.

The journal entry to move these funds is as follows:

H.PARKS.PRK22.9.20	Transfer to Debt Service	Dr \$13,266.09
H.201.20	Savings Account at Chase	Cr \$13,266.09
Project: Cash.H.PRK22 – Cash, Cap Fund		
V.201.20	Savings Account at Chase	Dr \$13,266.09
Project: Cash.V.PRK22 – Cash, Debt Fund		
V.DEBT.5055.PRK22	Cntb from Cap Fund-PRK22	Cr \$13,266.09

The budget amendment entry needed is as follows:

H.PARKS.PRK22.9.20	Transfer to Debt Service	Inc \$13,266.09
H.PARKS.PRK22.4.49	Other Contract Services	Dec \$13,266.09

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

Sincerely,

***Earl Johnson***

Earl Johnson  
Director of Finance

Summarization Level None ▼

Reclassification Journal Type

Account Type      Expense

Include Unposted Transactions

H.PARKS.PRK22 - Capital Projects Fund, Parks, 2022 Parkland Purchase Fiscal Year: 2022



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

March 4, 2024

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

Re: M&T Collateral Custodian Agreements

Dear Honorable Town Board:

I am requesting Town Board authorization for the Town Supervisor to sign new agreements provided by M&T Bank replacing the existing custodian of our required collateral on uninsured deposits from The Bank of New York Mellon to Wilmington trust, N.A. M&T Bank has been moving all municipal customers to the new custodian. The documents needing signature are:

1. Functional Novation Agreement March 2024
2. Subsidiary Collateral Pledge Agreement March 2024

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,  
*Earl Johnson*  
Earl Johnson  
Director of Finance



Date: December 1, 2023

To: William Moehle

Re: Municipal / Public Deposit Collateral – Town of Brighton

Dear Bill:

Please accept this letter as notification of a planned change in the custodian that holds collateral for your uninsured deposits at M&T Bank (“M&T”) that we discussed in our recent meeting. This change is described in more detail below.

As you know, The Bank of New York Mellon (BNYM) currently serves as custodian for securities that M&T Bank pledges as collateral for your uninsured deposits pursuant to a tri-party agreement between BNYM, M&T Bank, and your entity/agency. In the interest of improving your customer experience and enhancing transparency and reporting capabilities, M&T plans to begin using its affiliate, Wilmington Trust, N.A (WTNA), to hold the collateral pledged for your uninsured deposits. M&T asks that you sign the one-page agreement to allow WTNA to serve as collateral custodian with the *same terms as your current triparty agreement*, and that you also execute a joint notice and instruction, that you and M&T will send to BNYM to terminate the existing tri-party agreement and direct that the collateral be moved to WTNA.

**IMPORTANT NOTE:** Before, during, and after this change, your uninsured deposits will continue to be collateralized as they always have been, according to the terms of our agreement and past practices with you. We are simply planning to change the identity of the custodian of this collateral, with your agreement.

WTNA has agreed that it will perform custody services on the same terms as provided for under your existing tri-party agreement. As a result, WTNA can step into the role of custodian when you enter into a new contract with M&T Bank and WTNA on precisely the same terms as your existing tri-party agreement with the Bank and BNYM. Again, the new agreement will be substantively the same as your current agreement with only minor conforming changes in the agreement necessitated by the change in custodian to WTNA.



In conclusion, please find additional information in the attached Exhibits. Your M&T Bank relationship manager will contact you shortly with additional information regarding this development. Additionally, WTNA will establish several learning Webex seminars to discuss the transition, ongoing service and available features associated with the new service.

Manufacturers and Traders Trust Company

A handwritten signature in blue ink that reads "Frank Kapusta".

Frank Kapusta  
SVP  
M&T Bank – Government Banking Division  
585-258-8228  
[fkapusta@mtb.com](mailto:fkapusta@mtb.com)



## EXHIBIT #1

### Wilmington Trust High Level Service Offering



#### RETIREMENT AND INSTITUTIONAL CUSTODY SERVICES Collateral Management Services

WTCMS puts you in the driver's seat:



Easy online access



Enhanced allocation algorithm



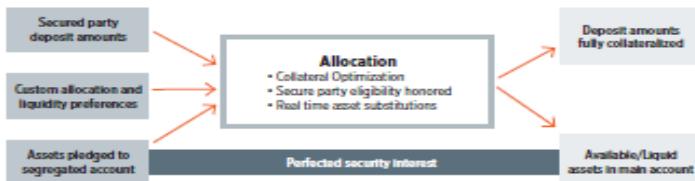
Real-time adjustments to deposit amounts

The Wilmington Trust Collateral Management Service (WTCMS) provides banks with an accurate and timely solution allowing our customers to efficiently manage their collateral obligations. Our platform and support staff deliver a regulatory and operational risk mitigation solution while eliminating our customer's manual back and middle office processes.

#### Program Benefits and Features:

- Technology**
  - View Allocations and Statements in Real-time
  - Centralized Secured Party Contact Information
  - Dynamic Allocation and Substitution Functionality
- Reporting & Data Output**
  - Online Access for Banks and Secured Parties
  - Customizable Reporting and Data Extracts
  - 10 Years of File Retention
- Service Model**
  - Daily Dedicated Relationship Management and Support
  - Accurate, Timely Transition and On-boarding Model
  - Quarterly Relationship Review Meetings

**The Wilmington Trust difference:**  
For more than a century,\* Wilmington Trust Company has been serving successful individual, institutional, and consultant clients. Offering a high caliber of service, Wilmington Trust is internationally recognized with a team of professionals that bring a blend of knowledge, experience, and resources to every client relationship that we serve.



Wilmington Trust is a registered service mark used in connection with various fiduciary and non-fiduciary services offered by certain subsidiaries of M&T Bank Corporation including, but not limited to, Manufacturers & Traders Trust Company (M&T Bank), Wilmington Trust Company (WTC) operating in Delaware only, Wilmington Trust, N.A. (WTNA), Wilmington Trust Investment Advisors, Inc. (WTIA), Wilmington Funds Management Corporation (WFMC), and Wilmington Trust Investment Management, LLC (WTIM). Such services include trustee, custodial, agency, investment management, and other services. International corporate and institutional services are offered through M&T Bank Corporation's international subsidiaries. Loans, credit cards, retail and business deposits, and other business and personal banking services and products are offered by M&T Bank. Member FDIC.



## EXHIBIT #2

### Phase 2 – Sample End State Statement - Wilmington Trust N.A.



MEMBER OF THE M&T FAMILY

285 Delaware Avenue  
3rd Floor  
Buffalo, NY 14202

Date: 3/1/23

[Municipality Name]  
[Municipality Address]  
[Municipality Address]

#### Daily Collateral Statement

Account Number: MNT-00001

Account Name: [Municipality Name]

This advice is supplied as a part of the Tri-Party Collateral agreement between the custodian M&T Bank, the customer M&T Treasury and the sub-account [Municipality Name]. Any questions should be directed to Institutional Administrative Services at 1-800-232-3656.

As custodian we confirm the following collateralized deposit information received from M&T Treasury as of close of business date: 2/28/23.

We confirm the collateral segregated on your behalf is as follows:

Date: 3/1/23

Reported Uninsured Deposit Balance as of 2/28/23: \$582,575,104.39      Total Collateral Value: \$594,226,606.72

CUSIP	Description	Coupon	Maturity Date	Quantity	Collateral Value
3140QMZP2	FNMA PL #CB2549 2.500% 1/01/52	2.500%	01/01/2052	62,203,376.00	\$49,226,606.72
LCMNT01555	Letter of Credit		03/14/2023	545,000,000.00	\$545,000,000.00
<b>Total Collateral Value: \$594,226,606.72</b>					

#### MARGIN COLLATERAL SERVICES DIVISION PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The pricing information and other related data (the "Pricing Information") included in reports furnished by Wilmington Trust, National Association and/or Manufacturers and Traders Trust Company (each individually or collectively, the "Bank") is obtained from third-party information providers and ratings agencies ("Vendors") used by the Bank in the ordinary course.

The Bank does not independently verify the Pricing Information and is not responsible for any errors or omissions contained therein. Vendors may not be able to provide Pricing Information for newly issued financial assets. In these instances, such financial assets will be assigned a preliminary value of par or the new issue price for up to three business days. Following this initial three business day



### **EXHIBIT #3**

#### **Novation Letter - Wilmington Trust N.A.**



WTNA Muni Deposit  
- Functional Novation



## New Third Party Custodian Agreement

This New Third Party Custodian Agreement (the “Agreement”) is entered into this \_\_ day of March 2024 (the “Agreement Effective Date”), by and among Manufacturers and Traders Trust Company (“Bank”), the Depositor listed on the signature page hereof, the “Depositor”), and Wilmington Trust, National Association (“Custodian”).

**WHEREAS**, Bank and Depositor are parties to a certain Third Party Custodian Agreement (as amended) with The Bank of New York Mellon as the third contracting party, acting as Custodian thereunder (the “Existing Custodian”), a true and correct copy of which is attached as Exhibit A hereto (the “Existing Tri-Party Agreement”); and

**WHEREAS**, Bank, Depositor, and Custodian have agreed that, with respect to any assets identified by Depositor and Bank to Custodian as assets over which Depositor and Bank would like for Custodian to serve as such, and which are acceptable to Custodian, any and all such assets shall be held under and pursuant to the terms of a new agreement, to be formed between Depositor, the Bank, and Custodian, on precisely the same terms as the Existing Tri-Party Agreement, but for the wholesale replacement of the Existing Custodian with the Custodian as the “Custodian” thereunder (as more fully defined hereinafter and referred to as the “New Tri-Party Agreement”).

**NOW THEREFORE**, intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Formation of New Tri-Party Agreement. The parties hereby agree that, effective on and as of the Agreement Effective Date, the New Tri-Party Agreement is hereby formed, on precisely the same terms as the Existing Tri-Party Agreement, with the following changes:
  - a. Replacement of Custodian. Any and all references to “Custodian” under the New Tri-Party Agreement shall be to the Custodian hereunder, and NOT to the Existing Custodian.
  - b. Notices. Notices to Custodian under the provisions of Section 7 of the Existing Tri-Party Agreement shall be sent instead, under the New Tri-Party Agreement, to the addresses listed on the signature page hereto, in the case of Custodian, with a copy to:

Wilmington Trust, National Association  
Legal Support – ICS

---

---

.



- c. Assets. Assets held in custody under the terms of the New Tri-Party Agreement shall be as identified by Depositor and Bank to Custodian, from time to time, as assets over which Depositor would like for Custodian to serve as such, and which are acceptable to Custodian.  
(as so modified in (a), (b), and (c), the “New Tri-Party Agreement”).
2. Defined Terms. Terms used as defined terms in this Agreement but which are not otherwise defined herein, shall have the meanings ascribed thereto in the New Tri-Party Agreement.
3. Governing Law; Venue. This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Depositor and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Depositor and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Depositor and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

**[SIGNATURES ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

Town of Brighton

By: \_\_\_\_\_  
Name & Title: William Moehle, Supervisor  
  
Address: 2300 Elmwood Avenue  
                  Rochester, NY 14618  
Phone: (585) 784-5252  
Email: william.moehle@townofbrighton.org

Manufacturers and Traders Trust Company

By: \_\_\_\_\_  
Name & Title: Frank Kapusta, SVP  
Address: 180 S Clinton Ave 3 City Center #700  
                  Rochester, New 14604  
Phone: 585-258-8228  
Email: fkapusta@mtb.com

Wilmington Trust, National Association

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



Exhibit A

[See Attached]

# **SUBSIDIARY/AFFILIATE COLLATERAL PLEDGE AND SECURITY AGREEMENT**

## **THIS SUBSIDIARY/AFFILIATE COLLATERAL PLEDGE AND SECURITY**

**AGREEMENT** (“Pledge Agreement”), dated as of **March \_\_\_, 2024**, is made by and among 233 Genesee Street Corporation, a domestic business corporation organized and existing under the laws of the State of New York, (“Pledgor”), and Manufacturers and Traders Trust Company, a New York Banking Corporation (the “Bank”) and **Town of Brighton** (the “Depositor”).

**WHEREAS** Bank is a stockholder of the Pledgor;

**WHEREAS** Pledgor is a Domestic Business Corporation, 100% Common Stock owned by Bank;

**WHEREAS** Bank serves as depository of public funds in the State of New York and satisfies its obligations to secure such public deposits in excess of applicable deposit insurance limits by pledging collateral pursuant to NY General Municipal Law Section 10 as amended (the “Deposits Collateral Law”);

**WHEREAS**, Bank, Wilmington Trust, National Association (“Custodian”) and Depositor have entered into a certain custodial services agreement, dated **March ,2024**, as amended (the “Custody Agreement”), pursuant to which the Custodian holds collateral for the benefit of Depositor for which Bank serves as depository institution and Custodian serves as custodian of such collateral for the benefit of the Depositor;

**WHEREAS**, in further consideration that Pledgor is an entity affiliated with Bank and as such shall benefit in a material economic way from Bank’s continued ability to accept and secure such public deposits, and from the financial success of Bank, and that Pledgor has received from Bank, as a contribution to Pledgor’s capital, substantially all the assets pledged by this Pledge Agreement, Pledgor is willing to pledge certain of its property as collateral to and for the benefit of the Depositor, to secure the obligations of the Bank to the Depositor.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor, Depositor and Bank agree as follows:

### **1. Pledgor’s Receipt of the Custody Agreement; Definitions.**

Pledgor hereby acknowledges and agrees that it has received a copy of the Custody Agreement as in effect on the date hereof and that it is familiar with the terms and conditions thereof. Unless otherwise defined herein or the context otherwise requires, all capitalized terms used herein shall have the same meanings as in the Custody Agreement.

“**Event of Default**” shall mean; (i) failure by the Bank to make any payment when due of the Obligations, or any part thereof; (ii) the making of any general assignment by Bank for the benefit of creditors; (iii) the appointment of a receiver or similar trustee for Bank or its assets; (iv) the making of any, or sending notice of any intended, bulk sale; or (v)

## **SUBSIDIARY/AFFILIATE COLLATERAL PLEDGE AND SECURITY AGREEMENT**

Bank commences or has commenced against it, any proceeding or request for relief under any bankruptcy, insolvency or similar laws now or hereafter in effect in the United States of America or any state or territory thereof or any foreign jurisdiction or any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Bank.

**“Obligations”** shall mean any and all indebtedness and other liabilities or obligations of Bank to the Depositor under the Deposits Collateral Law.

### **2. Creation of Security Interest.**

As security for all current and future public deposits subject to the Deposits Collateral Law, Pledgor hereby assigns, transfers and pledges to the Depositor, and grants to the Depositor a security interest in those certain securities and other property which are specifically listed and identified in attachment A hereto or any amendment thereto or any substitute Attachment A that may be provided by the Pledgor with the agreement of the Depositor from time to time, or (ii) all or any part of the proceeds of the foregoing (collectively, the “Pledgor Collateral”).

The Pledgor Collateral shall constitute Collateral for all purposes under the Deposits Collateral Law and, in addition to any rights or duties with respect to the Pledgor Collateral otherwise expressly created by this Pledge Agreement, Pledgor and the Depositor shall have the same rights and duties with respect to the Pledgor Collateral as do the Bank and the Depositor respectively, with respect to Collateral under the Deposits Collateral Law.

### **3. Pledgor Stock.**

Bank hereby agrees that it shall not sell, transfer, assign or pledge any interest it holds in Pledgor without the prior written consent of the Depositor. In the event that Bank holds an indirect interest in Pledgor through an intermediate entity or entities, Bank agrees that (1) it shall not sell, transfer, assign or pledge its interest in any intermediate entity, without the prior written consent of the Depositor, and (2) it will cause any, and all, intermediate entities to provide the Depositor with a similar negative covenant with regard to the intermediary’s interest in Pledgor or another intermediate entity (intermediate entities shall evidence such covenant by executing and submitting Exhibit 2). In the event that Bank holds no interest in Pledgor, Bank shall obtain, and provide to the Depositor, a similar negative covenant from all affiliated entities who hold a direct or indirect interest in the Pledgor or any intermediate entity.

### **4. Delivery Upon Demand.**

Upon the Custodian’s written or oral request, or promptly at any time that the Bank becomes subject to any mandatory collateral delivery requirements that may be established in writing by the Custodian, and in either case from time to time thereafter, the Pledgor shall deliver to the Custodian, all or any portion of the Pledgor Collateral as

## **SUBSIDIARY/AFFILIATE COLLATERAL PLEDGE AND SECURITY AGREEMENT**

may be determined by the Custodian. Pledgor Collateral delivered to the Custodian shall be re-registered in the Custodian's name.

### **5. Right of Depositor to Proceed Against Pledgor Collateral; Waivers; Bank Acknowledgement.**

Pledgor agrees that, following any Event of Default the Depositor may proceed against the Pledgor Collateral in accordance with the terms of this Pledge Agreement.

Pledgor hereby waives and agrees not to assert: (a) any and all right to presentment, protest, demand for payment, notice of default, dishonor or nonpayment and all other notices to or upon Bank or Pledgor and (b) any and all right to require Depositor to proceed against Bank or any collateral pledged by Bank before enforcing the Depositor's rights against the Pledgor Collateral, and any other defense based upon an election of remedies; and (c) all suretyship defenses and defenses in the nature thereof. By execution hereof, Bank acknowledges its consent to the terms and conditions hereof.

### **6. Representations and Agreements by Pledgor.**

Pledgor hereby represents, warrants to and agrees with the Bank that:

- (a) Each item of Pledgor Collateral satisfies all the criteria as set forth in the Deposits Collateral Law and the Custody Agreement, except that the Pledgor Collateral is owned by the Pledgor, rather than by the Bank, free and clear of any liens, encumbrances, or other interests other than the assignment to the Depositor hereunder and any interest of the Depositor created under the Custody Agreement.
- (b) Pledgor has full power, right and authority to grant the security interest in the Pledgor Collateral created hereby and has taken all corporate or similar action necessary to authorize the execution and delivery of this Pledge Agreement; the terms hereof will not cause Pledgor to violate any law or regulation applicable to it, including any limitation or restriction on transactions between Pledgor and any of its affiliates; the security interest in the Pledgor Collateral created hereby has been duly and validly granted by Pledgor and such security interest, and this Pledge Agreement are enforceable in accordance with the terms hereof; and this Pledge Agreement has been authorized or ratified and approved by Pledgor's Board of Directors and will be maintained continuously among Pledgor's official records.
- (c) All information contained in any report, schedule or other documentation provided from time to time by Pledgor to the Depositor will be true and correct as of the time given; and
- (d) Pledgor agrees to make, execute, record, and deliver to the Custodian any such financing statements, notices, assignments, listings, powers, or other documents with respect to the Pledgor Collateral and the Depositor's security interest therein in such form as the Custodian or Depositor may reasonably require.

# **SUBSIDIARY/AFFILIATE COLLATERAL PLEDGE AND SECURITY AGREEMENT**

## **7. Representations and Warranties by Bank.**

- (a) Bank has full power, right and authority to enter into this Pledge Agreement and has taken all corporate action necessary to authorize the execution and delivery of this Pledge Agreement; the terms hereof will not cause Bank to violate any law or regulation applicable to it, including any limitation or restriction on transactions between Bank and any of its affiliates; this Pledge Agreement is enforceable against Bank in accordance with the terms hereof; and this Pledge Agreement has been authorized or ratified and approved by the Executive Committee of the Bank's Board of Directors and will be maintained continuously among Bank's official records (a copy of the Executive Committee's resolutions evidencing its approval of all of the forgoing is attached hereto as Attachment 1).
- (b) Bank agrees to make, execute, record, and deliver to the Custodian such financing statements, notices, assignments, listings, powers, and other documents with respect to the Pledgor Collateral and the Depositor's security interest therein in such form as the Custodian or Depositor may reasonably require.

## **8. Governing Law.**

This Pledge Agreement shall be governed by the laws of the State of New York (without giving effect to choice of law principles included therein). The Uniform Commercial Code as in effect in the State of New York shall be applicable to this Pledge Agreement, to the security interest created hereby, and to the Pledge of Pledgor Collateral hereunder.

## **9. Partial Exercise; Amendment; Severability.**

No delay on the part of the Depositor in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any right or Event of Default hereunder. No waiver by the Depositor of any such Event of Default shall be effective unless in writing and signed by an authorized officer of the Depositor, and no such waiver shall be deemed to be a waiver of a subsequent Event of Default hereunder or be deemed to be a continuing waiver. No course of dealing between Bank or Pledgor, respectively, and the Depositor or its agents or employees shall be effective to change, modify or discharge any provision of this Pledge Agreement or to constitute a waiver of any Event of Default hereunder. If any provision of this Pledge Agreement is held invalid or unenforceable to any extent or in any application, the remainder of this agreement or the application of such provision to different persons or circumstances or in different jurisdictions, shall not be affected thereby.

## **SUBSIDIARY/AFFILIATE COLLATERAL PLEDGE AND SECURITY AGREEMENT**

IN WITNESS WHEREOF, each of Pledgor, Bank and the Depositor has respectively caused this Pledge Agreement to be signed in its name by its duly authorized representative as of the date first above mentioned.

### **BANK**

**Manufacturers and Traders Trust Company**

By:

Name: **Frank Kapusta**

Title: **Senior Vice President**

### **PLEDGOR**

**233 Genesee Street Corporation**

By:

Name:

Title:

### **PUBLIC ENTITY DEPOSITOR**

**Town of Brighton**

By:

Name: William Moehle

Title: Supervisor



Town of  
**Brighton**

## Brighton Police Department

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



David Catholdi  
Chief of Police

March 1, 2024

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

### **RE: 2024 Geese Control Agreement**

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Geese Control of New York and the Town of Brighton for the provision of geese control in the Town of Brighton. This contract is for the period beginning April 1, 2024 through November 30, 2024, with no service for the month of July.

I hereby recommend acceptance of the agreement as presented by Geese Control of New York for services to the Town for the stated time period. Geese Control of NY has increased the rates slightly from \$670 per month in 2023 to \$695 per month in 2024. There are no other vendors in the area that provide this service.

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

Sincerely,

David Catholdi  
Chief of Police

**2024 CONTRACT FOR  
CANADA GOOSE CONTROL  
TOWN OF BRIGHTON**

**GEESE CONTROL OF NY  
3325 BAILEY RD.  
BLOOMFIELD NY 14469**

*Environmentally safe Canada goose control with trained Border collies*

Thank you very much for your past business. We will exclude July for molt as requested. Contract will cover April thru June, August thru November. 7 months @ \$695 per month, (Total \$4,865). The price is based on 24 visits per month at the Town Park on Westfall Road. This price includes visits to the Town of Brighton's three other sites, Lac Deville, Meridian Centre and Buckland Park. We will still monitor all the sites daily as before and encourage calling in any information concerning bird habitation and timing. The handler is available 7 days a week and can normally be on site within one hour, and there is no extra charge for call in visits if needed.

Invoices are generated once a month. A service report will be handed in at the end of each period with dates, times and approx. number of geese on property. Contracts may be dissolved for any reason up to fifteen days after work has begun. (a prorated bill will apply). Visits may vary from month to month at GCNY's discretion, per geese habits, molting status, etc., with notification to Animal Control of any variations or changes. To my knowledge and that of the D.E.C. we are still the sole provider of this service in the area.

GCNY will defend and hold our clients harmless against any penalties, fines, or claims by the federal or state authorities alleging the injury or death of Canada Geese due to GCNY's work. GCNY is fully insured by

Dryden Ins. Agency.

Submitted by, Gordon R. Kornbau  
Date 11/28/23

Cell/Pager/Voice (585) 414-4419  
Gkornbau@rochester.rr.com

**Acceptance of Contract**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Sustainability Oversight Committee

**Brendan Ryan**  
Secretary

February 26, 2024

The Honorable Town of Brighton Town Board  
Town of Brighton  
2300 Elmwood Ave.  
Rochester, New York 14618

Re: Energy Efficiency and Conservation Block Grant (EECBG) Program Voucher Application

Dear Supervisor Moehle and Town Board Members:

Under the Energy Efficiency and Conservation Block Grant (EECBG) Program, eligible state, local and tribal governments can apply for their allocated portion of over \$430 million in funding available to underwrite projects and programs that: 1) cut carbon emissions; 2) improve energy efficiency; and/or 3) reduce energy use. The program is under the auspices of the 2022 Inflation Reduction Act.

In advance of the April 28, 2023, EECBG deadline stipulated under the program guidelines, the Town of Brighton filed its notice to seek a funding allocation of \$76,350, in the form of a program voucher. The voucher can cover either a suite of technical assistance services and/or equipment purchase and installation rebates. The deadline for government entities to submit a completed EECBG program voucher application is April 30, 2024.

While pricing varies by the scope of the updating being undertaken, according to benchmarking performed on other communities within New York State, the \$76,350 in funding available should be adequate to undertake at least the first year of expenses related to the Town's zoning code updates. (Attachment 1)

In light of the relatively limited amount of funding available through the EECBG program, the constraints on time remaining to identify a project, and the goals identified in the 2023 Climate Action Plan, as well as those stated in the Envision Brighton 2028 Comprehensive Plan, the Sustainability Oversight Committee reiterates its recommendation that the \$76,350 in funding be used to perform much-needed updates to the Town of Brighton's Zoning Codes. A full update to the Zoning Codes has not been made in over thirty years, and our current codes fail to address the town's sustainability priorities, the proliferation of Accessory Dwelling Units, or the current prevalence of short-term rentals. While the Sustainability Oversight Committee recognizes the need for a comprehensive update, at the very least, we recommend commercial zoning code updates be considered.

Specifically, given the New York State Department of Transportation's (NYS DOT) intention to update the Monroe Avenue corridor, with bids opening in Fall of 2026 (<https://www.dot.ny.gov/portal-Rt 31 from I-590 to Vil. of Pittsford>) and design likely to commence in the next year, and the Comprehensive Plan's recommendation No. 25 (p. 10) to "[e]ncourage and facilitate the redevelopment and infill of underutilized commercial, office, and industrial areas as well as the mixing of uses to reduce future vacant properties and protect valuable open space from new development," the Sustainability Oversight Committee recommends that the EECBG voucher be utilized to cover the suite of technical assistance services to partially update the town's Zoning Code to better align with the Comprehensive Plan's recommendations in the Monroe Avenue Corridor and other commercial districts to encourage density, walkable/bikeable urbanism, and mixing of uses.

This use of the EECBG program voucher funds for updating commercial zoning codes would also align with two of the Community Actions identified on p. 60 of the 2023 Climate Action Plan: specifically to "increase walkability in central locations (e.g. Monroe Ave) through the application of zoning regulations (land use and

Energy Efficiency And Conservation Block Grant (EECBG) Program Voucher Application  
p. 2 of 3

development patterns) and public realm improvements (sidewalks, bike lanes, signage, etc.) that promote appropriate development density, community gathering spots, and pedestrian and bicycle facilities;" and to "[i]ncorporate appropriate land use regulations that support development and higher density in areas with existing infrastructure, encourage the mixing of uses, preserve open spaces and natural resources, promote walkability and bikeability, and advance other smart growth principles. (Note: For more information on the smart growth concept, visit: <https://www.epa.gov/smartgrowth/about-smart-growth>)

We thank you for your consideration.

Sincerely,

Sustainability Oversight Committee

Nathaniel Gibbs -Chair  
Shubhangi Gandhi-Vice Chair  
William Brower  
Mitch Nellis  
Erinn Ryen

with Councilmember Robin Wilt, Town Board Liaison

Enc: Attachment 1-Example Zoning Code Update Efforts with Scope & Budget: Compiled April 26, 2023

## ATTACHMENT 1:

Community (NY)	Scope	Budget	Status
Town of Pittsford	Zoning Code Update	\$114,000	On Hold (Town taking alt approach)
Town of Bethlehem	Zoning Code Update & Subdivision Regulations	\$165,000 <i>*Partially funded with NYS DOS Grant</i>	Just Started
Town of Tonawanda	Zoning Code Update	\$150,000 <i>*Partially funded with NYSERDA Grant</i>	Wrapping Up
Town of Manchester	Zoning Code Update	\$44,000	Completed (2023)
Town of Canandaigua	Uptown Form Based Code	\$38,000	Completed (2021)
Town of Amherst	Suburban Agriculture District Zoning Assessment & Revisions	\$36,000	Wrapping Up
Town of Perinton	Erie Canal Corridor Overlay District	\$12,000	In Progress
Town of Cicero	Joint Comprehensive Plan & Zoning Code Update	\$170,000	Just Started
Town of Clarkson	Zoning Code Update	\$54,000	In Progress
Village of Watkins Glen	Zoning Code Update	\$50,000	Completed (2022)
Village of Pittsford	Joint Comprehensive Plan & Zoning Code Update	\$124,000	Completed (2019)
City of Lockport	Joint Comprehensive Plan & Zoning Code Update	\$156,000	Wrapping Up
City of Plattsburgh	Zoning & Subdivision Code Update	\$250,000	Unknown – Based on 2022 RFP
City of Rochester	Zoning Code Update	\$150,000	In Progress
City of Geneva	Zoning Code Update	\$100,000	On Hold (City Reviewing)
City of Ithaca	Map & Chart Updates	\$20,000	Just Started
City of Amsterdam	Downtown Form Based Code	\$50,000	Completed (2020)