

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

Meeting Date: Wednesday, April 2, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from March 19, 2025.
2. Request for Town Board action to approve authorizing the Town Supervisor to sign an agreement with the Bond, Schoeneck and King law firm to retain their services for labor-related matters involving the police department (Police) – Request from Chief Catholdi for Town Board action to approve authorizing the Town Supervisor to sign an agreement with the Bond, Schoeneck and King law firm to retain their services for labor-related matters involving the police department due to our current attorney with institutional knowledge of the Brighton Police Department, Mr. Angelo Catalano, moving to that firm (see letter from D. Catholdi).
3. Request for Town Board to approve disposal of Highway equipment declared as surplus and sold through auction or sale (Highway) – Request from Amy Banker for Town Board action to dispose of Highway equipment (2000 Tow Behind Chipper) that is no longer needed or able to support departmental operations and is ready for auction or sale. (see letter from A. Banker).
4. Request for Town Board action to approve authorizing the Town Supervisor to amend the contract with Colliers Engineering & Design to include Miovision traffic monitoring as part of the Rochester Multiversity Trail Plan at a cost not to exceed \$4,860 (Public Works) – Request from Brendan Ryan for Town Board action to approve authorizing the Town Supervisor to amend the contract with Colliers Engineering & Design to include Miovision traffic monitoring, which provides intersection traffic counts, as part of the Rochester Multiversity Trail Plan at a cost not to exceed \$4,860 and bringing the total contract cost to \$79,655 (see letter from B Ryan).
5. Discussion regarding the NYLAF (New York Liquid Asset Fund) - NYCLASS (New York Cooperative Liquid Assets Securities System) transfer authorization notice of March 31, 2025 (effective July 1, 2025).
6. Town Hall Renovation progress update (ongoing when necessary).

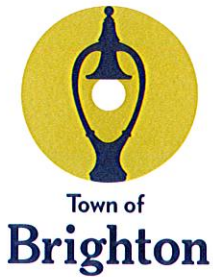
EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, April 16, 2025, at 8:30 a.m.**

in ROOM #159 at Empire State University, 680 Westfall Road.

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

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



Brighton Police Department

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



David Catholdi
Chief of Police

March 28, 2025

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

Dear Board Members:

I am requesting authorization to enter into an agreement with Bond Schoeneck & King Law Firm to retain their services for labor-related matters involving the Police Department.

Our current labor attorney, Mr. Angelo Catalano, has left the Coughlin & Gerhart Law Firm and is now serving as senior counsel with Bond Schoeneck & King. Mr. Catalano has extensive experience handling labor issues specific to law enforcement and possesses institutional knowledge regarding the Brighton Police Department.

The Attorney to the Town, Mr. John Mancuso, and I have reviewed the proposed engagement terms, including the scope of representation, attorney fees, confidentiality provisions, and other relevant details. We acknowledge and find acceptable the fee structure, with rates capped at \$300.00 per hour.

Please let me know if you have any questions regarding this request.

Respectfully,

David Catholdi
Chief of Police

c: Earl Johnson, Director of Finance
Tricia Van Putte, Director of Personnel
Dan Aman, Town Clerk

ANGELO D. CATALANO
acatalano@bsk.com
P: 315.218.8083

March 20, 2025

VIA ELECTRONIC MAIL – david.catholdi@townofbrighton.com

Chief David Catholdi
Town of Brighton
680 Westfall Road
Rochester, New York 14620

Dear Chief Catholdi:

We are pleased to confirm Bond, Schoeneck & King, PLLC's ("Bond") representation of Town of Brighton ("Client") in relation to Personnel Records/FOIL. We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," as well as below.

Our billings with respect to this matter will be based on the time (in tenth of an hour increments) that our attorneys, paralegals, and other service professionals devote to it. Current hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned. Rates will be capped at \$300 per hour.

If you would like to engage Bond to represent you, and these terms (including the enclosed Terms of Representation) are acceptable, please sign and return the Engagement Letter and Authorization so that your files may be transferred to Bond and representation can begin. The transfer of any additional matters is also authorized, subject to completion of our final conflict checks. We will file notices with the Court where probate or other court proceedings are pending, if applicable.

In the event that you do not wish to engage Bond, please indicate the attorney to whom your file(s) should be transferred on the enclosed Authorization, or whether you would like your file returned to you.

Again, we appreciate the opportunity to be of service and look forward to working with Client. If you have any questions about this letter, or about any aspect of our representation and arrangement, please do not hesitate to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Angelo D. Catalano
ADC/eedc
Attachment

Chief David Catholdi
March 20, 2025
Page 2

Accepted:

Town of Brighton

_____ Dated: _____
David Catholdi, Police Chief

Chief David Catholdi
March 20, 2025
Page 3

AUTHORIZATION TO TRANSFER FILE

Re: Personnel Records/FOIL

In connection with the above-referenced matters, David Catholdi hereby authorizes and directs Coughlin & Gerhart, LLP to:

Please transfer my files to Bond, Schoeneck & King, PLLC. I authorize the transfer of the physical and electronic files listed above, including any original answers and retained account balance, to Bond, Schoeneck & King, PLLC at its Syracuse address and authorize execution of all notices necessary to substitute the law firm of Bond, Schoeneck & King, PLLC in place of Coughlin & Gerhart, LLP.

Please transfer files to _____.
I authorize the transfer of my physical and electronic files to the above referenced attorney

Please return my files to me. I wish my file and retained account balance to be returned to me at the following address: _____

David Catholdi, Police Chief

Dated: _____

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

If our engagement involves our filing of a beneficial ownership information report on your behalf in compliance with the "Corporate Transparency Act" (31 U.S.C. 5336), you and your beneficial owners agree to sign and deliver to us a certificate (in such form as prepared/required by our firm) no later than 10 days prior to the filing deadline, in which you will certify to us that all information you provide to us in connection with the filing of the report is true, accurate, and complete. It is your responsibility to file an updated report no later than 30 days after the date of any change to the information in your beneficial ownership information report. Accordingly, our engagement will be limited to the filing of the initial report unless you timely engage us, and we agree, to assist you with the filing of an updated report, which will require you and your beneficial owners to sign and deliver to us an

updated certificate (in such form as prepared/required by our firm) no later than 10 days prior to the filing deadline.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming

your final binding obligation. While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. Disputes and Claims. Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. Communications. We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. In-Firm Privilege. Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. Files. Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or

dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. Termination of Representation. You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. Governing Law and Venue. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. Waiver of Conflicts. During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. Acceptance of Terms of Representation. Your agreement to this engagement constitutes your knowing acceptance of the

foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.



Highway Department

Amy Banker
Accountant

March 26, 2025

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

Dear Finance Committee Members:

I recommend that the following Highway Equipment be declared surplus to our needs:

2000 Tow-Behind Brush Chipper #37
Asset # 004777
S/N 4FMYS1410YR004326

This equipment has exceeded its useful life. I further recommend that this item be disposed of through a municipal auction in April 2025

I would be happy to answer any questions regarding this matter.

Sincerely,

Amy Banker

Amy Banker
Accountant

Cc: Earl Johnson, William Haefner, Bridget Monroe

LIVE Town of Brighton *LIVE*

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price																								
004777	K104	BRUSH CHIPPER, TOW-BEHIND #37 HWY - Highway		03/09/2000	\$18,436.00																								
<div> <div> Item: FA - Equip & Mach Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Original Acreage: 0.0000 Responsible ASSET Employee: MANAGER Assigned To Employee: General Location: HYSR-HWY/SEWER Specific Location: HIGHWAY Insurance Policy: Lease Contract: </div> <div> Responsible Organization: A.HWY.8160 - General Fund, Highway Department, Town Landfill G/L Distribution Profile: Home & CS - Equipment Capitalization Date: 03/09/2000 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: MISC Model Number: 90XP Serial Number: 4FMYS1410YR004326 Model Year: Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date: </div> <div> Adjustments: \$0.00 Depreciation: \$18,436.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00 </div> </div>																													
<table> <tr> <th>Transactions:</th><th>Status</th><th>Date</th><th>Type</th><th>Amount</th><th>Comments</th></tr> <tr> <td></td><td>Posted</td><td>12/31/2017</td><td>Record Asset</td><td>\$18,436.00</td><td></td></tr> <tr> <td></td><td>Posted</td><td>12/31/2017</td><td>Record Depreciation</td><td>(\$18,436.00)</td><td></td></tr> </table>						Transactions:	Status	Date	Type	Amount	Comments		Posted	12/31/2017	Record Asset	\$18,436.00			Posted	12/31/2017	Record Depreciation	(\$18,436.00)							
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	03/09/2000	Initialize Values	conversion	10/05/2018																									
Grand Total:				1 Asset	\$18,436.00																								



Public Works Department

Brendan Ryan
Assistant Engineer

April 1, 2025

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

Re: Multiversity Change Order

Dear Councilperson Salzman and Committee Members:

The Town has been working with Colliers Engineering and Design for the past year on the completion of the Multiversity Trail Plan, which is wrapping up and the final plan will be presented to the Board for adoption in the near future. The original agreement signed in October 2023 was for an amount of \$74,795. Early on in the project, it was determined that the project would benefit from the incorporation of Miovision traffic monitoring to provide intersection traffic counts, at an additional cost totaling \$4,860.

Town staff is requesting authorization for the Town Supervisor to amend the contract with Colliers Engineering & Design to include this service, bringing the total contract cost to \$79,655. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Brendan Ryan
Department of Public Works



NOTICE: NYLAF-NYCLASS TRANSFER AUTHORIZATION

March 31st, 2025

Dear Earl,

Thank you for your support and for your ongoing communication as we integrate NYLAF and NYCLASS. As was previously communicated, the decision to combine these great programs was made after the careful consideration and thorough evaluation of both the NYLAF Board of Directors and the NYCLASS Governing Board. The Boards are unified in their shared primary objectives, including safety of principal, daily liquidity, competitive rates of return, convenience, and financial transparency.

As part of the integration process, we are requesting each NYLAF Participant provide an authorization to transfer NYLAF account balances to NYCLASS effective July 1, 2025.

ACTION REQUIRED: Authorization to Transfer NYLAF Assets to NYCLASS

Please reply to this email to confirm the following:

1. You acknowledge that you are the Primary Contact on file for the NYLAF account.
2. You have received communications regarding the NYLAF–NYCLASS Reorganization.
3. You hereby authorize NYLAF to transfer your entity's NYLAF account assets to NYCLASS, effective **July 1, 2025**.

Please note that the authorization window will remain open until June 30, 2025.

While the decision ultimately rests with each Participant, the NYLAF Board of Directors and the NYCLASS Governing Board strongly encourage your approval. Both Boards firmly believe that the combined NYLAF-NYCLASS platform will deliver an enhanced client experience, offering benefits such as access to a broader team of investment professionals, increased diversification, and improved economies of scale. NYLAF Participants who choose not to authorize the transfer will be contacted by a NYLAF representative to discuss alternative account transfer options.

On behalf of the Boards and your NYLAF-NYCLASS team, we appreciate your attention to this important matter. Should you have any questions, or require any assistance, please feel free to contact your NYLAF team at (866)-996-9523 or via email at NYLAF@pmanetwork.com.

Sincerely,

The NYLAF-NYCLASS Team
