

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

**Meeting Date: Tuesday, February 16, 2018 (3:30 p.m.)
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the February 6, 2018 meeting.
2. Contract Extension with NYS DOT for Snow and Ice Control (Highway) - Request from Tim Keef for Town Board action to authorize the Supervisor to execute an extension with the NYSDOT for Snow and Ice Control on State roads in the Town for the 2019/20 season (see letter from T. Keef).
3. Budget Transfer for Computer Equipment (Finance Dept.) – Request from Suzanne Zaso for Town Board action to transfer \$2,400 within the Finance Dept. 2018 budget for the purchase of computer equipment (see letter from S. Zaso).
4. Discussion regarding capitalization of fixed assets.
5. Discussion with Raymond F. Wager, CPA, regarding the upcoming financial audit of the Town for the year ending 12/31/17.
6. Budget Transfer for X-Ray Machine (Justice Court) – Request from Colleen Rogers for Town Board action to transfer \$19,635 from the contingent fund for the replacement of an X-ray machine used for court security (see letter from C. Rogers).

The next regularly scheduled meeting of the FASC will be held Tuesday, March 6, 2018 at 3:30 p.m. in the Stage Conference Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

2a



Public Works Department

Tim Keef, P.E.
Commissioner of Public Works

February 13, 2018

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

re: Snow and Ice Control Agreement Extension
with the New York State Department of Transportation (NYSDOT)
2019/2020 Season

Dear Chairperson DiPonzio and Committee Members:

The Town of Brighton provides snow and ice control for local New York State highways via an agreement with the New York State Department of Transportation (NYSDOT). At this time I am requesting that said agreement with the NYSDOT be amended per the attached documentation from the State and recommend that the Supervisor be authorized to execute these documents.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 16, 2018 meeting in the event that you have any questions regarding this matter.

Sincerely,

Timothy E. Keef, P.E.
Commissioner of Public Works

TEK/wpd

attachments

cc: T. Anderson
S. Zaso
A. Banker
M. Hussar
K. Gordon

FASC.NYSDOT.SNOW.ICE.AGREEMENT.EXTENSION.2019.2020.FEB.2018.01

2b.

Contract #	Municipality	Exc. season	Region
D012050	Town of Brighton / Monroe East County	2019/20	4

AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the **Town of Brighton** of **Monroe East County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D012050** entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **Town of Brighton**" dated **October 8, 1998**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **1998** and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2019**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2020**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2019**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be **\$5,554.8146** per lane mile for **41.00** lane miles for a total of **\$227,747.40** for the **2017/18** season and for the remainder of the term of the Agreement commencing July 1, **2017**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Over 

2c.

Agency Certification Contract No. **D012050**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____ BY _____
for Commissioner of Transportation

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____ Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that he resides in _____, New York; that he is the _____ of _____ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

2d.

AGREEMENT ADJUSTMENT WORKSHEET
2019/20 EXTENSION YEAR

Municipality	Town of Brighton	Contract	D012050
County	Monroe East	Region	4

2018/19 Extension's Estimated Expenditure					\$227,731.90	
%	Labor	46.92%	Materials	29.48%	Equipment	23.60%
Value	\$106,852.11		\$67,144.12		\$53,735.67	
Contract Snow & Ice Lane Miles of Responsibility						
Existing Lane Miles of Contract			41.00	New Lane Miles of Contract		41.00
% Change in Lane Miles of Contract						0.00%
(1) - The % change in LM's is used in the calculation of Labor, Material & Equipment						

LABOR *

Labor Portion of 2018/19 Extension's Estimated Expenditure	\$106,852.11
% Labor Increase includes (+/-) Fringe Benefits for 2017/18 Season	x -3.97%
Additional Labor Costs for 2019/20	-\$4,242.03

Wages (avg.): 2016 = \$28.36/hr & 2017 = \$28.59/hr & FBs: 2015 = 81.01% & 2016 = 76.23%

Labor Portion of 2019/20 Extension's Estimated Expenditure (1)	\$102,610.08
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* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 2018/19 Extension's Estimated Expenditure \$67,144.12

	Salt	Sand	Other
% Materials	100.00%	0.00%	0.00%
2018/19 Total Material \$	\$67,144.12	\$67,144.12	\$67,144.12
Proportionate \$ Amount (1)	\$67,144.12	\$0.00	\$0.00
2016/17 Price Per Ton	\$49.09	\$0.00	\$0.00
2015/16 Price Per Ton	\$49.09	\$0.00	\$0.00
Difference (Show +/-)	\$0.00	\$0.00	\$0.00
+/- ▲ % (2)	0.00%	#DIV/0!	#DIV/0!
(1) x (2) Increase/Decrease	\$0.00	#DIV/0!	#DIV/0!
Materials Total	\$67,144.12	\$0.00	\$0.00

Materials Portion of 2019/20 Extension's Estimated Expenditure	\$67,144.12
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2e.

EQUIPMENT

Equipment Portion of 2018/19 Extension's Estimated Expenditure		\$53,735.67
% Equipment Increase for 2017/18 Season	x	3.78%
Additional Equipment Cost for 2019/2020		\$2,031.21

Equipment Portion of 2019/20 Extension's Estimated Expenditure	\$55,766.88
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Sub Total (Before Fixed Cost) 225,521.08

FIXED COSTS ADD-ONS

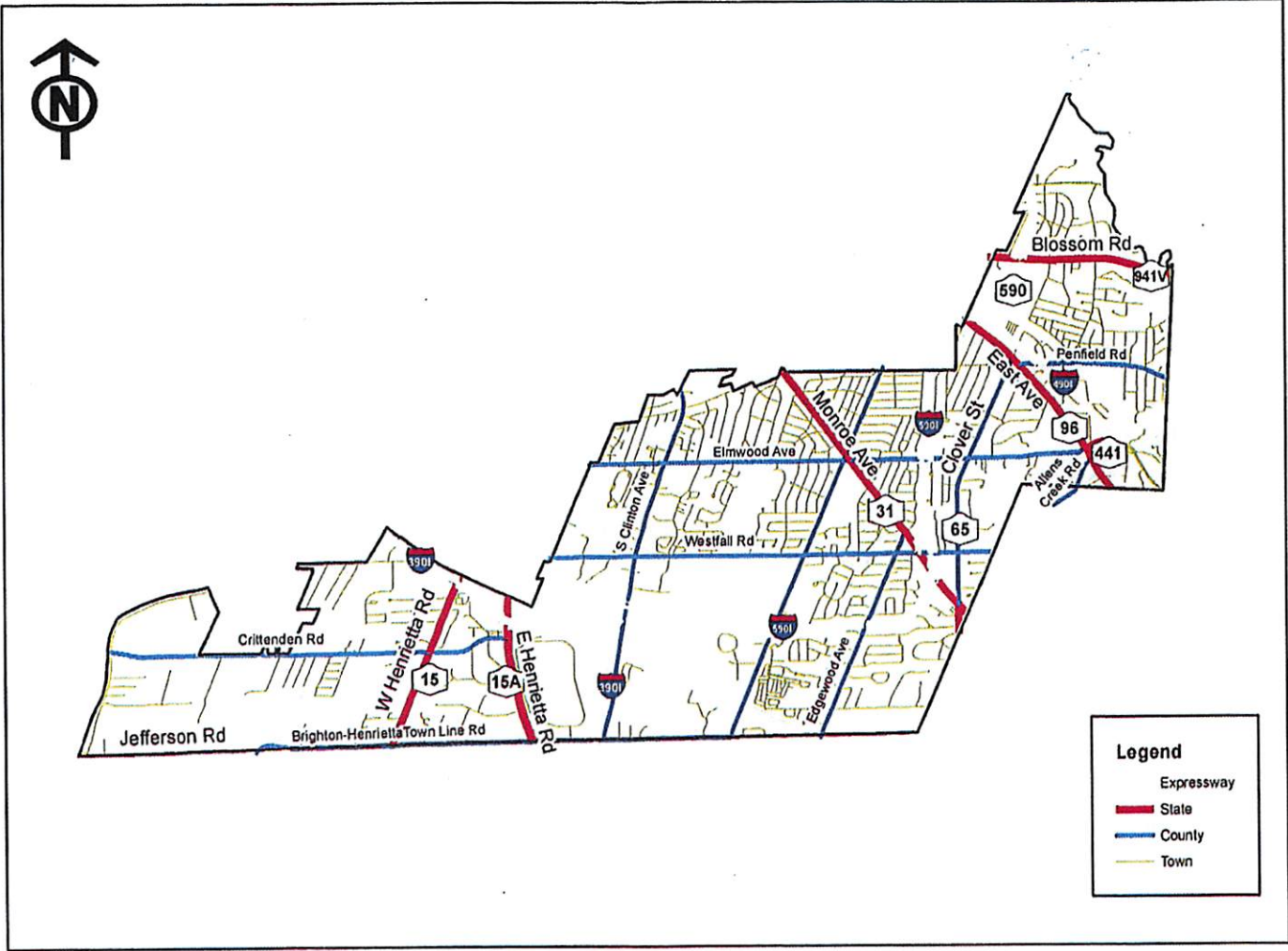
Salt Storage (Barns)		\$0.00
Salt Storage (Barns)		\$0.00
DTN Weather Service		\$0.00
Snow Fence	1,637 LF @ 1.36/LF	\$2,226.32
Deductions		\$0.00
Total Fixed Costs		\$2,226.32

FINAL 2019/2020 ESTIMATED EXPENDITURE	\$227,747.40
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Recommended By: _____



Transportation Maintenance Division Representative

Town of Brighton



MAP SHOWING TOWN OF BRIGHTON
RESPONSIBILITY FOR SNOW AND ICE CONTROL ON
STATE HIGHWAYS FOR SEASON OF 2017/2018

MILES - CONTRACT

C.L.	LANE		SNOW & ICE CONTROL PLOWING ONLY	SIGNED	
9.3	41.0			REGIONAL DIRECTOR OF OPERATIONS	DATE
				SIGNED	
				FOR MUNICIPALITY	DATE



3

Finance Department

Suzanne Zaso
Director of Finance

February 15, 2018

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

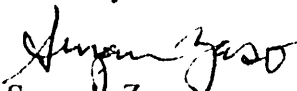
RE: Budget Transfer for Computer Equipment

Dear Board Members:

I am recommending Town Board authorization to transfer \$2,400 from medical premiums to computer equipment in the 2018 Finance Department budget for the purchase of a laptop with docking station and desktop scanner.

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,


Suzanne Zaso
Director of Finance

JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

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

<http://www.townofbrighton.org>

JUSTICES
KAREN MORRIS
JOHN A. FALK

COURT ADMINISTRATOR
COLLEEN M. ROGERS
ASSISTANT COURT CLERK
MARY KELLENBERGER

Town of Brighton
Finance and Administrative Services Committee
2300 Elmwood Ave.
Rochester, N.Y. 14618

RE: X-Ray Smiths Detection

Dear FASC Members,

The court is requesting approval to purchase a new X-Ray Machine 5030si System to replace the existing machine that is out of service. The X-Ray Machine is a crucial part of our court security. The cost for the new machine would be \$19,635.47 with a 24 month warranty. The cost to repair the existing machine is not conducive at the cost of \$12,506.61 not including a 2 year service contract of \$8457. I have attached quotes for both repair and purchasing of the X-Ray Machine. The quote to replace the machine from Smiths Detection is from a NYS purchase contract. Funding to replace this piece of equipment was not anticipated in the 2018 adopted budget. After conferring with the Director of Finance, we are recommending that the Town Board transfer \$19,635 from the Town's contingent fund (A.UNDST.1990 4.90) to the office equipment line in the court (A.JSTCE.1110 2.12)

Please let me know if you should need any further information. Thank you.



Colleen M. Rogers
Administrative Court Clerk

Attachment

cc: Suzanne Zaso
file

Colleen Rogers

From: Edgar, Jamie (DESS)
Sent: Tuesday, February 06, 2018 11:16 AM
To: Colleen Rogers
Cc: Chief Mark Henderson; John A Falk; Luis Valcarcel
Subject: RE: X-Ray Smiths Detection
Attachments: Brighton Judicial (1) 5030si 020618a.pdf

Colleen,

Attached is a quote for (1) 5030si system. This is based on the NY State Court package that we have supplied to Chief Louis Valcarcel (cc'd here).

I have extended the NY State Court pricing, including a 24 month warranty.

Please review and call me with any questions.

Best regards,

Jamie

Jamie Edgar

Director
Homeland Security Systems
Smiths Detection Inc.
✉ jamie.edgar@smiths-detection.com
☎ Office: +1 212-234-4090/ Mobile +1 917-720-5001
🌐 <http://www.smithsdetection.com>

From: Colleen Rogers [mailto:colleen.rogers@townofbrighton.org]
Sent: Tuesday, February 06, 2018 11:02 AM
To: Edgar, Jamie (DESS) <Jamie.Edgar@smiths-detection.com>
Cc: Chief Mark Henderson <mark.henderson@townofbrighton.org>; John A Falk <jfalk@faraci.com>
Subject: RE: X-Ray

Good Morning,

I am following up on the quote for the Xray Machine. As we discussed it would be on State Bid. We would like to get something in place as soon as possible. Thanks again.

*Colleen M. Rogers, Administrative Court Clerk
Town of Brighton Justice Court
2300 Elmwood Ave.
Rochester, NY 14618
585-784-5158
Fax: 585-784-5380*

From: Edgar, Jamie (DESS) [mailto:Jamie.Edgar@smiths-detection.com]
Sent: Monday, January 29, 2018 10:33 AM

smiths detection

bringing technology to life

Tax ID#: 22-3552823
DUNS #: 53050980

Jamie Edgar
Director, Homeland Security Systems
Smiths Detection Inc.
2202 Lakeside Blvd.
Edgewood, MD 21040
Phone: 917-720-5001

jamie.edgar@smiths-detection.com

Smiths Detection Equipment Proposal

Prepared for	Colleen M. Rogers	Date	February 6, 2018
Company	Town of Brighton Justice Court	Quote number	Brighton (1) 5030si 020618a
Location	2300 Elmwood Ave	Delivery Location(s)	Rochester, NY
Phone	585-784-5158	Delivery Terms	FOB Origin Freight Allowed
Email Address	colleen.rogers@townofbrighton.org	Expected Delivery	12 Weeks
Payment Terms	Net 30 days	Validity of Quote	30 Days

QTY	DESCRIPTION	UNIT PRICE	NYS COURTS	EXTENDED PRICE
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HIRE CONTRACT PRODUCT EFFECTIVE AUGUST 2015 THROUGH MAY 2020

1	Smiths Detection HI-SCAN 5030si X-ray Inspection System (HIRE) Pricing \$ 19,333.82 Preferred Partner Discount 4% \$ (773.35) \$ 18,560.47			
	NYS Courts Package LCD monitor Operator Keyboard Software: HI-SPOT - Automatic Dense Area Detection HI-TRAX Image Enhancement Functions Operator Manual 24 Month Standard Warranty			
			Total X-Ray	\$ 18,560.47

Advanced Software Options

HIRE CONTRACT PRODUCT

1	NYS Courts Advanced Software Package Includes: Image Store System - Digital Image Management X-ACT - Advanced Contents Tracking High Density Alert - Automatic Marking of Suspicious Objects X-PLORE - Determination of Organic Materials	\$7,500.00	Included	Included
			Total Software	\$0.00

Roller Tables

HIRE CONTRACT PRODUCT

	5030si Roller Table Options			
1	.5 Meter Roller Table, Flip up option (Entrance)	\$1,200.00 (\$125.00)	\$1,075.00	\$1,075.00
			Total Rollers	\$1,075.00

OPEN MARKET ITEMS

1	Shipping (terms detailed above)	\$1,000.00	Included	Included
1	Installation Unit installation Radiation Leak Survey	\$1,138.00	Included	Included

1	2-hour (up to) Operator Orientation Removal of Legacy Unit	\$1,100.00	Included	Included
TOTAL PRICE				
				\$19,635.47

Smiths Detection terms and conditions are hereby incorporated in this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions. The terms and conditions are located at the following Smiths Detection Website: www.smithsdetection.com/US_terms_conditions.php

The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (June 1995).

All items are open market items (non-GSA), unless otherwise explicitly stated in this quote. Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind. Smiths Detection reserves the right to modify any terms and/or co

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Service Quotation

smiths detection (Lee)

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from Date Sold to No. Sold to name Sold to address Phone No. Fax No. Email	01/05/2018 Valid to 02/02/2018 01/12/2018 317940 BRIGHTON TOWN COURT 2300 ELMWOOD AVENUE ROCHESTER New York 14618 USA	Quotation No. 20084411 Smiths Contact Person Phone No. Fax No. Email	 20084411 Kelli O'Reilly 862-222-6789 410-510-9500 kelli.oreilly@smiths-detection.com
Ship to No. Ship to name Ship to address Phone No. Fax No. Email	317940 BRIGHTON TOWN COURT 2300 ELMWOOD AVENUE ROCHESTER New York 14618 USA	Terms of Delivery Payment Terms Contact Person Tel	FOB ORIGIN Z009 Net 30 DIANE BURDNETT 585-784-5350
Equipment Material Serial No. Quantity	10507433 11128856 130704 1	Planned Service Warranty Service Contract	11128856 - HS 5030si US-Standard - -

Item No.	Material Information		Qty	UoM	Unit Price	Total Unit Price	Curr.
10	Material No.	34428178	1.000	EA	6081.99	6081.99	USD
	Material Description	Generator HI-RAY 8					
20	Material No.	5030-2PMCM	2.000	EA	3142.81	6285.62	USD
	Material Description	ON-SITE COVERAGE (36 HRS) W/ PMI (2 YRS)					

Total Unit Price	12367.61
Freight and Insurance	138.00
Grand Total	12505.61

The grand total price of our quotation does not include pricing for alternatives and/or options

*Cost of repair -
with purchase of
a 2 year agreement*

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

Valid from	01/05/2018 Valid to 02/02/2018	Quotation No	20084411
Date	01/12/2018	Customer Reference No.	
Sold to No.	317940	Customer Reference Date	
Sold to name	BRIGHTON TOWN COURT	RMA No.	
Sold to address	2300 ELMWOOD AVENUE ROCHESTER New York 14618 USA		
Equipment	10507433	Planned Service	11128856 - HS 5030si US-Standard
Material	11128856	Warranty Details	
Serial No.	130704		-
Quantity	1	Contract Details	-

Additional Remarks

The total price appearing on this quotation is the maximum estimated amount. The final amount invoiced will be based on actual costs incurred and may be lower than but will not exceed this estimate. The parts listed on this quote represent the items that may be required to resolve the equipment problem, and that are most likely the cause of the problem. All, some or none of these parts may actually be used. In some instances, a part or parts not listed may be required to resolve the problem. Upon troubleshooting and repair of the system, the customer shall be advised as to which part or parts were actually needed.

Note:

To avoid subsequent billing for unreturned parts: All parts that are listed on the quote as returnable are required to be sent back to Smiths Detection within 30 days of part(s) ship date. When returning parts, customers shall include the Service Order number(s) located on the original shipping document (Delivery Note) for any & all returned parts.

Returnable parts shall be shipped to:

Smiths Return Center
30 CHAPIN ROAD, UNIT 1206
PO BOX 686
PINE BROOK, NJ 07058

Standard Terms and Conditions

This Sale is subject to Smiths Detection Terms and Conditions of Sale. All other terms and conditions are hereby expressly rejected.

Smiths Detection terms and conditions are available on our website:
http://www.smithsdetection.com/US_terms_conditions.php

Where applicable, this sale is contingent on Smiths obtaining the required export licenses and end user certificates.

Customer acknowledge (sign):

Date:

ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage - 8:00a.m. - 5:00p.m. Monday - Friday Excluding Holidays
- ✓ Typical Response Time: Within 36 hours
- ✓ Includes All Labor, Travel Time and Travel Expenses
- ✓ Includes All Replacement Parts Required
- ✓ 24/7/365 Call Center Technical Support
- ✓ One Annual Preventive Maintenance Inspection (PMI)
- ✓ Complete Operational and Calibration Procedure Performed
- ✓ Valued Customer Status - 15% Discount On Instructor-led Training



SMITHS DETECTION SERVICE OPERATIONS

As a valued customer of Smiths Detection, we want to continue to provide the service and support you need to keep your equipment maintained and in peak operating condition. A Service Agreement provides you with a cost-effective solution to assure trouble-free operation of your Smiths Detection products, and also allows you to budget one fixed expense through the Agreement period. This eliminates any unplanned corrective maintenance expense.

Our Service Representatives are of the highest technical caliber and are fully trained on the products your Service Agreement covers. Our 24/7/365 Technical Support Help Desk is always available for Smiths Detection Service Agreement holders. This is the one place for you to call to get your technical questions answered promptly, accurately, and professionally. Listed below are a variety of Service Agreement options. Customized offerings are also available and quotations may be received upon request.

ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage – 8:00a.m. – 5:00p.m. Monday – Friday Excluding
- ✓ Holidays Typical Response Time: Within 36 hours
- ✓ Includes All Labor, Travel Time and Travel Expenses
- ✓ Includes All Replacement Parts Required
- ✓ 24/7/365 Call Center Technical Support
- ✓ One Annual Preventive Maintenance Inspection (PMI)
- ✓ Complete Operational and Calibration Procedure Performed
- ✓ Valued Customer Status – 15% Discount On Instructor-led Training

PRIORITY ON-SITE SERVICE AGREEMENT

- ✓ On-Site Service Coverage – Extended Hours, Evenings and Weekends
- ✓ Typical Response Time: Within 24 hours
- ✓ Includes All Labor, Travel Time and Travel Expenses
- ✓ Includes All Replacement Parts Required
- ✓ 24/7/365 Call Center Technical Support
- ✓ One Annual Preventive Maintenance Inspection (PMI)
- ✓ Complete Operational and Calibration Procedure Performed
- ✓ Preferred Customer Status – 25% Discount On Instructor-led Training

Coverage	*One Year	*Two Year	*Three Year	*Four Year	*Five Year
On-Site w/PMI	\$3,206	\$6,286	\$9,248	\$12,098	\$14,843
X Priority On-Site w/PMI	\$4,313	\$8,457	\$12,441	\$16,275	\$19,967

*Prices are subject to change and are for US customers only.