

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

**Meeting Date: Tuesday, March 20, 2018 (3:30 p.m.)  
Location: Town Hall Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the March 6, 2018 meeting.
2. Contract renewal for court reporting services (2018 calendar year) – Request from Collen Rogers to approve a renewal contract with Frank Scarcelli for court reporting services for the 2018 calendar year. (see memo from C. Rogers - Courts).
3. Contract amendment and budget appropriation for Kirk Astor Park District (Public Works) – Request from Mike Guyon to amend the current contract with Plant Concepts by adding \$960 to facilitate the weeding and mulching of the Korean War Memorial (corner of Kirk Drive and Route 441). Further an approval for the appropriation of \$960. Funds are available in the assigned fund balance of the Kirk Astor Park District (BR 601) (see memo from M. Guyon).
4. Declare Equipment as Surplus for Auction (Highway Dept) – Request from Tim Anderson for Town Board action to declare three trucks and one tractor with v-plow attachment as surplus and to authorize all to be disposed at the May 12<sup>th</sup>, 2018 Teitsworth auction. (see memo from T. Anderson).
5. Bid award / appropriation for Landfill Watermain Extension Project (Public Works) – Request from Evert Garcia for Town Board to award the bid to Villager Construction in an amount not to exceed \$230,000 plus a 10% contingency (\$253,000) with change orders that do not collectively exceed 10% of the project to be authorized by the Supervisor without further Board action. Further approval for an appropriation of \$253,000 to account SW.WATRD.8310 2.66 with funds available from assigned fund balance (see letter from E. Garcia).
6. Appropriate / Re-appropriate Capital Projects Budgets (Finance) – Request from Suzanne Zaso to appropriate the approved 2018 budgeted capital projects; to re-appropriate the remaining budget estimates of unrealized revenues and expenses for the Capital Projects authorized prior to 2018; and to appropriate interest earned (excluding borrowed funds) (see memo from Suzanne Zaso).

The **next regularly scheduled meeting of the FASC will be held Tuesday, April 3, 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

# 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

March 7, 2018

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

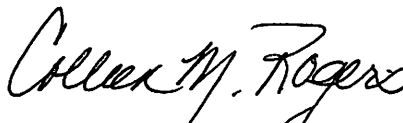
RE: Renewal of Service Agreement for Stenographer

Dear Finance Committee Members,

The court is requesting approval for renewal of our contract services agreement with Frank Scarcelli. The contract is for court reporting services for the 2018 calendar year and the fees for appearance are \$90 (first two hours) and \$45.00 for each additional hour thereafter. The transcript fee is \$3.65 per page, \$5.00 per page expedited. There is \$5.00 change to the contract rate from last year.

As court administrator I am recommending the renewal of Mr. Scarcelli's contract as his services are invaluable to the operations of our court.

Sincerely,



Colleen M. Rogers  
Administrative Court Clerk

cr

xc: Suzanne Zaso, Finance

Frank A. Scarcelli  
Court Reporter  
133 Raleigh Street  
Rochester, NY 14620

Agreement:

Is made this 1<sup>st</sup> day of January, 2018 – December 31, 2018  
between the Town of Brighton, 2300 Elmwood Avenue,  
Rochester, NY 14618 and Frank A. Scarcelli, 133 Raleigh Street,  
Rochester, NY 14620.

The agreement agrees to perform the following service for the  
Town of Brighton: Court Reporting for the Brighton Courts and  
transcripts as requested.

The Town hereby agrees to pay Frank Scarcelli a sum of the  
following: \$90.00 appearance fee for the first 2 hrs. and \$45.00  
thereafter for each additional hour. Transcripts as requested  
will be \$3.65/per page and \$5.00/per page expedited within 1-5  
working days,) depending on the length of the testimony.

By: Frank A. Scarcelli

Print Frank A. Scarcelli

SS# XXX-XX-3028

RECEIVED

JAN 24 2018

BRIGHTON TOWN COURT



Town of  
**Brighton**

# Public Works Department <sup>3a</sup>

Commissioner of Public Works – Tim Keef, P.E.

Michael Guyon,  
P.E.  
Town Engineer

March 16, 2018

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

Re: Korean War Memorial (Kirk Dr. & Rt. 441)  
Mulch & Spring Clean up

Dear Councilperson DiPonzio and Committee Members:

Over the years the residents in the Kirk Astor neighborhood have requested that the Town of Brighton weed and mulch the Korean War Memorial Park that is located at the corner of Kirk Drive and Route 441. We obtained a quote of \$960.00 from Plant Concepts to provide these services. Attached is the quote from Plant Concepts. Plant Concepts is currently under contract with the Town of Brighton to provide mowing services throughout the Town including the Kirk Astor Neighborhood. We are requesting to amend Plant Concepts current contract to include services to weed and mulch the Korean Memorial Park for a cost not to exceed \$960.

Kirk Astor Park District, BR 601, was established to provide funding to maintain the green areas associated with the neighborhood including the Korean War Memorial Park. The 2018 cost to provide mowing and clean-up services for the five neighborhood green spaces is \$3,100. The mowing contract did not include services to weed and mulch the Memorial.

The 2018 Kirk Astor Park District budget is \$3,500. The district currently has a reserve of \$5,350.81. I am requested to amend the Kirk Astor Park district budget to \$4,460 to fund the mulching and weeding of the Korean Memorial, \$960.00. The district reserve would fund the additional cost to weed and mulch the memorial and the 2019 budget would be adjusted to reflect this additional charge. Additionally, I am requesting to amend Plant Concepts current contract to include services to weed and mulch the Korean Memorial Park for a cost not to exceed \$960.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 20th meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon

cc: T. Keef  
S. Zaso  
T. Anderson  
C. Roscoe

Attachment

Contract  
 $3,100 + 960 = 4060.-$   
budget  
 $3500 + 960 = 4460.-$

LANDSCAPE MAINTENANCE QUOTATION FOR:



**Town of Brighton | Korean War Memorial**

2300 Elmwood Avenue | Rochester, NY | 14620

*by:*

**Plant Concepts, Inc.**

1630 Kennedy Road | Webster, NY | 14580

585.872.0515



3c



## PRICING SUMMARY: Korean War Memorial

March 9, 2018

### Garden Maintenance for Korean War Memorial:

1. **EARLY SPRING:** Weed, edge and install triple ground hardwood mulch in all garden beds at the Korean War Memorial Park at Kirk Road and Rt. 441. All work to be completed by May 25<sup>th</sup> 2018.

.....\$960.00

PAYMENT: upon completion

This quotation is subject to our general conditions of sale, and the above prices are exclusive of tax which will be charged at the rate ruling at the date of invoice.

I trust this proposal is acceptable to you. If you wish to discuss any of the above in further detail please do not hesitate to contact me at (585) 872-0515 or [jamie@plantconcepts.net](mailto:jamie@plantconcepts.net)

Yours Sincerely,  
for Plant Concepts,

*Jamie Congdon*



### **BENEFITS OF USING PLANT CONCEPTS, INC.**

- ✓ **Local, Family Business**
- ✓ **We Love Green and practice environmentally friendly systems.**
- ✓ **Experience of working with both large and small organizations.**
- ✓ **Business built on quality, loyalty and trust. Our technicians are highly trained and take pride in ensuring your property is always looking in peak condition.**
- ✓ **We Look Good. We're always in uniform using quality, well maintained equipment suited best for your property.**
- ✓ **Plant Concepts Promise. In the unlikely event, you are disappointed with the care we provided, call us and we will rectify the problem in 24 hours or less.**
- ✓ **Service With A Smile. You will enjoy working with us as we strive to provide polite, courteous and friendly service to show you we care.**
- ✓ **Over a Decade of experience in Landscape Maintenance and Design.**
- ✓ **Will work with you to provide the solution to match your need in relation to design, finance and on-going care.**



## QUOTATION ACCEPTANCE FORM PROPOSED FOR:

### Town of Brighton

2300 Elmwood Avenue | Rochester, NY | 14620

by:

### Plant Concepts, Inc.

1630 Kennedy Road | Webster NY, 14580  
585.872.0515

To order your maintenance service from Plant Concepts please complete this form and return it by mail, or email;

✓ Please sign and complete this form, then send a scanned copy to [sales@plantconcepts.net](mailto:sales@plantconcepts.net)

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I hereby confirm that we wish to proceed with quotation as described in pricing summary(s) on Plant Concepts quotation dated March 9, 2018 at address listed above. I understand pricing excludes sales tax which will be added and billing is done monthly. I also confirm that I have read and agree to Plant Concepts' terms and conditions as set out on the following page of this quotation.

Option #'s \_\_\_\_\_

Notes: \_\_\_\_\_

Signed on behalf of the customer: .....

Printed Name:.....

Position: ..... Date: .....

*Thank you for choosing Plant Concepts!*



3f

## GENERAL CONDITIONS OF SALE

1. **GENERAL:** Unless otherwise agreed in writing by Plant Concepts, Inc. (hereinafter called 'the company') these conditions shall supersede any earlier sets of conditions of sale appearing in catalogues or elsewhere and shall override any terms or conditions stipulated or incorporated or referred to by the intending purchaser to whom this quotation is addressed (herein called 'the customer') whether in an order or in the course of negotiations or at any time.

Where goods are to be maintained by the Company, the customer shall, if required to by the Company, forthwith enter into a Maintenance Agreement incorporating the terms set out in the agreement contained in the First Schedule hereto.

Where goods are to be hired, the customer shall, if required to be the Company, forthwith enter into a Hire and Maintenance Agreement incorporating the terms set out in the agreement contained in the Second Schedule hereto.

If, for whatever reason, the customer does not enter into a Maintenance Agreement or Hire and Maintenance Agreement (as appropriate) the contract entered into with customer for the maintenance or the hire will nonetheless be deemed to be subject to the terms of the appropriate agreement as contained in the Schedule hereto.

This quotation is conditional upon acceptance in writing within 30 days of the date hereof or such longer period as may be agreed in writing.

2. **TERMS OF PAYMENT:** Payment is strictly cash on Delivery (as hereinafter defined) unless the customer has an account with the Company in which case terms of payment shall be net 30 days, in default of which interest shall be charged on outstanding monies at the rate of 2% per month on a daily basis on any sum outstanding from the date when the same becomes due until the date of actual payment and the outstanding invoice will further be subject to a surcharge of \$25 to cover administration costs. Terms of payment shall be strictly observed by the customer and the time for payment shall be of the essence of the contract.

3. **PRICE:** It is a condition of acceptance of any order that due to possible fluctuations in the price of raw materials the goods are charged for by the Company and paid for by the customer at the price ruling at the date of invoicing and the responsibility remains with the customer to ascertain whether the prices in his possession are valid at the time of invoicing. Prices for goods do not include Sales Tax which shall be payable by the customer in addition to the price of the goods.

4. **DELIVERY:** The word 'Delivery' shall be understood throughout these Conditions to mean the point in time and place at which the goods pass(ed) from the hands of the Company into the hands of the customer or of his carrier or of any other party acting on his behalf.

5. **CLAIMS:** The customer should examine the goods on Delivery for any obvious damage or shortage and any claims must be communicated to both the Company and the carrier (where used) in writing within three days of Delivery. Any other claim that the goods are not in conformity with the customer's order must be communicated to the Company within seven days of Delivery. If the customer fails to give notice in accordance with this clause, goods of the quality and quantity required by the customer shall be deemed to have been delivered to the customer and the customer shall be bound to pay for the same.

6. **LIMITATION OF LIABILITY:** Subject as expressly provided by clause 5 hereof except where the goods are sold to a person dealing as a consumer all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the customer by reason of any representation or any implied warranty, condition or other term or any duty at common law, or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use by the customer, except as expressly provided in these conditions.

Without prejudice to the above, where the Company provides any flame retarding treatments or supplies any flame retardant plants or materials the Company gives no guarantee or warranty as to the flame retardant properties of the said products and the customer should satisfy himself as to their flame retardancy.

7. **PROPERTY:** The risk of any loss or damage to or deterioration of the goods from whatever cause arising shall pass to the customer upon Delivery of the goods but the goods shall remain the sole and absolute property of the Company as both legal and equitable owner until such time as the customer shall have paid to the Company the agreed price together with the price of any goods the subject of any other contract with the Company. Until such time as the customer shall become the owner of the goods he will be bailee of them only and will store them at his premises separate from his own goods and those of any other person and in a manner which makes them readily identifiable as the goods of the Company and will not amalgamate, conjoin or in any way mix the Company's goods with other goods either of the customer or of any other person. The Company may at any time prior to the customer becoming the owner of the goods enter upon the premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

8. **THIRD PARTY LIABILITY:** The customer will indemnify the Company insofar as the law permits against any claim which arises from or in connection with the supply of goods whether such liability arises by reason of the Company's negligence or its breach of contract or its breach of statutory duty or by whatsoever means any such liability may arise.

9. **DESCRIPTION:** Dimensions, weights and descriptions of goods stated in any quotation, order, catalogue or circular are approximate only and are not binding as to detail.

10. **DELIVERY DATE:** Any date of Delivery mentioned by the Company is an estimate only and the Company shall not be liable for any consequences of delay howsoever caused.

11. **CANCELLATION:** The Company reserves the right to cancel an order if after acceptance the goods set aside for such order are destroyed or damaged beyond repair and cannot be replaced. No order may be cancelled or varied by the customer without the written consent of the Company. The giving of such consent shall in no way prejudice the Company's right to recover from the customer compensation for any loss or expense arising from such cancellation or variation.

12. **TERMINATION:** If the customer becomes insolvent or has a receiver appointed to his property or makes default in or commits breach of the contract, the Company may forthwith on written notice to the customer terminate the contract without incurring liability to the customer and without prejudice to the Company's rights and remedies which have occurred up to the date of termination. Without prejudice to any other rights which it may have hereunder in the event of termination of the contract pursuant to the provisions of this clause the Company shall be entitled to retain any deposit monies paid by the customer.

## FIRST SCHEDULE: MAINTENANCE AGREEMENT

THIS AGREEMENT is subject to the General Conditions of Sale printed above insofar as they are applicable and not inconsistent with the terms of this Agreement. This Agreement is made on the date of the order between Plant Concepts, Inc. whose office is at 1630 Kennedy Road, Webster NY 14580 (herein after called 'Plant Concepts, Inc.') and the purchaser to whom this quotation is addressed (hereinafter called 'the customer'). In consideration of the sum shown in this quotation plus sales tax at the current rate payable to Plant Concepts, Inc. by the customer, Plant Concepts, Inc. agrees to make regular maintenance visits throughout the period of the contract as detailed overleaf for the purpose of maintaining the planter(s) ordered, the first of which visits shall be made within 30 days of the date of delivery of the goods. This agreement shall continue for one year from the date of delivery of the goods and will automatically renew in one year increments from the date this agreement was signed until termination by two month's notice in writing given by either party to the other for whatever reason.

The said maintenance shall include cleaning, watering, feeding, pest control and automatic free replacement of dead, dying or overgrown plants with the like or similar plants except where such condition arises from accidental or malicious damage. Access will be permitted to the plant displays for the purpose of such maintenance on working weekdays between the hours of 8:00am and 5:00pm. Plant Concepts, Inc. reserves the right to charge for costs incurred during any visit when such access is not made available.

## SECOND SCHEDULE: HIRE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is subject to the General Conditions of Sale printed above insofar as they are applicable and not in consistent with the terms of this Agreement.

The hirer of the equipment to whom this quotation is addressed (hereinafter called 'the Hirer') requests that Plant Concepts, Inc. whose office is located at 1630 Kennedy Road, Webster NY 14580 (hereinafter called the Owner) install the planters ordered, complete with plants and accessories (hereinafter called 'the Goods'), to be kept and displayed at the Delivery Address.

### LENGTH OF HIRE TERM

Unless otherwise stated, the hire term is for two years to commence on the date of Delivery of the Goods and thereafter until terminated by six months' previous notice in writing served by either party to the other either in person or by first class mail at the applicable office or Invoice Address above mentioned. The Owner to have the goods available for Delivery on the agreed commencing date although time is not of the essence of this Agreement.

### HIRE RENT

The rental amount is as specified in this quotation (which rental shall increase by not more than 7 1/2% per annum from and after the expiration of the said term of two years) plus sales tax at the current rate payable quarterly, which quarterly payments shall be paid within 30 days after the date of every invoice to be rendered by the Owner every three months on and after the date of Delivery of the Goods. The Owner will add interest to the outstanding balance of any overdue account at the rate of 2% per month accruing daily and any such overdue account will further be subject to a surcharge of \$25 to cover administration costs.

### RESPONSIBILITIES UNDERTAKEN BY THE HIRER

1. The Hirer is responsible to the Owner from the commencement of the hiring for safekeeping of the Goods and for their display and use in a proper manner and is liable for any loss of or damage to the Goods from whatsoever cause arising (fair wear and normal usage excepted).

2. On the termination of the hiring the Hirer must return the Goods to the Owner or arrange for the Owner to collect the at the Hirer's expense and (fair wear and normal usage excepted) the Goods must be in a condition similar to their condition at the commencement of the hiring. The Hirer will remain strictly liable under Section 1 above until the Goods are redelivered to the Owner.

3. The Hirer is not to move the Goods from the position in which he has agreed they will be kept and displayed without the prior written consent of the Owner.

4. The Hirer must not lend the Goods to any other person for any reason whatsoever or sub-hire them to otherwise surrender his control of them in any way without the prior written consent of the Owner. The Goods remain the property of the Owner and cannot in any circumstances be sold or used as security.

### MAINTENANCE

The Owner will maintain the Goods (including live plants) at his own expense during regular visits as detailed in this quotation throughout the period of the contract and the Hirer will when required by the Owner give him access on working weekdays between the hours of 8:00am and 5:30pm to the Goods for the purpose of inspecting them and carrying out works of maintenance and free replacement of any dead, dying and overgrown plants except where such condition arises from accidental or malicious damage. The Owner reserves the right to charge for costs incurred for any visit when such access is not made available.

### POSITION WHEN THE GOODS ARE AT RISK

If during the continuance of the hiring the Hirer shall make or propose any composition with his creditors or commit any act of bankruptcy or being a company shall go into liquidation or if a receiver shall be appointed or shall suffer any distress or execution to be levied against him or shall do or cause or suffer to be done any act whereby the rights of the Owner may be prejudiced this Agreement shall forthwith terminate and the Owner shall be entitled to take possession of the Goods without prior notice for which purpose it shall be lawful for him to enter any premises where the Goods may be but this power is without prejudice to any other rights of the Owner.

### OTHER RIGHTS OF THE OWNER

If the Hirer does not pay the hire rental when it is due or if the Hirer is otherwise in breach of this Agreement or if hiring is terminated at the request of the Hirer before expiration of written notice to terminate properly given as before mentioned the Owner may remove the Goods forthwith with the right to enter any premises where the Goods may be for that purpose and may treat this Agreement as having been repudiated by the Hirer and the Hirer shall be liable to pay the Owner in respect of the repudiation a sum equivalent to the outstanding balance of the hire rental payable for the remainder of the term of hiring.

### MEMORANDUM OF AGREEMENT

The owner will let and the Hirer will take the Goods at the hire rental specified in this quotation and for the length of term and on the terms and conditions of hiring all as set out above and subject to the General Conditions of Sale where applicable which are deemed to have been read by the Hirer.

3g

**THIRD SCHEDULE:  
OUTDOOR MAINTENANCE AGREEMENT SCHEDULE:**

THIS AGREEMENT is subject to the General Conditions of Sale printed above insofar as they are applicable and not inconsistent with the terms of this Agreement. This Agreement is made on the date of the order between Plant Concepts, Inc. whose office is at 1630 Kennedy Road, Webster NY 14580 (herein after called 'Plant Concepts, Inc.') and the purchaser to whom this quotation is addressed (hereinafter called 'the customer'). In consideration of the sum shown in this quotation plus sales tax at the current rate payable to Plant Concepts, Inc. by the customer, Plant Concepts, Inc. agrees to make regular maintenance visits throughout the period of the contract as detailed in quotation and below in service descriptions. This agreement shall continue for two years from the date of acceptance unless otherwise detailed in quotation.

The said maintenance shall include the services and goods listed in quotation and service descriptions below. Access will be permitted to the property(s) for the purpose of such maintenance Monday thru Saturday 7:00am thru 7:00pm with the exception of snowplowing and salting services where access will be permitted 24/7. Plant Concepts, Inc. reserves the right to charge for costs incurred during any visit when such access is not made available.

**SERVICE DESCRIPTIONS:**

**SPRING CLEAN-UP:** Unless otherwise listed spring clean-ups include the general cleaning of all lawn and landscape areas on property including the removal of any fallen tree limbs, removal of debris from lawn and gardens, dethatching of grass areas where snow mold has occurred, cleaning of all landscape gardens, pruning of perennials and preparing the property for the growing season. Where applicable debris will be left curbside for pickup by local municipality, otherwise will be properly disposed of by Plant Concepts, Inc.

**FALL CLEAN-UP:** Unless otherwise listed fall clean-ups include the general cleaning of all lawn and landscape areas on property including the removal of any fallen tree limbs, removal of leaves and debris from lawn and gardens, dethatching of any bare areas resulting from summer drought, cleaning of all landscape gardens, pruning of perennials, removing annuals, and preparing the property for the winter season. Where applicable leaves and debris will be left curbside for pickup by local municipality, otherwise will be properly disposed of by Plant Concepts, Inc.

**FERTILIZATION PROGRAMS:** As mandated by NYSDEC, Plant Concepts, Inc. will provide a separate agreement for fertilization programs where all pricing, license numbers, materials being used, approximate application dates and necessary documents will be included.

**MULCH INSTALLATION AND MAINTENANCE:** Unless otherwise listed, in early spring all landscape gardens will be power edged to the depth of 3" creating a natural border to keep mulch in gardens. All weeds will be either treated or mechanically removed and upon completion approximately 2" of triple ground hardwood mulch will be installed unless otherwise specified. Where mulch maintenance services are included unless otherwise listed one trip mid-summer will be made to cultivate all existing mulch within gardens.

**WEEKLY GARDEN MAINTENANCE:** Unless otherwise listed weekly visits will be made from May 1 thru October 31 to either treat or mechanically remove all weeds along with any unnecessary debris being removed to maintain a neat and clean appearance. All debris will be properly disposed of by Plant Concepts, Inc.

**SUMMER PRUNING:** Unless otherwise listed all ornamental trees and shrubs included in agreement will be pruned to a uniform look by removing all new growth. Wherever possible the original shape and size of plant will be maintained and any dead or dying branches will be removed. All debris will be properly disposed of by Plant Concepts, Inc.

**WINTER PRUNING:** Unless otherwise listed all ornamental trees and shrubs included in agreement will be pruned back in attempt to keep plantings in proportion and to promote new healthier growth. Any dead or dying branches will be removed. All debris will be properly disposed of by Plant Concepts, Inc.

**LAWN MOWING:** Unless otherwise listed all grass on property will be mowed to a uniform height of 3" on a weekly basis from mid-April thru mid-November annually. All stationary objects such as curbs, trees, gardens, building structures, signage, hydrants etc. will be string trimmed around to a uniform 3" to match the cutting height of remaining grass. Any "clumping" of grass resulting from heavy growth where possible will be evenly dispersed on existing lawn areas. Upon completion, all gardens and hard surfaces such as walkways, patios and driving areas will be blown clean of any grass clippings resulting from the mowing process.

**SNOW CLEARING:** Unless otherwise listed snow plowing operations will commence upon accumulation of 3" or more of newly fallen snow as determined by Plant Concepts, Inc. 24/7 from November 15<sup>th</sup> thru April 15<sup>th</sup> annually. Customer understands that plowing snow may not clear the area to "bare pavement" and slippery conditions may continue to exist after plowing services have occurred. Customer acknowledges that Plant Concepts, Inc. assumes no liability for this natural occurring condition. During operations and after completion of operations, customer agrees to indemnify and hold harmless Plant Concepts, Inc., its employees, against any and all claims by the customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees arising on account of death or injuries to persons or damage to property arising out of use of or traveling at or onto the property whether or not such claim, damage, injury or death results from the negligence of customer, Plant Concepts, Inc. or others. Customer shall defend all suits and claims arising from or incidental to the work under the agreement without expense or annoyance to Plant Concepts, Inc. or its employees. If wind drifts cover your area a phone call to Plant Concepts, Inc. main office is required so we can plow your property again. Plant Concepts, Inc. is not responsible for minor lawn damage to property resulting from plowing operations. It is Plant Concepts, Inc. policy to stay a minimum of two feet away from all objects during operations.

**SALTING:** Unless otherwise listed salting operations will commence upon slippery conditions as determined by Plant Concepts, Inc. 24/7 from November 15<sup>th</sup> thru April 15<sup>th</sup> annually. Customer understands that salting may not clear the area to "bare pavement" and slippery conditions may continue to exist after salting services have occurred. Customer acknowledges that Plant Concepts, Inc. assumes no liability for this natural occurring condition. During operations and after completion of operations, customer agrees to indemnify and hold harmless Plant Concepts, Inc., its employees, against any and all claims by the customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees arising on account of death or injuries to persons or damage to property arising out of use of or traveling at or onto the property whether or not such claim, damage, injury or death results from the negligence of customer, Plant Concepts, Inc. or others. Customer shall defend all suits and claims arising from or incidental to the work under the agreement without expense or annoyance to Plant Concepts, Inc. or its employees.

**SERVICES AND INSTALLATIONS:** Unless otherwise listed all material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from listed specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above quotation. All elements of this agreement are contingent upon strikes, accidents, or delays beyond our control. The quotation does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

**FUEL SURCHARGE:** If gas prices shall rise above \$4.00 per gallon customer acknowledges and accepts a fuel surcharge on every invoice to cover added expense on customer's property(s) for Company.



4

**Highway Department**  
Commissioner of Public Works – Tim Keef, P.E.

Tim Anderson  
Deputy Highway  
Superintendent

March 16, 2018

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

Re: Authorize Disposal of Equipment

Honorable Members:

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

2003 Ford Dump Truck	Asset #D59025 (HWY)
2004 Kubota Tractor	Asset #33944 (HWY)
Pro Tech 60" V Plow for Kubota Tractor	
1984 Ford Dump Truck	Asset #A47813 (SWR)
2000 Sterling Dump Truck	Asset #G32650 (SWR)

I further recommend that I be authorized to dispose of the equipment through Roy Teitsworth at a municipal auction scheduled for May 12<sup>th</sup> of this year or an on line auction.

Sincerely,

Timothy J. Anderson  
Deputy Highway Superintendent

Cc: S. Zaso  
A. Banker  
M. Hussar  
T. Keef



5a



Town of  
**Brighton**

## **Public Works Department**

Commissioner of Public Works – Tim Keef, P.E.

**Evert Garcia**  
Assistant Engineer

March 16, 2018

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

Re: Town of Brighton Landfill Watermain Extension Project  
444 Browncroft Boulevard  
Contract Award

Dear Councilperson DiPonzio and Committee Members:

The bids for the above referenced project were publicly advertised and publicly opened, all as required by law. Bids were received and opened on February 28, 2018 at 10:00 AM.

Seven utility contractors obtained bidding documents, however, only two contractors submitted bid proposals. Table-1 lists the contractors and their corresponding bid pricing. Villager Construction Inc., whose bid amount is \$230,000.00, is the low bidder.

**Table-1**

Contractor	Bid Price
Villager Construction, Inc.	\$230,000.00
Dakksco Pipeline	\$474,944.00

Town staff reviewed the bids for completeness and accuracy and met with Villager Construction, Inc. to confirm that their bid was complete. Based upon Town staff's review, the low bid submitted by Villager Construction, Inc. is a true representation of the cost to complete the project and the contractor is qualified to complete the works of the Contract.

The bid amount is less than the construction estimate for the project of \$318,438.12. Therefore, I am requesting that FASC recommend that the Town Board award the bid to construct the Watermain Extension at the Town Landfill Facility to the low, responsible and responsive bidder, Villager Construction, Inc. for a bid cost not to exceed \$230,000.00. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price.

Additionally, it was anticipated as part of the Town's capital improvement plan that the consolidated water district would provide funding for this project; therefore I am requesting that a total of \$253,000 be appropriated into account SW.WATRD.8310 2.66 (site development) from fund balance in the Town's consolidated water district.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 20, 2018 meeting in the event that you have any questions regarding this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Evert Garcia". The signature is fluid and cursive, with the first name "Evert" and last name "Garcia" clearly distinguishable.

Evert Garcia  
Assistant Engineer

cc: T. Keef  
M. Guyon  
P. Parker  
S. Zaso  
M. Hussar

**LEGAL NOTICE**  
**SECTION 001113**  
**ADVERTISEMENT FOR BIDS**

The Town of Brighton, Monroe County, New York will receive sealed bids for the improvements to the

**TOWN OF BRIGHTON**  
**LANDFILL WATERMAIN EXTENSION**

Sealed Bids will be received and bids publicly opened and read at the following place and time:

**Place:**  
 Town of Brighton  
 Dept. of Public Works  
 2300 Elmwood Avenue  
 Rochester, New York 14618

**Date:**  
 Thursday, February 15, 2018

**Time:**  
 10 A.M. Local Time

The work consists principally of installing a fire service reduced pressure zone device including enclosure, domestic reduced pressure zone device inside of an existing maintenance building, extending an 8" watermain approximately 1,554 feet and installing two hydrants. The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and Specifications are available for inspection only at the above location.

Copies of the Bidding Documents may be obtained by Prime Contractors, Subcontractors and Vendors, at Rocolite Elliott upon deposit of a non-refundable check in the amount of Twenty-Five (\$25.00) per set. Bid Deposit checks shall be made out to Town of Brighton, include, in addition to the document deposit, a non-refundable check in the amount of Twenty-Five Dollars (\$25.00) per set for handling and postage of sets to be mailed. All checks shall be made payable to Rocolite Elliott. Alternatively, bidders can provide their UPS or FedEx shipper # for shipment of bid documents.

In lieu of paper bid sets, bidders can view electronic plans and specifications online upon a Forty-Five Dollars (\$49.00) nonrefundable payment by visiting [www.recplanroom.com](http://www.recplanroom.com) (Click Public Jobs under the Menu Tab on the left-hand side of the plan room homepage. Once you are in the public plan room please select the link of the Owner's name.)

The Town of Brighton will hold a site walk thru at the Town landfill located at 444 Brownrock Blvd. Bidders should meet at the landfill maintenance building on Tuesday, February 6, 2018 at 10:00 A.M. Local Time which we encourage any and all bidding contractors to attend. Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee for an amount not less than five percent (5%) of the amount bid, in accordance with the INSTRUCTIONS TO BIDDERS.

The Town of Brighton is exempt under New York State Tax law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the bid.

All prices bid shall be good for a period of sixty (60) days after opening. The Town of Brighton reserves the right to consider bids for sixty (60) days after their receipt before awarding any contract. The Town of Brighton further reserves the right to reject any and all bids, and to accept the most favorable to its best interests.

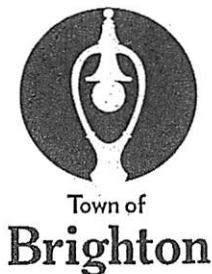
A nonexclusive bidding certificate shall be included with each bid. The attention of the bidder is called to the requirements as to the conditions of employment and the minimum wage rates to be paid under this contract.

The Contractor, by bidding on the contract, acknowledges his or her understanding and support of this policy and pledges to fully cooperate within the Town of Brighton in meeting State requirements as set forth in the Bidding and Contract Documents.

For questions related to this bid, please contact Evert Garcia via phone at 585-784-5222 or via email at [evertgarcia@townofbrighton.org](mailto:evertgarcia@townofbrighton.org).  
 Date: January 18, 2018

**Timothy Keefe, P.E.**  
 Commissioner of Public Works  
 47446

59



Finance Department *lea*

Suzanne Zaso

March 9, 2018

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

RE: Appropriation/Re-Appropriation of Capital Projects Budgets

Dear Board Members:

As part of our annual accounting for capital projects, I am requesting Town Board authorization of the Finance Department to take the following actions with regards to ongoing capital projects initiated in years prior to 2018 as detailed on the attached capital projects spreadsheet:

- To re-appropriate the balances of estimates for all unrealized revenues and all unexpended, unencumbered appropriations relating to ongoing capital projects initiated in years prior to 2018, and
- To authorize the appropriation of, and the transfer of cash provided for, cash capital contributions adopted as part of the 2018 budget, and
- To appropriate into each capital project budget any interest earned on project monies through 12/31/2017, thereby providing additional spending authorization and excluding interest earned on borrowed funds (that have been properly transferred to the Debt Service Fund), and
- To direct and empower the Director of Finance to make any and all necessary accounting entries to implement the Town Board's intended actions with regard to this matter.

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,

Suzanne Zaso

66

TOWN OF BRIGHTON			
2018 CAPITAL PROJECT BUDGETS			
Re-Appropriation of Prior-Year Open Capital Projects			
		Budgeted	Budgeted
Capital Project Description	Budget Code	Expenses	Revenues
Assessment Reval Update			
Transfer from General Fund	H.REVAL.UPD18 5010		\$51,500.00
Inter-Departmental Charges (wages from Assessor's Office staff)	H.REVAL.UPD18 4.03	\$48,500.00	
Other Contracted Services	H.REVAL.UPD18 4.49	\$564.50	
Travel Expenses	H.REVAL.UPD18 4.73	\$1,500.00	
Postage Charges	H.REVAL.UPD18 4.81	\$8,952.47	
Misc. Expenses	H.REVAL.UPD18 4.89	\$4,203.13	
Misc. Expenses (appropriate interest earned in prior year)	H.REVAL.UPD18 4.89	\$68.41	
Monroe Avenue Green Street Project (MAGSP/MAGS)			
New York State Aid GIGP Grant	H.GIGP.MAGSP.3992		\$413,122.19
Drain Infrastructure	H.GIGP.MAGSP.2.81	\$150,185.09	
Drain Infrastructure (appropriate interest earned in prior year)	H.GIGP.MAGSP.2.81	\$268.10	
Dept. Charges - Highway	H.GIGP.MAGSP.4.01	\$100,000.00	
Farmers Market Building (FMRKT/FMKT)			
NYS Parks Grant	H.PARKS.FMRKT 3895		\$70,757.41
Highland Crossing Trail Project			
Intergovernmental Fees (City of Rochester)	H.PARKS.TPTRL 2389		\$25,469.96
Federal Aid	H.PARKS.TPTRL 4585		\$172,459.56
Easement/Right-of-Way	H.PARKS.TPTRL.2.69	\$190,000.00	
Engineering Fees	H.PARKS.TPTRL.4.52	\$10,755.67	
Engineering Fees (appropriate Interest earned in prior year)	H.PARKS.TPTRL.4.52	\$194.49	
Public Safety Wing HVAC			
Building Improvements	H.PSFTY.HVAC 2.63	\$14,571.57	
Operations Center HVAC			
Building Improvements	H.DPWOP.HVAC 2.63	\$44,486.28	
Operations Center Storage Building Siding			
Building Improvements	H.DPWOP.SIDE 2.63	\$12,152.58	
Susquehanna/Northumberland Drainage Project			
Drainage Materials	H.DRAIN.SUSQU 4.05	\$6,375.99	
Highway Loader Purchase - 2017			
Transfer to Debt Service Fund	H.LOAD.LDR17 9.20	\$3,035.74	
Blossom Rd Sewer Valve			
Sewer Constuction/Repairs	H.SEWER.BLOSM 2.80	\$305,000.00	
Engineering Fees	H.SEWER.BLOSM 4.52	\$1,422.59	
Highway Tractor Purchase - 2017			
Transfer to Debt Service Fund	H.TRACT.TR17 9.20	\$249.88	
Highway Dump Truck Purchase - 2017			
Transfer to Debt Service Fund	H.TRUCK.DMP17 9.20	\$1,662.63	
Parks Pickup Truck Purchase - 2017			
Transfer to Debt Service Fund	H.TRUCK.PKU17 9.20	\$157.65	
Sewer Dump Truck Purchase - 2017			
Transfer to Debt Service Fund	H.TRUCK.SWR17 9.20	\$3,243.21	
Highway Small Dump Truck Purchase - 2017			
Transfer to Debt Service Fund	H.TRUCK.TRK17 9.20	\$627.13	