

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

Meeting Date: Wednesday, September 20, 2023 (8:30 a.m.)

Location: Auditorium, Brighton Town Hall

1. Approval of Minutes – Receive and file meeting minutes from Sept 6, 2023.
2. Request for the Town Board to authorize the Town Supervisor to accept a NYS Grant from the NYS Office of Children and Family Services Workforce Retention program supporting the Recreation Department's Afterschool Program (Recreation) – Request from Rebecca Cotter for Town Board action to authorize the Town Supervisor to accept the above titled grant for the purpose of the retention and recruitment of afterschool program staff and authorize the necessary budget amendments as needed when grant funds are received which will total \$21,904.00(see letter from R Cotter).
3. Request for the Town Board to review the Income Limits for the Limited Income Senior and Disability Exemption as New York State has changed program definitions (Assessor) – Request from Pamela Post for the Town Board to review the Limited Income program and provide direction while the Town has the option to set limits for the 2024 year (see letter from P Post).
4. Request for the Town Board to approve the disposal of equipment from the DPW, Sewer and Highway Departments that are no longer needed to support departmental operations (Public Works) – Request from Steve Zimmer for the Town Board to approve the disposal of unneeded equipment including the DPW's 2010 Ford Focus, the Sewer's 2000 Trailer #120 and the Highway's 1989 Case Excavator (see letter from S Zimmer).
5. Request for the Town Board to approve the disposal of equipment from the Police Department that is no longer needed to support departmental operations (Police) – Request from Chief Catholdi for the Town Board to approve the disposal of unneeded equipment which is the 2011 Chevy Caprice and is end-of-life needing of costly repair (see letter from C Catholdi).
6. Request for the Town Board to approve the disposal of equipment from the Parks Department that is no longer needed to support departmental operations (Parks) – Request from Matt Beeman for the Town Board to approve the disposal of unneeded equipment which is a 2004 Chevy Tahoe that is no longer usable (see letter from M Beeman).
7. Request for the Town Board to authorize the Town Supervisor to enter into an agreement with Ravi Engineering & Land Surveying to conduct a structural evaluation on the Milk Barn and Salt Shed (Public Works) – Request from Brendan Ryan for the Town Board to authorize the Town Supervisor to enter into an agreement with Ravi Engineering & Land Surveying, not to exceed \$1,000, for the purpose of evaluating the condition of the Milk Barn and Salt Shed structures and recommending possible repairs (see letter from B Ryan).

8. Request for the Town Board to authorize the Town Supervisor to enter into an agreement with Wise Home Energy to install an air source heat pump system at Carmen Park Lodge at their winning quote of \$19,699 (Public Works) – Request from Brendan Ryan for the Town Board to authorize the Town Supervisor to enter into an agreement with Wise Home Energy, which will be partially paid for by the \$10,000 NYSERDA grant, to install the heat pump system and also add insulation as recommended through energy modeling and authorize the Finance Department to make any necessary budget amendments to proceed with this project with a final cost of \$9,699 (see letter from B Ryan).
9. Request for the Town Board to accept a \$5,000 Clean Energy Communities (CEC) grant for the purpose of leveraging other green energy incentives to install solar photovoltaics on Carmen Clark Lodge (Public Works) – Request from Brendan Ryan for the Town Board to accept the CEC grant in the amount of \$5,000 and use the NY-SUN incentive of approximately \$2,800 with a 30% Inflation Reduction Act direct pay benefit so that solar photovoltaics can be installed at Carmen Clark Lodge for a final cost of \$10,211 which would help reduce utility costs by 80% and authorize the Finance department to make necessary amendments to proceed with this project (see letter from B Ryan).
10. Request for the Town Board to authorize the Town Supervisor to enter into an agreement with the County of Monroe to accept STOP-DWI funding (Police) – Request from Chief Catholdi for the Town Board to authorize the Town Supervisor to enter into STOP-DWI agreements with the County of Monroe for the 2023 High Visibility Campaign for \$4,614.81 and 2024 Enhanced Enforcement for \$8,049 and accept any additional STOP-DWI funding between October 1, 2023 and September 30, 2024 (see letter from C Catholdi).

EXECUTIVE SESSION – Discuss employment of a particular person

11. Presentation of the Tentative 2024 Operating and Capital Budgets (E Johnson, Director of Finance)

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, OCTOBER 4, 2023, at 8:30 a.m.
in the AUDITORIUM of the Brighton Town Hall.
All members of the public are invited to attend FASC meetings.**

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



Recreation Department

Rebecca Cotter
Recreation Director

September 15, 2023

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

RE: OCFS Workforce Retention Grant

I respectfully request your permission to authorize Supervisor Moehle to accept grant money from NYS Office of Children and Family Services Workforce Retention Grant in the amount of \$21,904.00 in support of the Recreation Department Afterschool Program. I further request the authorization of any necessary budget amendments as needed due to the award of this grant.

Dispersal of these grant monies will be used for Afterschool Program Staff Retention, Payroll Tax Assistance, and Staff Recruitment throughout the course of 2023/2024.

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

Thank you for your consideration,

Rebecca J. Cotter

Rebecca J. Cotter
Recreation Director
Town of Brighton



Assessor's Office

Pamela Post
Town Assessor

September 14, 2023

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

Re: Income Limits for the Limited Income Senior Citizen and Disability Exemption

Dear Honorable Members:

NYS has made more changes to the limited income senior citizens exemption and the exemption for persons with disabilities. Beginning with **2024** the definition of income has been simplified. Last year, we were required to do a “deep dive” assessment of people’s financial resources. This year, the new law changes it to more of a “shallow dive” requirement.

The starting point for the “new” income calculation is the Federal Adjusted Gross Income (line 11 on the 1040 form) with tax exempt interest and dividends (Line 2a) and full social security (Line 6a) benefits added in. IRA distributions (line 4B) and the taxable social security (line 6b) will be subtracted.

Last year, growth over the year of all IRA and retirement accounts including 401K, annuities, veterans benefits, pensions etc. counted as income. Also, any losses were 0, and not counted.

This year, we don’t look at any retirement growth, and we don’t count any distributions. Losses (from schedule 1) are now subtracted up to \$15,000.

Last year, we denied approximately 100 applications because the income was too high. Most of those will qualify this year.

Last year, by raising the income limits from \$37,400 to \$58,400, we added 165 new exemptions.

2022 – 186 Senior Exemptions totaling \$11,525,370

2023 – 351 Senior Exemptions totaling \$19,721,410.

Added - +\$8,196,040 in exemptions

2024? : 451 Senior Exemptions totaling \$24,000,000 (Estimate is obviously a rough prediction. Actual numbers will depend upon several variables out of our control (income, sales, deaths, birthdays).



Assessor's Office

Pamela Post
Town Assessor

To limit the impact, the Town of Brighton can change our income limits for 2024 if we want to. We can set the limits anywhere between \$0 - \$58,400. The sliding scale is still in effect.

I wanted to revisit this to make you aware of the changes and to answer any questions or concerns you may have regarding this matter.

Respectfully Submitted,

Pamela Post

Town of Brighton Assessor



Highway Department

Commissioner of Public Works – Evert Garcia, P.E.

Steve Zimmer
Deputy Commissioner of Public Works

September 12, 2023

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

Re: Authorize Disposal of Equipment

Dear Chairman DiPonzio and Committee Members,

I recommend the disposal of certain DPW, Sewer, and Highway Department equipment as listed below. The items listed are no longer needed or able to support departmental operations.

DPW 2010 Ford Focus	Asset #227068	VIN# 1FAHP3FN6AW227068
Sewer 2000 Open Trailer #120	Asset #012357	VIN# 457CAOF9441012357
Highway 1989 Case 1085B Excavator	Asset #010450	VIN# JAK0032067

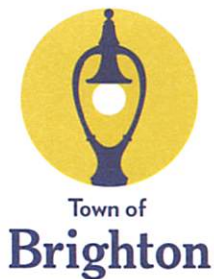
Various small equipment items, like saws, blowers, weed whackers, etc. (less than \$1000ea original purchase price)

I further recommend that I be authorized to dispose of the above equipment through an online or in person auction or through Enterprise Fleet.

Sincerely,

Steve Zimmer
Deputy Commissioner of Public Works
Town of Brighton

cc: B. Monroe
E. Johnson
E. Garcia
A. Banker



Brighton Police Department

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



David Catholdi
Chief of Police

September 13, 2023

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

RE: Vehicle Surplus

Dear Board Members:

I am requesting permission to declare the 2011 Chevrolet Caprice police vehicle as surplus and prepare it for auction. The VIN# is 6G1MK5T23BL536198 and the control number is 106. The vehicle has 105,807 miles. It is in need of a costly repair to the exhaust system and is at the end of its life as a police fleet vehicle.

The auction will be held in October 2023, and I request that the vehicle listed below be declared surplus. The vehicle listed has been determined to be in need of replacement.

Control#	Year	Make	Vin#
106	2011	Chevrolet Caprice	6G1MK5T23BL536198

With your declaration, the Police Department will make the arrangements necessary to prepare and transport the vehicle to the auction site. Thank you for your consideration and I would be happy to answer any questions you may have regarding this request.

Respectfully,

David Catholdi
Chief of Police

CDC:JP



Parks Department

Matthew Beeman
Superintendent of Parks

September 18, 2023

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

Dear Finance Committee Members:

I respectfully recommend that the following department vehicle be declared surplus to our needs:

2004 Chevy Tahoe
Asset# 258711
VIN# 1GNEK13Z64J258711

This vehicle has outlasted its useful life expectancy for the department and is no longer safe to drive.

I further recommend that I be authorized to dispose of the above equipment at the 2023 fall municipal in person and/or online auction.

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

Sincerely,

Matt Beeman
Superintendent of Parks

Cc: Earl Johnson, Bridget Monroe, Amy Banker



Public Works Department

Commissioner of Public Works – Evert Garcia, P.E.

Brendan Ryan
Assistant Engineer

September 18, 2023

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

Re: Milk Barn and Salt Shed Evaluation

Dear Councilperson DiPonzio and Committee Members:

The Winter Farm Market site is approaching completion and its slated opening to the public. There are the remains of the old milk barn on the property, and the Department of Public Works wishes to have a structural evaluation completed on it before the site opens. Additionally, the salt shed at the Town of Brighton Highway Department is in need of a structural evaluation due to age and signs of damage.

Town staff has obtained a proposal from Ravi Engineering & Land Surveying to conduct a structural evaluation on these two buildings, for a lump sum fee not to exceed \$1,000. The consultant would provide the Town with a letter on the conditions of the building and recommendations for further study or possible repairs. Town staff is requesting authorization for the Town Supervisor to enter into an agreement with Ravi Engineering & Land Surveying to complete this evaluation, and for the Finance Department to make any necessary amendments to the budget to proceed with this project.

I will be in attendance at your scheduled September 20, 2023 meeting in the event that you have any questions related to this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Brendan Ryan
Department of Public Works

Cc: Earl Johnson
Evert Garcia, P.E.

August 11, 2023

Evert Garcia, P.E.
Superintendent of Highways, Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618
evert.garcia@townofbrighton.org

Reference: Town of Brighton – Structural Review of Buckland Park Milk Barn and Town’s Salt Storage Barn

Dear Mr. Garcia:

Ravi Engineering & Land Surveying, P.C. is pleased to offer you our cost proposal for the above referenced review. We are an experienced, responsive, and flexible consulting engineering firm and NYS-certified MBE, dedicated to your success. We propose the following fee based on the Scope of Services outlined in the Request for Proposal:

NTE Fee for Structural Review of Milk Barn and Salt Barn.....\$1000.00

Reimbursable expenses that include plotting, printing, express mail, and travel expenses will be billed at cost.



Scope of Services

- Perform a visual inspection of each buildings structure and assess overall condition in their current state.
- Provide recommendations (in a letter) as to further investigation and/or possible repairs.

Assumptions and Exclusions

- One design site visit is included in this proposal.
- Town will provide all necessary available information (building plans, maintenance history, future plans, etc).
- No destructive testing will be performed.

ACCEPTANCE

This proposal and the attached Statement of Terms and Conditions, dated August 11, 2023, is intended to represent the entire contractual relationship between the Town and Ravi Engineering & L.S., P.C. with respect to this project. If the Town concurs with and accepts the provisions of this proposal, please have an authorized representative sign in the space provided and this proposal and the attached Statement of Terms and Conditions shall become an executed contract. Receipt of a signed copy of this proposal shall constitute Ravi Engineering & L.S., P.C.'s Authorization to Proceed with the work. Hard copies of this proposal will be provided upon request.

Thank you for the opportunity to provide your project with professional engineering design services. If you have any questions or need additional information, please call me at 585-752-7585.

Sincerely,

RAVI ENGINEERING & LAND SURVEYING, P.C.



Rick Papaj, PE
Transportation Group Manager
Phone: (585) 752-7585
Fax: (585) 697-1764
rpapaj@ravieng.com

I agree with this proposal, have read and accept the Professional Services Terms and Conditions, and authorize Ravi Engineering & Land Surveying, P.C., to proceed with the work outlined in the proposal.

By: _____ Date: _____

Title: _____

STATEMENT OF TERMS AND CONDITIONS

The terms and conditions set forth herein are incorporated, by reference, in the Proposal for Services dated August 11, 2023, directed to (the "Client"). Ravi Engineering & Land Surveying, P.C. of Rochester, New York (RE&LS) and Client agree as follows:

Section 1. Services.

RE&LS shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. RE&LS's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose.

RE&LS at times makes decisions based upon judgments acquired as a result of past experience and expertise in the field, rather than scientific certainties which may not be available. Client acknowledges this and accepts RE&LS's work product based upon said judgments when only limited data is available to RE&LS.

Section 2. Retainer.

Upon acceptance of this contract by the Client to provide professional surveying services, a retainer of \$ 0 will be required to initiate the project. This amount will be credited against the final project invoice.

Section 3. Billing and Payment.

The client will pay RE&LS for services performed in accordance with the rates and charges set forth in the Proposal. The Client shall bill the owner for professional services at appropriate stages in the progress of the work and shall include invoices from RE&LS which have been received prior to each billing. The client will make payment to RE&LS within 10 days of receipt of payment from the owner. Invoices for RE&LS's services will be submitted on a monthly basis. In case of delayed or non-payment by the owner, the Client shall take all appropriate action to expedite payment to RE&LS upon completion of such action. Client shall notify the Owner that all Invoice balances remaining unpaid for forty (40) days after the invoice date will bear interest from the invoice date at 1.5 percent per month or at the maximum lawful interest rate if such lawful rate is less than 1.5 percent per month.

Section 4. Limitation of Liability.

It is agreed by the Client that RE&LS shall only be liable for, and RE&LS's monetary exposure shall be limited to a maximum of the net fee received by RE&LS, not including reimbursable expenses and sub-consultants for all services rendered on the project.

Section 5. Sub-consultants & Subcontractors.

RE&LS, with the Client's approval, will engage firms to produce such services as soil borings, laboratory testing, and engineering services for which RE&LS does not have the necessary capacity in house. We would prefer that the Client contract for these services directly, but if not RE&LS cannot undertake to guarantee or be responsible for their performance or the accuracy of their results.

Section 6. Construction Observation Services; Duties.

General

RE&LS, upon Client's written request, will provide personnel to observe and report to Client on specific aspects or phases of the Client's project construction. RE&LS's Observation Services do not include any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. Client shall notify each contractor or subcontractor that RE&LS's observation services do not include supervision or direction of the work and that neither the presence of RE&LS's field representative nor the services of observation and testing by Company, shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor's or subcontractor's work. RE&LS will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery, equipment, safety precautions, or procedures.

Construction Site Safety

RE&LS, by entering into an agreement with Client or by performing construction stakeout services, does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity present on the Site to comply with the Occupational Safety and Health Act (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulation, or ordinance of similar import or intent.

Section 7. Documents.

All reports, drawings, digital terrain models, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by RE&LS as instruments of Service, shall remain the sole property of RE&LS. All reports and other work prepared by RE&LS for Client shall be utilized solely for the intended purposes and Site described in the Proposal. RE&LS will retain all pertinent documents for a period of three (3) years following the submission of RE&LS's material to the Client. Such documents will be available to Client upon request at RE&LS's office during office hours on reasonable notice, and copies will be furnished by RE&LS to Client for the total cost of reproduction of the same.

Section 8. Client's Duty to Notify RE&LS of Hazards.

Client represents and warrants that it will provide RE&LS with any and all information known to or suspected by Client with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos.

If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, RE&LS shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of RE&LS's written notice of intent to terminate, unless RE&LS and Client agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and RE&LS not having reached a new, mutually satisfactory, revision of their agreement.

Section 9. Stamp Only After Payment.

RE&LS will not stamp drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

Section 10. Contract Validity.

This contract is valid only if signed within 120 days of the date of the attached proposal unless officially extended by both parties.

Section 11. Firm Publicity.

RE&LS has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the client agrees to provide reasonable access to the facility.



Public Works Department

Commissioner of Public Works – Evert Garcia, P.E.

Brendan Ryan
Assistant Engineer

September 15, 2023

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

Re: Clean Energy Community Grant Application Request

Dear Councilperson DiPonzio and Committee Members:

The Town of Brighton is a participant in the Clean Energy Communities Program administered by the New York State Energy Research & Development Authority (NYSERDA). This program awards points to municipalities for the completion of various tasks relating to clean energy programs. At certain thresholds of total points, municipalities become eligible to apply for grant funding to complete sustainable energy-related projects. The first of these thresholds is 3,000 points, which qualifies municipalities under 40,000 residents for a \$10,000 grant. The Town of Brighton recently reached this level with the successful completion of the Clean Heating & Cooling MiniCampaign.

Previously, Town staff and the Sustainability Oversight Committee identified a priority project to use this money to install an air source heat pump system in Carmen Clark Lodge in Brighton Town Park. The Lodge does not have any cooling system and is heated with a very old oil-fired furnace that is near the end of its life. FASC previously granted approval to staff to apply for the grant from NYSERDA for this project, and the application for that \$10,000 grant has been approved. Town staff sought three quotes for the project, with Wise Home Energy providing the lowest quote. Town staff was advised after energy modeling was completed that some additional insulation work would need to be completed on the basement of the building in order to ensure proper operation and qualify for the NYS Clean Heat incentives. This raises the final quoted cost higher than the initial cost estimates, to \$19,699, with the other quotes being from Isaac Heating & AC for \$20,600 and Betlem for \$21,379. The addition of this insulation does add some cost to the project but will allow for further increased energy savings and greenhouse gas reductions in perpetuity, as well as extend the life of the heat pump that is installed. After the \$10,000 Clean Energy Communities grant, the net cost will be \$9,699. Together with the solar proposal for this lodge, nearly 80% energy cost savings (approximately \$4,500/year) are projected. Town staff is requesting authorization for the Town Supervisor to enter into an agreement with Wise Home Energy to complete this work and for the Finance Department to make any necessary amendments to the budget to proceed with this project.

I will be in attendance at your scheduled September 20, 2023 meeting in the event that you have any questions related to this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Brendan Ryan
Department of Public Works

2300 Elmwood Avenue Rochester, New York 14618 www.townofbrighton.org
Brendan.Ryan@townofbrighton.org 585-784-5253

Wise Home Energy
1197 Mount Read Blvd
Rochester, NY 14606



PROPOSAL

Presented to:
Brendan Ryan
2300 Elmwood Ave
Rochester, NY 14618

Job # 7914
Job Name Oil to Heat Pump
Conversion Park
Building
Proposal # P-7914-1
Technician Ryan Puckett
Issue Date Mar 03 2023

Customer Contact:
M: (585) 784-5253
E: brendan.ryan@townofbrighton.org

Service Location:
2300 Elmwood Ave
Rochester, NY 14618

Your Price: \$23,060.00

Description	Qty	Price
Daikin SkyAir Centrally Ducted 3.5 Ton [RZQ42/FTQ42] Furnish and install a Daikin SkyAir Series - cold climate centrally ducted Air Source Heat Pump. MO# RZQ42/FTQ42 Includes standard Daikin Madoka controller unless otherwise specified. Includes new return duct and plenum transitions Includes 10kW electric aux strip heat. Outdoor unit to be located on ground stand to elevate above snow line - Town to pour concrete pad 30" deep x 48" wide min. Town to remove existing furnace and oil tank prior to install. 1 year labor, 5 year limited parts warranty. AHRI - 202515466, COP @5°- 2.30, HSPF - 9.0, Heating Max BTU at 5° - 42,021	1	\$17,800.00
Rim Joist 2" Spray Foam Install low global warming potential closed cell spray foam insulation along rim joist at 2". (R14)	220	\$1,980.00
Crawl wall 2" Spray Foam Install low global warming potential closed cell spray foam insulation to basement walls at nominal 2". (R14) Install in-tumescent paint for fire code compliance to cover foam.	660	\$5,280.00
Client Discount A wise client discount - Off the cost of crawl space wall spray foam.	1	\$-2,000.00

Retail Price	\$25,060.00
Discounts	(-2,000.00)
Your Price	\$23,060.00
Additional Rebates	\$3,361.00
Your Total Cost	\$19,699.00

Review and Sign

Proposal Notes:

Final adjustments to detailed description may be required. -RP

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Rebates:

<i>Name</i>	<i>Description</i>	<i>Amount</i>
NYS Clean Heat	Anticipated NYS Clean Heat Rebate	3,361.00



Public Works Department

Commissioner of Public Works – Evert Garcia, P.E.

Brendan Ryan
Assistant Engineer

September 15, 2023

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

Re: Clean Energy Community Grant Application Request

Dear Councilperson DiPonzio and Committee Members:

The Town of Brighton is a participant in the Clean Energy Communities Program administered by the New York State Energy Research & Development Authority (NYSERDA). Certain actions qualify municipalities for grants through this program, and the Town of Brighton recently was awarded \$5,000 for the successful completion of the Clean Heating & Cooling Mini-Campaign.

Town staff and the Sustainability Oversight Committee identified a priority project to use this money to help cover the cost of installing solar photovoltaics on Carmen Clark Lodge in Brighton Town Park. A separate project at the Lodge is seeking to install an air source heat pump system for heating and AC. After early discussions, it was determined that Town staff would seek proposals for a solar system that would cover roughly half of the building's projected energy usage with the inclusion of the heat pump. Together, these projects would result in cutting greenhouse gas emissions by over 50% as well as nearly 80% reduction in utility costs (approximately \$4,500/year savings). FASC previously granted approval to staff to apply for the \$5,000 grant from NYSERDA for this project, and the application has been approved. This proposed system would be eligible for NYSERDA NY-SUN incentive of approximately \$2,800 which is paid to contractors and included in quotes. Additionally, this project would qualify for a federal direct pay Inflation Reduction Act benefit of 30% of the project cost. Town staff sought three quotes for the project, with ACES Energy providing the lowest quote of \$21,730 making the final cost \$15,211 after the federal incentive payment. The other quotes were \$31,460 from Greenspark (\$21,022 after federal incentive) and \$36,958.68 from Solar Liberty (\$25,020.58 after federal incentive). After the \$5,000 Clean Energy Communities grant, the net cost will be \$10,211. Town staff is requesting authorization to accept the \$5,000 grant, and for the Town Supervisor to enter into an agreement with ACES Energy to complete this work and for the Finance Department to make any necessary amendments to the budget to proceed with this project.

I will be in attendance at your scheduled September 20, 2023 meeting in the event that you have any questions related to this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Brendan Ryan
Department of Public Works



PROPOSAL FOR 8.2 KW

SOLAR PROJECT

Roof Mount Array

On Grid ONLY - No Battery Storage

Prepared By:

ACES-Energy
7288 Rush Lima Rd
585-905-8832
Zack@aces-energy.com



Generated Date: July 28th, 2023

Solar Details



System Size

8.2 kW DC

Panels

SIL-410 BG

Inverters

DS3-L

Estimated First Year Production

17,900 kWh AC

Estimated "Pay-Back" Period

~9.5 Years

Array details

Panel: SIL-410 BG

Quantity: 20

Watts: 410

Azimuth: 203° (SW)

Tilt: 18°

Mounting: flush

Quoted price assumes above panel configuration which is also subject to zoning approval.

Pricing

	Price	Discounts & Rebates	Total Price
Base Price for Solar Based on a 8.2 kW installation	\$24,600.00 \$3.00/watt		
NYSERDA - NY SUN Incentive - Commercial 1 x -\$2,870.00		-\$2,870.00	
Contract / Customer Price	\$24,600.00	-\$2,870.00	<u>\$21,730.00</u>
*Federal Tax Credit Residential Renewable Energy Tax Credit - 30%		-\$6,519.00	
*Cost after Rebates & Incentives	\$24,600.00	-\$9,389.00	<u>\$15,211.00</u>

*Note: Please consult your tax professional to confirm eligibility.
Customer Claims on personal income taxes and payment is not guaranteed by ACES-Energy.

Utility company basic service/meter charge and the Customer Benefit Contribution (CBC) Charges apply to on grid solar systems.

Month-by-Month Expected Production

Month (2024)	Solar Production AC (kWh)
Jan	404.35
Feb	594.89
Mar	868.32
Apr	973.79
May	1,207.78
Jun	1,156.03
Jul	1,203.4
Aug	1,122.67
Sep	936.49
Oct	637.56
Nov	460.23
Dec	379.14
Total	9,944.7 kWh

Solar Production values shown on this chart are an Estimate.

Estimated production assumes equipment is maintained and free from damage or other impediments.

Production expected to degrade less than 18% over 30 years.

Materials & Specifications

Material	Description	Quantity
Panel	SIL-410 BG (410 Watts)	20
Inverter	DS3-L	10



INDUSTRY LEADING WARRANTY

All our products include an industry leading 25-year product workmanship and 30-year performance warranty.

35+ YEARS OF SOLAR INNOVATION

Leveraging over 35+ years of worldwide experience in the solar industry, Silfab is dedicated to superior manufacturing processes and innovations such as Bifacial and Back Contact technologies, to ensure our partners have the latest in solar innovation.

NORTH AMERICAN QUALITY

Silfab is the largest and most automated solar manufacturer in North America. Utilizing premium quality materials and strict quality control management to deliver the highest efficiency, premium quality PV modules 100% made in North America.



Leading the Industry in
Solar MicroInverter Technology



DS3 Series

The most powerful Dual Microinverter

- One microinverter connects to two solar modules
- Max output power reaching 640VA, 768VA or 880VA
- Two independent input channels (MPPT)
- CA Rule 21 (UL 1741 SA) compliant
- NEC 2020 690.12 Rapid Shutdown Compliant
- Encrypted Wireless ZigBee Communication
- Phase Monitored and Phase Balanced

Project Timeline

Step	Details	Charge
Site Assessment	Complete Site Evaluation & Final Measurements	
Contract Signature	File opening and centralizing all information	\$6,519.00 (30%)
Permits and Applications	Completing paperwork for incentives and regulatory steps	
Installation	Delivering Materials to Location, Installation and Wiring	
Inspections & Interconnection	Completion of Required Inspections and Installation of New Meter	\$15,211.00 (70%)
Monitoring	Providing Access to System Performance	

Signature

I hereby agree to move forward with the solar project as described above and agree to the Terms and Conditions below of the contract provided by the installer ACES-Energy joined to this proposal.

Town of Brighton

Date of Signature (MM-DD-YYYY)

Zack Parker. ACES-Energy

Date of Signature (MM-DD-YYYY)

Terms & Conditions

TERMS AND CONDITIONS

1. **Standard of Care.** The standard of care for all services performed or furnished by Company under this Agreement will be the care and skill ordinarily used by members of the Company's profession practicing under similar circumstances at the same time and in the same locality.
2. **Compliance with NYSERDA Requirements.** Company will comply with NYSERDA requirements.
3. **Maintenance and Repairs.** Owner shall, at its own expense, keep the System in good working order and condition and make all necessary adjustments, repairs and replacements thereto, subject only to the limited warranty provided in NYSERDA Standard Terms and Conditions PON-2112. Owner shall not use or permit the System to be used for any purpose for which, in the opinion of manufacturer, the System is not designed or reasonably suitable. Without limiting the generality of the foregoing, Owner may, at its own expense, enter into and maintain in force a contract with the manufacturer or other qualified service organization covering at least prime maintenance of each item of the System.
4. **NYSERDA' S Right to Make Inspection Visits.** Owner agrees that NYSERDA shall have the right to make a reasonable number of site visits to the Owner's Property during and after the installation of the System. Any visits will be at the convenience of the Owner and will be scheduled by NYSERDA. The Company will receive copies of the written reports from NYSERDA summarizing the results of its inspections which are available to the Owner upon request.
5. **Warranty.** Owner agrees that the only warranty provided by Company is the transferable warranty set forth in the NYSERDA NY-Sun Program Manual "System Warranty for Purchase Agreements". Warranty covers 5(five) years of labor excluding damage resulting from fires, floods, storms, electrical malfunctions, accidents and acts of God. The warranty covers the full costs, including labor, repair, and replacement of defective components or systems. Owner also will receive a manufacturer's warranty on solar panel modules, optimizers, inverters and mounting rail system.
6. **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without regard to its principles of choice of law.
7. **Tax Credits.** The Federal and State tax credits are specific to each customer, and as such, Company makes no guarantee as to the eligibility or applicability of the tax credits to the Owner. Check with your tax accountant for specific tax rules, regulations, and eligibility. NYSERDA is not a public utility and as such, the NYSERDA incentive is considered an incentive, not a rebate. Section 136 of the IRS code does not address these incentives. IRS-5695 is the Residential form used; IRS-3468 is the Commercial form.
8. **Production Estimate.** The estimated annual kilowatt-hour (kWh) production is based on many factors including weather, shading, specific site conditions, overall system efficiency, as well as on actual performance of other PV systems in New York State. Due to these complex and uncontrollable variables and varying weather conditions, Company can only give an estimation of System performance. Actual production is expected, but not guaranteed, to remain within 10% of the original rated electrical output during the first 5 (Five) years of operation.
9. **Roof Warranty.** Any and all roof penetrations Company makes for your System will be watertight and covered by the warranty described herein. Further, there is no reason why Company's work would void any existing warranty that may cover the Owner's roof although any such existing warranty(ies) have not been evaluated by Company. Company's work will not correct any preexisting faults or conditions that may exist. Company will repair any damage caused by Company's roof penetrations to Owner's building, belongings, and Property or otherwise shall provide fair compensation to Owner to correct such damage. This Roof Warranty shall be in effect coterminous and in addition to the Warranty described in Section 5 of this Agreement.
10. **Battery Backup.** This System does not include a battery backup system unless included in "Project Specific Terms and Conditions." This system cannot be used as backup power. If utility power is lost, the System goes into standby mode and will not produce power.
11. **Certificate of insurance available upon request.** Company carries \$1,000,000 in general liability insurance and \$1,000,000 in commercial auto insurance.
12. **Payment Terms.** The Payment Schedule in this Agreement provides project milestones, the achievement of which, trigger payments due to Company. These payments are due upon receipt of invoice.
 - a. **Payment.** The Owner shall pay the Company the Customer Contract Price for the purchase of the equipment and the performance of the Work, subject to mutually agreed upon Addendum(s). The Customer Contract Price shall be paid in the agreed upon installments as provided in the Customer Payment Schedule. The Customer Contract Price, as specified on page 1 of this Agreement, represents the full purchase price less the NYSERDA incentive received by Company. Payment installments, as defined, may be a combination of the following milestones and will be dependent upon the agreed upon and approved financing established by the Owner in the executed Agreement.

- i. **Non-refundable Deposit.** In accordance with the Customer Payment Schedule, the Owner shall remit to the Company a non-refundable deposit within three (3) business days of the signing of this Agreement.
- ii. **Equipment Order.** Company shall execute a binding purchase order for solar modules and inverters for the System.
- iii. **Construction Complete.** The System shall be mechanically complete to include the installation of all major components and system commissioning. The System shall be capable of generating electricity but still pending final interconnection approval from the Utility.
- iv. **Final Interconnection.** The Utility will provide final Interconnection Approval to operate the System for its intended use.
- v. **Final Inspection.** All inspections have been completed by Authorities having Jurisdiction (i.e. electrical, town).
- vi. **NYSERDA Incentive.** The incentive will be collected from NYSERDA by Company upon receipt of final interconnection approval from utility.
- vii. **Interest Charges.** If payments remain due and unpaid for a period of 10 business days from the date of receipt of invoice, such payments shall accrue interest from that day forward at a rate of 15% per annum.
- 13. **Code Upgrades.** Contract does not include any costs for building or electrical code upgrades. Some municipalities require a building's smoke and carbon monoxide detectors to be upgraded to the current building code when any new permitted work is done to the building.
- 14. **Addendums.** Any deviation from the work, terms, and equipment spelled out by this contract will require an Addendum to this contract. An Addendum is only valid if approved and signed by both Owner and Company.
- 15. **Structural Assumptions.** This contract assumes all structures on the premises are structurally sound with no deficiencies. Any repairs or upgrades required in order to execute this contract are excluded.
- 16. **Soil Condition.** Total Contract Price assumes that all soils are free of bedrock and large boulders. The presence of such rocky soil conditions will require an Addendum to alter the Customer Contract Price. Any digging or trenching completed on the premises will be backfilled with soil material from the site, piles of excavated dirt shall settle in time ("Rough Grade"), and this contract does not include finished landscaping unless otherwise specified in "Project Specific Terms and Conditions".
- 17. **Your rights under the New York Home Energy Fair Practices Act (HEFPA).** Customer is hereby notified that as a residential customer you may have certain rights under the New York Home Energy Fair Practices Act (HEFPA).
- 18. **Regulatory Changes.** Contractor shall promptly notify Owner of any change in Governing Law subsequent to the Effective Date, that impacts the original intended economic benefits to the parties. Owner and Contractor shall cooperate in good faith and use their best efforts to reform the Agreement in order to share any potential unforeseen costs or savings.
- 19. **Force Majeure Statement.** Neither Owner nor Company will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to: labor disputes; shortages of or inability to obtain labor, energy, raw materials or supplies; war, riots or act of God.

NOTICE OF RIGHT TO CANCEL

Per New York State Law, you may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from above date.

I HEREBY CANCEL THIS TRANSACTION.

(Owner) Signature/Date:

(Company) Signature/Date:

Additional information specific to your solar project:

Client name: Town of Brighton

Address of project: 777 Westfall Rd, Rochester, NY 14620, USA

Solar Panels:

- Manufacturer: Silfab Solar Inc.
- Model: SIL-410 BG
- Watts: 410
- Count: 20

Inverter:

- Name: APsystems - DS3-L
- Efficiency: 97.00%

Panel:

- Name: Silfab Solar Inc. - SIL-410 BG
- Efficiency: 21.40%

Pricing & Payment information:

Discounts:

- | | |
|---|-------------|
| • NYSERDA - NY SUN Incentive - Commercial: 1 x -\$0.35/Watt | -\$2,870.00 |
|---|-------------|

Rebates & Incentives applied to the project:

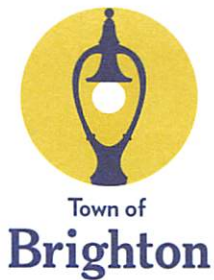
- | | |
|--|-------------|
| • Residential Renewable Energy Tax Credit - 30%: | -\$6,519.00 |
|--|-------------|

Gross price of system	\$21,730.00
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Cost after rebates and incentives:	\$15,211.00
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Project specs:

- | | |
|------------------------------------|--------------|
| • System Size: | 8.2 kW |
| • CEC-AC Rating: | 7.954 kW |
| • Estimated First Year Production: | 9,945 kWh AC |
| • Consumption Offset: | 175% |



Brighton Police Department

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



David Catholdi
Chief of Police

September 11, 2023

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

RE: STOP-DWI Enhanced Enforcement
STOP-DWI High Visibility Engagement Campaign

Dear Board Members:

I hereby request that the Supervisor be authorized to enter into an agreement with the County of Monroe to accept the following funding:

2024 STOP-DWI Enhanced Enforcement	\$8,049.00
2023 STOP-DWI High Visibility Campaign (10/1/23 – 9/30/24)	<u>\$4,614.81</u>
	\$12,663.81

I am also requesting the Supervisor be authorized to accept any additional funds from STOP-DWI due to more funding from the New York State STOP-DWI Foundation, Inc. between the period of October 1, 2023 through September 30, 2024.

Sincerely,

David Catholdi
Chief of Police

C: Earl Johnson
Deputy Chief Michael DeSain
Lieutenant Tim Karch
Mr. John O'Brien

CDC:JP

2024 “Tax Cap” Calculation (Town & Special Districts)

per Chapter 97 of the Laws of 2011

	Calculation Component	Amount		Description
1.	Prior Year Total Tax Levy (2023)	\$21,029,025		Total Levied in 2023 for Town and Special Districts
2.	Tax Base Growth Factor	1.0000	+	Adjustment from NYS (takes into account growth real property base - 0.25%)
3.	PILOTS Receivable in 2023	\$493,400	+	Total Payments-in-lieu of Taxes for 2023
4.	Allowable Levy Growth Factor	1.02	X	Lesser of Inflation or 2% (The State Comptroller's inflation amount was over 2.00%)
5.	PILOTS Receivable in 2024	\$607,305	-	Total Payments-in-lieu of Taxes for 2024
6.	Available Carryover from 2023	\$0	+	Lesser of 2023 Tax Levy Limit minus actual 2023 Levy, or 1.5% of 2023 Tax Levy Limit before Exclusions.
7.	Exclusion – Pension (estimated)	\$ 0	=	Employee Retirement (ERS) and Police & Fire (PFRS) system contribution rates increased over previous yr.
8.	2024 Tax Levy Limit	\$21,345,569		The maximum allowable under the State Tax Cap Law without a Town Board override
9.	Allowable \$ Increase from 2023	\$316,544		Allowable dollar increase in Total Tax Levy
10.	Allowable % Increase from 2023	1.51%		Allowable percentage increase in Total Tax Levy
11.	2024 Town Funds Prelim. Tax Levy	\$17,270,565		Town Funds (General, Highway, Library, Debt Service)
	2024 Special Dist Prelim. Tax Levy	\$ 4,550,660	+	All Special Districts
	TOTAL 2024 Preliminary Tax Levy	\$21,821,225	=	Total Preliminary Tax Levy for all Town Funds
12.	2024 Preliminary Levy % increase	3.77%		Preliminary Budget Tax Levy percentage increase
13.	Dollars over/(under) the tax cap	\$475,656		

Summary of Town Operating Funds and Special Districts

	Authorized Appropriations	Estimated Revenues	Appropriated Fund Bal/Resrv	Amount to be Raised in Taxes
2024 Town Operating Funds	\$30,992,450	\$11,256,285	\$2,376,000	\$17,270,565
2024 Special Districts	\$4,785,815	\$134,655	100,500	\$4,550,660
2024 Total Operating & Special Districts	\$35,778,265	\$11,390,940	\$2,476,500	\$21,821,225
2023 Total Operating & Special Districts	\$34,392,050	\$10,876,425	\$2,486,600	\$21,029,025
Change in Total Tax Levy (\$)	\$1,386,215	\$514,515	(\$10,100)	\$792,200
Change in Total Tax Levy (%)				3.77%

Summary of Town Net Operating Budget

Town Operating Funds	Authorized Appropriations	Estimated Revenues	Appropriated Fund Bal/Res	Amount to be Raised in Taxes
General Fund	\$21,727,290	\$9,646,735	Resrv \$47,000 FB \$1,864,000	\$10,169,555
Highway Fund	\$6,682,405	\$1,523,645	\$375,000	\$4,783,760
Library Fund	\$2,493,155	\$85,905	\$90,000	\$2,317,250
Less Interfund Transfers (HWY)	(\$127,610)	(\$127,610)		
Total NET All Town Funds - 2024	\$30,775,240	\$11,128,675	\$2,376,000	\$17,270,565
Total NET All Town Funds - 2023	\$29,778,005	\$10,791,195	\$2,360,000	\$16,626,810
Change in Operating Tax Levy (\$)	\$997,235	\$337,480	\$16,000	\$643,755
Change in Operating Tax Levy (%)				3.87%
Tax Rate Comparison:	2024 Tentative Town Budget	2023 Adopted Town Budget	Increase in Dollars	Increase As a Percent
Town Taxable Assessed Value	\$3,047,603,646	\$3,050,825,520	(\$3,221,874)	(0.11%)
Tax Rate per \$1,000 of A.V.	\$5.667	\$5.450	\$0.217	3.98%