

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

**Meeting Date: Thursday, February 22, 2024 (8:30 a.m.)**

**Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes from February 7, 2024.
2. Authorize appropriations and transfers for the 2023 budget year end processing and 2024 re-appropriations for grant projects (Finance) – Request from Earl Johnson for Town Board action to approve the list of transfers and appropriations necessary to reflect the actual activity that has occurred relative to the 2023 amended budget. This list may need to be lightly updated prior to the February 28<sup>th</sup> Board Meeting for any additional 2023 claims that will need to be posted to 2023 reported after the FASC meeting (see letter from E. Johnson).
3. Request for Town Board to approve a budget amendment related to the purchase of an Ice Machine at the DPW Operations Center (Highway) – Request from Amy Banker for Town Board action to authorize a \$3,500 budget amendment to replace approximately 15-yr old failed equipment shared by the Highway and Sewer Departments by moving \$2,345 from A.HWY.51324.41 and \$1,155 from SS.SEWER.8120.4.45 to corresponding equipment accounts (see letter from A. Banker).
4. Request for Town Board to approve the Assessor's Department to perform a townwide Revaluation Project (Assessor) – Request from Pamela Post for Town Board action to approve a townwide Revaluation Project starting in 2024 and to be completed in 2025 and which is necessary because the town equalization rate has dropped to 70% for 2023 and is forecasted to be closer to 60% in 2024 (see letter from P. Post).
5. Request for Town Board to authorize the Town Supervisor to enter into an agreement with Arborview for consulting services to provide tree evaluations (Public Works) – Request from Chad Roscoe for Town Board action to authorize the Town Supervisor to sign an agreement with Arborview as the lowest responsible bidder for consulting services not to exceed \$3,000.00 which has already been budgeted under A.DPW.8560.4.49 for the 2024 season with a proposed annual renewal for 2025, 2026 & 2027 with rate increases not to exceed 3.5%. (see letter from C. Roscoe).
6. Request for Town Board to authorize the Town Supervisor to enter into an agreement with Birchcrest Tree & Landscape for the rental of a bucket truck with a qualified operator (Public Works) – Request from Chad Roscoe for Town Board action to authorize the Town Supervisor to sign an agreement with Birchcrest Tree & Landscape as the lowest responsible bidder for rental services not to exceed \$35,942.00 which has already been budgeted under A.DPW.8560.4.43 for the 2024 season. (see letter from C. Roscoe).

7. Request for Town Board to authorize the Town Supervisor to enter into an agreement with Mayer Paint & Hardware for hardware services (Public Works)  
– Request from Chad Roscoe for Town Board action to authorize the Town Supervisor to sign an agreement with Mayer Paint & Hardware as the lowest responsible bidder for hardware services which are 15% discounted from public pricing and includes the option to renew for four additional one-year periods at that same discount with funds budgeted under various departmental budgets. (see letter from C. Roscoe).

**The next regularly scheduled meeting of the FASC will be held on  
WEDNESDAY, MARCH 6, 2024, at 8:30 a.m.  
in the AUDITORIUM of the Brighton Town Hall.  
All members of the public are invited to attend FASC meetings.**

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



Town of  
**Brighton**

## Finance Department

**Earl Johnson**  
Director of Finance

February 19, 2024

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

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

Dear Board Members:

I am requesting Town Board authorization to record the 2023 budget transfers and appropriations and the re-appropriations for the 2024 budget for the approved grant and other projects not yet completed. indicated. These requested transfers and appropriations are necessary to reflect actual activity that has occurred relative to the 2023 amended budget and to re-appropriate unspent committed project funds for grant funded projects.

You will have an itemized list prior to the Board meeting on February 28, 2024. Unfortunately, the finance department is completing our 2023 transactions, and this information is necessary to accurately amend the 2023 budget and move funds to the 2024 budget where appropriate for projects not yet completed. The attached list is inclusive and may be slightly updated for the February 28<sup>th</sup> board meeting.

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

Sincerely,  
**Earl Johnson**  
Earl Johnson  
Director of Finance

			TO	FROM
			Increase	Decrease
<b>Transfers</b>				
<b>General Fund (A)</b>				
<b>Town Assessor</b>				
Town Assessor	A.ASSOR.1355.4.44	Contract Services*	\$7,000	
Town Assessor	A.ASSOR.1355.8.40	Medical/Dental Premiums		\$1,000
DPW - 1490 Public Works Dept	A.DPW.1490.8.10	NYS Retire Contributions		\$6,000
* = Due to employee leave				
<b>Town Attorney</b>				
Town Attorney	A.ATTY.1420.4.53	Attorney Fees*	\$40,000	
Town Attorney	A.ATTY.1420.1.10	Full Time Wages		\$3,000
Town Attorney	A.ATTY.1420.8.10	NYS Retire Contributions		\$11,000
Contingency Account	A.UNDST.1990.4.90	Contingency Account		\$26,000
* = Due to employee retirement				
<b>Town Council</b>				
Town Council (1010)	A.BOARD.1010.4.45	Other Contract Services	\$700	
Town Council (1010)	A.BOARD.1010.8.20	Employer FICA		\$700
<b>Town Clerk</b>				
Town Clerk (1610) Central Services	A.CLERK.1610.4.81	Postage Charges	\$2,000	
Town Clerk (1610) Central Services	A.CLERK.1610.1.20	Part Time Wages		\$2,000
<b>DPW - Public Works Dept</b>				
DPW - Public Works Office	A.DPW.1490.6.50	Principal Pymt Lease	\$1,350	
DPW - Public Works Office	A.DPW.1490.7.50	Interest Pymt Lease		\$550
DPW - Public Works Office	A.DPW.1490.4.10	Books		\$550
DPW - Public Works Office	A.DPW.1490.4.51	Gasoline		\$1,350
<b>DPW - Facilites</b>				
DPW - Facilites	A.DPW.1620.4.33	Property Insurance	\$550	
DPW - Facilites	A.DPW.1620.4.41	Maintenance Repair Service		\$550
<b>Finance Dept</b>				
Finance Office	A.FINCE.1310.1.10	Full Time Wages*	\$3,300	
Finance Office	A.FINCE.1310.1.40	Other Wages*	\$44,000	
Finance Office	A.FINCE.1310.4.49	Other Contract Services*	\$13,200	
Finance Office	A.FINCE.1310.8.40	Medical/Dental Premiums*	\$9,500	
Finance Office	A.FINCE.1310.8.41	Health Savings Account*	\$5,200	
Finance Office	A.FINCE.1310.8.45	Retiree Medical Premiums*	\$8,000	
Finance Office	A.FINCE.1310.8.10	NYS Retirement System		\$1,000
Finance - Independent Audit	A.FINCE.1320.4.56	Accounting/Fiscal Advisor Fee		\$2,200
Police	A.POLCE.3120.8.10	NYS Retirement System		\$40,000
Police	A.POLCE.3120.8.40	Medical/Dental Premiums		\$40,000
* = Due to two employee retirements				
<b>Town Historian</b>				
Town Historian	A.HIST.7510.8.10	NYS Retirement System	\$700	
Historic Preservation	A.HIST.7515.4.52	Engineering Fees		\$700
<b>Highway - Highway/Sewer Facility</b>				
Highway - Highway/Sewer Facility	A.HWY.5132.4.33	Prop/Equip Ins	\$300	
Highway - Highway/Sewer Facility	A.HWY.5132.4.11	Maintenance Supplies		\$300
<b>Highway - Parks - Salaries</b>				
Highway - Parks	A.HWY.7110.4.21	Gas & Elect Charges	\$600	
Highway - Parks	A.HWY.7110.4.11	Maintenance Supplies		\$600

			<b>TO</b>	<b>FROM</b>
<b>Transfers</b>			<u>Increase</u>	<u>Decrease</u>
<b>Information Systems - Salaries</b>				
Information Systems	A.INFO.1680.4.15	Computer Software/Supplies	\$2,000	
Information Systems	A.INFO.1680.8.10	NYS Retirement System		\$1,000
Information Systems	A.INFO.1680.8.40	Medical/Dental Premiums		\$1,000
<b>Town Justices</b>				
Town Justices	A.JSTCE.1110.1.40	Other Wages	\$4,600	
Town Justices	A.JSTCE.1110.4.22	Telephone Services	\$100	
Town Justices	A.JSTCE.1110.4.44	Contract Personnel Service		\$4,700
<b>Parks - Parks Administration</b>				
Parks - Administration	A.PARKS.7021.1.10	Full Time Wages	\$1,000	
Parks - Administration	A.PARKS.7021.1.20	Part Time Wages*	\$9,500	
Parks - Administration	A.PARKS.7021.1.30	Overtime Wages*	\$6,000	
Parks - Administration	A.PARKS.7021.1.40	Other Wages*	\$3,000	
Parks - Administration	A.PARKS.7021.4.22	Telephone Service Charge	\$850	
Parks - Administration	A.PARKS.7021.4.33	Property Insurance	\$250	
Parks - Administration	A.PARKS.7021.8.10	NYS Retirement System*	\$2,500	
Parks - Administration	A.PARKS.7021.8.40	Medical/Dental Premiums*	\$7,400	
Parks - Administration	A.PARKS.7021.8.45	Retiree Medical Premiums*	\$17,500	
Parks - Buckland Park	A.PARKS.7115.1.20	Part Time Wages		\$8,400
Parks - Buckland Park	A.PARKS.7115.4.65	Veh Maint/Repair		\$3,400
Parks - Brighton Town Park	A.PARKS.7120.1.20	Part Time Wages		\$8,400
Parks - Brighton Town Park	A.PARKS.7120.4.61	Gasoline		\$3,000
Parks - Brighton Town Park	A.PARKS.7120.4.65	Veh Maint/Repair		\$2,000
Parks - Meridian Centre Park	A.PARKS.7125.1.20	Part Time Wages		\$16,800
Parks - Meridian Centre Park	A.PARKS.7125.4.11	Maint Supplies		\$1,000
Parks - Meridian Centre Park	A.PARKS.7125.4.41	Maint/Repair Service		\$4,000
Parks - Meridian Centre Park	A.PARKS.7125.4.43	Landscaping Services		\$500
Parks - Meridian Centre Park	A.PARKS.7125.4.65	Vehicle Maint/Repair		\$500
* = Due to two employee allocation changes in Parks				
<b>Buckland Park - Utilities</b>				
Parks - Corbett's Glen	A.PARKS.7122.4.25	Special District Charges	\$10	
Parks - Corbett's Glen	A.PARKS.7122.4.11	Maintenance Supplies		\$10
<b>Frankel Park - Supplies</b>				
Parks (Frankel Park)	A.PARKS.7126.4.25	Special District Charges	\$10	
Parks (Frankel Park)	A.PARKS.7126.4.11	Maintenance Supplies		\$10
<b>Recreation</b>				
Recreation - Senior's Program	A.REC.6772.2.12	Office Furniture	\$250	
Recreation - Senior's Program	A.REC.6772.4.49	Other Contract Services		\$250
<b>Recreation</b>				
Recreation - Recreation Admin	A.REC.7020.4.48	Rental of Office Space	\$6,000	
Recreation - Recreation Admin	A.REC.7020.1.20	Part-Time Wages		\$6,000
<b>Recreation</b>				
Recreation - Celebration	A.REC.7550.4.49	Other Contract Services	\$8,500	
Recreation - Rec Programs	A.REC.7310.4.48	Rental of Office Space		\$8,500
<b>Recreation</b>				
Recreation - Farmer's Market	A.REC.8981.4.22	Telephone Service Charges	\$2,000	
Recreation - Farmer's Market	A.REC.8981.4.49	Other Contract Services	\$3,000	
Recreation - Rec Programs	A.REC.7310.4.48	Rental of Office Space		\$5,000

			<b>TO</b>	<b>FROM</b>
<b>Transfers</b>			<u>Increase</u>	<u>Decrease</u>
<b>Undistributed Expenses</b>				
Association Dues	A.UNDST.1920.4.74	Memberships & Training	\$100	
Judgements & Claims	A.UNDST.1930.4.89	Misc Expenses	\$100	
Credit Card Fees	A.UNDST.1375.4.89	Misc Expenses		\$200

			<b>TO</b>	<b>FROM</b>
<b>Transfers</b>			<u>Increase</u>	<u>Decrease</u>
<b>Highway Fund (D)</b>				
<b>Highway</b>				
HWY- Machinery	D.HWY.5130.6.50	Principal Pymt - Lease	\$3,500	
HWY- Machinery	D.HWY.5130.7.50	Interest Pymt - Lease	\$1,300	
HWY- Machinery	D.HWY.5130.4.62	Diesel Fuel		\$4,800
<b>Highway</b>				
HWY- Highway Admin	D.HWY.5140.1.30	Overtime Wages	\$1,000	
HWY- Highway Admin	D.HWY.5140.4.31	Auto/Truck Insurance	\$4,500	
HWY- Machinery	D.HWY.5130.6.62	Diesel Fuel		\$5,500
<b>Highway</b>				
HWY- Snow & Ice Control	D.HWY.5142.1.10	Full-Time Wages	\$5,250	
HWY- Snow & Ice Control	D.HWY.5142.2.30	Highway Equipment	\$250	
HWY- Snow & Ice Control	D.HWY.5142.4.09	Salts & Abrasives		\$5,500
<b>Highway</b>				
HWY - Employee Benefits	D.HWY.9000.1.40	Other Wages	\$6,500	
HWY - Employee Benefits	D.HWY.9000.8.10	NYS Retirement System		\$6,500
<b>Library Fund (L)</b>				
<b>Library - Brighton Memorial Library</b>				
Brighton Memorial Library	L.LIBRY.7410.4.33	Property Insurance	\$100	
Brighton Memorial Library	L.LIBRY.7410.1.20	Part Time Wages		\$100
<b>Sewer Fund (SS)</b>				
<b>Consolidated Sewer District</b>				
Sewer Operations	SS.SEWER.8120.4.31	Auto/Truck Insurance	\$1,400	
Sewer Operations	SS.SEWER.8120.6.50	Principal Pymt - Lease	\$5,600	
Sewer Operations	SS.SEWER.8120.4.07	Sewer Repair Materials		\$7,000
<b>Consolidated Sewer District</b>				
Sewer Dist 87A	SS.SEWER.8125.4.25	Special Dist Charges	\$1,100	
Sewer Dist Ext 67	SS.SEWER.8130.4.25	Special Dist Charges	\$50	
Western Dr Area Sewer Dist	SS.SEWER.8135.4.25	Special Dist Charges	\$100	
Sewer Pump Stations	SS.SEWER.8121.4.41	Maint/Repair Service		\$1,250
		<b>Totals:</b>	<b>\$242,270</b>	<b>\$242,270</b>

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

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE
<b>Appropriations</b>				
<b>Sidewalk Snow Removal Districts (SM)</b>				
5421 - Bel-Air Snow Removal	SM.SNOWD.5421 4.46	Snow Removal Services		\$0
5422 - Fairhaven Snow Remvl	SM.SNOWD.5422 4.46	Snow Removal Services		\$0
5423 - Home Acres Snow Rmvl	SM.SNOWD.5423 4.46	Snow Removal Services		\$0
5454 - Meadowbrook Snow Rmvl	SM.SNOWD.5424 4.46	Snow Removal Services		\$0
5425 - Roselawn Snow Remvl	SM.SNOWD.5425 4.46	Snow Removal Services		\$0
5426 - Struckmar Snow Remvl	SM.SNOWD.5426 4.46	Snow Removal Services		\$0
5428 - N. Roselawn Snow Rmvl	SM.SNOWD.5428 4.46	Snow Removal Services		\$0
5429 - Brookside Snow Remvl	SM.SNOWD.5429 4.46	Snow Removal Services		\$0
5430 - Council Rock Snow Rmvl	SM.SNOWD.5430 4.46	Snow Removal Services		\$0
5431 - Pelham Rd Snow Remvl	SM.SNOWD.5431 4.46	Snow Removal Services		\$0
5432 - Grosvenor Rd Snow Remvl	SM.SNOWD.5432 4.46	Snow Removal Services		\$0
5233 - Ambassador Dr Snow Remvl	SM.SNOWD.5433 4.46	Snow Removal Services		\$0
5434 - sandringham Rd Snow Remvl	SM.SNOWD.5434 4.46	Snow Removal Services		\$0
5435 - Reserve Snow Remvl	SM.SNOWD.5435 4.46	Snow Removal Services		\$0
5437 - Clovercrest Snow Remvl	SM.SNOWD.5437 4.46	Snow Removal Services		\$0
5438 - Thackery Rd Snow Remvl	SM.SNOWD.5438 4.46	Snow Removal Services		\$0
5439 - Trevor Court Snow Remvl	SM.SNOWD.5439 4.46	Snow Removal Services		\$0
				\$0
<b>Refuse Districts (SR)</b>				
8250 - Consolidated Refuse District	SR.RFUSD.8250.4.42	Refuse Removal Services		\$0
			\$0	\$750
				\$750

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

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE	
2024 Re-Appropriations					Notes
<b>2023 CDBG Award</b>					
<b>RESOLUTION #10-25-2023-06 NYS AID - ENERGY CONSERVATION RE-APPROPS.</b>				<b>Res04-22-20-02</b>	
<b>PARKS</b>					
Brighton Town Park	A.PARKS.7120.3910	NYS Aid-Energy Cons	\$10,245.00		Inflation Reduction Act Aid
Brighton Town Park	A.PARKS.7120.4.89	Miscellaneous Exp		\$0.00	Roll over \$19,699 PO; \$34,153 PO
<b>RESOLUTION #09-27-2023-02 NYS AID - OCFS GRANT</b>				<b>Res09-27-23-02</b>	
<b>RECREATION</b>					
Recreation Programs	A.REC.7310.3820	NYS Aid-Energy Cons	\$12,000.00		
Recreation Programs	A.REC.7310.1.40	Other Wages		\$12,000.00	
<b>Capital Projects Fund (H)</b>					
<b>Farmer's Market Project</b>					
Farmer's Market Project - Revenue	H.PARKS.FMRKT.3895	NYS Aid - Grant (SAM)	\$450,000.00		Revenue not yet rec'd
Farmer's Market Project - Revenue	H.PARKS.FMRKT.3895	NYS Aid - Grant (CREST)	\$550,000.00		Revenue not yet rec'd
Farmer's Market Project - Expense	H.PARKS.FMRKT.2.63	Building Improvements		\$244,507.76	
Farmer's Market Project - Expense	H.PARKS.FMRKT.4.49	Other Contracted Services		\$75,965.00	\$320,472.76
<b>Highway 2021 (HWY21) Equipment</b>					
Highway 2021 HWY21 Expense	H.TRUCK.HWY21.2.22	Trucks/Vans		\$0.00	
Highway 2021 HWY21 Expense	H.TRUCK.HWY21.2.23	Tractors/Backhoes		\$0.00	Roll over \$177,800.00 PO
<b>Highway 2022 (HWY22) Equipment</b>					
Highway 2022 HWY22 Expense	H.TRUCK.HWY22.2.23	Tractors/Backhoes		\$0.00	Roll over \$316,896.55 PO
<b>Highway 2023 (HWY23) Equipment</b>					
Highway 2023 HWY23 Revenue	H.TRUCK.HWY23.5710	Serial Bonds	\$375,000.00		Revenue not yet rec'd
Highway 2023 HWY23 Expense	H.TRUCK.HWY23.4.53	Attorney Fees		\$7,746.84	
Highway 2023 HWY23 Expense	H.TRUCK.HWY23.4.56	Tractors/Backhoes		\$4,185.00	
Highway 2023 HWY23 Expense	H.TRUCK.HWY23.4.86	Tractors/Backhoes		\$500.00	\$12,431.84
<b>2022 Parkland Project (PRK22)</b>					Roll over \$361,655.40 PO

			TO REVENUE or ANY FUNDS AVAILABLE	TO EXPENSE	
<b>2024 Re-Appropriations</b>					Notes
Parkland Purchase 2022 (PRK22)	H.PARKS.PRK22.9.20	Transfer to Debt Service Fund		\$13,266.09	Re-Appropriate and close in 2024
<b>2022 Town Hall HVAC</b>	<b>RES#01-12-22-03 HVAC</b>				
Town Hall 2022 HVAC	H.THALL.HVAC.5010	Transfer from General Fund	\$0.00		All Revenues Rec'd (\$130,170)
Town Hall 2022 HVAC	H.THALL.HVAC.4.52	Engineering Fees		\$0.00	\$13,510 will be accrued for 2023
<b>East Avenue Sidewalk Project (EASTA)</b>	<b>RES#07-13-22-05 SAM GRANT</b>				
East Avenue Sidewalk Project Revenue	H.SWALK.EASTA.3089	NYS Aid - Other Gen Govt	\$750,000.00		
East Avenue Sidewalk Project Expense	H.SWALK.EASTA.2.65	Sidewalk Const/Repair		\$557,670.00	
East Avenue Sidewalk Project Expense	H.SWALK.EASTA.2.69	Easements/Right-of-Way		\$25,000.00	
East Avenue Sidewalk Project Expense	H.SWALK.EASTA.4.53	Attorney Fees		\$27,480.00	\$610,150.00
					Roll over \$98,333.47 PO
<b>French Road Bridge Project (FRNCH)</b> <b>(Over Allens Creek Road)</b>	<b>RES#08-24-22-03 NYS DOT GRANT</b>				
French Road Bridge Revenue	H.BRIDG.FRNCH.3580	NYS Aid - Road/Bridge DOT Gran	\$708,538.12		
French Road Bridge Expense	H.BRIDG.FRNCH.2.67	Bridge Construction		\$645,565.00	Roll over \$84,153.70 PO
Exclude all encumbrances which will roll over to 2024					
Only uncollected revenues and non-encumbered (no PO) expenses					
To add in 2024: Highway 2024 (3 Vehicles); Town Hall Design					
			\$3,067,338.73	\$1,711,824.91	
				\$4,779,163.64	



To: Honorable Finance Committee  
From: Amy Banker  
Date: February 15, 2024  
Re: Budget Transfer

I am requesting that \$2,345 be transferred from A.HWY.5132 4.41(maintenance/repair service) to A.HWY.5132 2.11 (office equipment) and \$1,155 from SS.SEWER.8120 4.45 (equipment rental) to SS.SEWER.8120 2.11 (office equipment).

Funds are needed to replace the Ice Machine in the Breakroom at the DPW Operations Center. This is an unexpected purchase and was not originally budgeted. Purchase will be made off NYS Contract.

I can answer any questions if needed.

*Amy Banker*

Amy Banker  
Accountant

Cc: S. Zimmer  
J. Sprague  
B. Monroe  
E. Johnson



Town of  
**Brighton**

# Assessor's Office

Pamela Post  
Town Assessor

February 15, 2024

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

## **RE: Assessor's Request for approval to perform a townwide Revaluation Project for 2025**

Dear Honorable Members:

The last town wide Re-Val was completed in 2018. Since then, we have lived through unexpected and unprecedented changes due in part to the pandemic. These economic changes have impacted real estate property values across our region and particularly in Brighton. In August 2022, Travel and Leisure Magazine featured our town in an article entitled **"This Upstate New York Town Now Has The Hottest Real Estate ZIP Code in the US"**. Since then, our sale prices have continued to climb. For comparison, median sale price in Brighton is up from \$190,550 in December 2018 to \$276,250 in December 2023. This is a 45% increase. Median Days on market has gone from 45 to only 6 days on market. The frenzy to own a home here has caused our assessed values to be way out of line with market values. This strong market has in turn resulted in our state prescribed equalization rate steadily dropping from 95% in 2021 to 89% in 2022, 70% in 2023 and the forecast for 2024 is closer to 60%. In keeping with NYS Assessment practices, these are indicators that it is time for the next Revaluation!

Revaluations are never fun and often cause a lot of stress and anxiety in the community. I am committed to providing a well organized and well-advertised process so that this necessary event is relatively painless for our well-informed owners.

I am seeking your approval to go forward with implementing the Reassessment for the 2025 tax roll. A timeline for the proposal can be found on the next page.

Thank you.

Pamela Post

Assessor

Town of Brighton



# Assessor's Office

Pamela Post  
Town Assessor

## **Brighton**

February 15, 2024

### **RE: 2025 Revaluation Timeline + Proposed Cost**

**Fall 2023 – Spring 2024** – Sylvia Staples, Assessment Consultant - Work is already underway and will continue through the spring of 2024 running various reports that help us analyze and review our inventory and sales. We only want correct data to create the models that will be used in the process of mass valuation for the Re- Assessment. This preliminary work is the key element to turning out precision results. The more time spent beforehand confirming the data in the system, the more consistent the model, which in turn gives you the most accurate values.

**June 2024 - December 2024** – Work begins visiting and reviewing each and every parcel in the town. Check for accuracy of sales and inventory. Has the model given us the best available sales? Is there something unique about the parcel that the model could not account for? New Tentative value is added.

**January 2025 - May 1** – Change of Assessment Notices get printed and sent early January. Assessor and staff will meet informally with owners during this time to review the changes. The owner is required to provide support for what they believe a fairer assessment would be. If the Assessor believes a mistake was made, the assessment will be corrected. If not enough supporting documentation is provided, the owner will have the right to attend grievance day hearings with the Board of Assessment Review.

**May 1 – One week before Grievance Day** – Stipulation agreements can still be made between the Assessor and the owner. Once this document is signed, they forego their right to come to grievance.

**4<sup>th</sup> Tuesday in May 2025, Grievance Day** – Owners have until 8:00 PM on this day to file a complaint and be heard by the Board of Assessment Review. Additional days can be added if necessary.



Town of  
**Brighton**

# Assessor's Office

Pamela Post  
Town Assessor

## PROPOSED COSTS:

### Staffing requirements:

1. **The Assessor**
2. **Sylvia Staples – Assessment Consultant** Will work with the Assessor as needed until the reassessment is completed at the agreed upon rate of \$75.00/hour. (\$20,000 est.)
3. The new **Assistant Assessor** hired May 1, 2024 to replace Renee Morris upon her retirement would have experience in Re-Assessment work. This full-time, experienced assistant is a key component to success in implementing this reassessment.
4. One temporary **Real Property Aide** will be needed, (30-35 hours/week) for the 11-month period, from July 2024 – end of May 2025 to perform routine daily tasks in the assessment office under supervision of the Assessor. Daily work to include: answering phones, field resident questions, process sales, take in senior and star applications, and general reval support such as making copies, pulling property record cards and various data entry. (\$25.00 x30hrs for 11 mos = \$33,000 est.)
5. **Renee Morris** has agreed to come back and work for 2 months, January and February 2025 to get us through our busy exemption renewal time and to process all our senior applications (\$40.00x35hrs for 2 mos = \$12,000 est)
6. **Commercial Consultant** (\$20,000)

### Other Misc :

Public Relations, Printing, Mailing, Postage, Appraisals, Gas Reimbursement, Office Supplies, Attorney Fees, Etc. (\$80,000 Est)

**TOTAL Estimate of Cost : \$165,000**

**The total cost for the Re-Valuation will be spread over 2 years.**

<u>2024</u>		<u>2025</u>
SS -	\$10,000	\$10,000
TBD Comm	\$10,000	\$10,000
RP Aide	\$18,000	\$15,000
RM	-----	\$12,000
MISC	\$37,000	\$43,000
Total 24	\$75,000	Total 25 \$90,000

## TOWN OF BRIGHTON MARKET TRENDS COMPARISON

DECEMBER 2018 and DECEMBER 2023

Greater Rochester Association of Realtors

View GRAR		View GRAR	
-More Single Family Res.		On behalf of UNYREIS Powering Real Estate Profession	
13 months		13 months	
to N compared to Dec		December 2018	
Median Sales Price		Median Sales Price	
	\$190,550		\$276,250
	32		28
	Median Days on Market		Median Days on Market
45		6	
	List Price Received		List Price Received
99.0%		104.9%	
	Sold \$/SqFt		Sold \$/SqFt
\$116		\$191	
	New Listings		New Listings
16		6	
	Active Inventory		Active Inventory
39		12	
	Months Supply of Inventory		Months Supply of Inventory
1.2		0.4	

**TRAVEL TIPS**

# This Upstate New York Town Now Has the Hottest Real Estate ZIP Code in the U.S.

Homebuyers flock to Brighton, New York, for the low housing prices, nearby universities, and proximity to Lake Ontario, among other things.

By [Dobrina Zhekova](#) | Published on August 19, 2022





For the past two years, [home values across the country have skyrocketed](#), resulting in bidding wars and [eye-popping house prices in certain areas](#). But that doesn't mean you can't find your dream home at an affordable price. Realtor.com just announced its [2022 hottest ZIP codes in the country](#), which ranks the areas that generate the most buzz among homebuyers, and the winner is 14618 in Brighton, New York.

This charming small town is located just outside Rochester and offers potential homeowners excellent real estate value. The catch? You have to act quickly. Homes in Brighton stayed on the market for just six days on average in the first half of the year, according to Realtor.com. While the typical home for sale in the historic town is pricier than in other areas of Rochester, the June median list price of \$275,000 (per Realtor.com) is well below the [U.S. average of \\$428,700](#).



PHOTO: DEBRA MILLET/ALAMY STOCK PHOTO

"Rochester's real estate market has been a consistent feature on Realtor.com's hottest ZIP codes list, with various ZIPs ranking in each of the most recent three years," Danielle Hale, Realtor.com's chief economist, told *Travel + Leisure*. "This year's Brighton, New York, ZIP code (14618) is a Rochester suburb located east of the Genesee River and home to a higher share of homeowners than the typical U.S. community both overall and among millennials. Reflecting the competitiveness of the market, homebuyers in the area are well qualified, typically making a down payment of nearly 16% and bringing both a higher income and higher credit score than the typical U.S. homebuyer."

SUBSCRIBE



PHOTO: GERALD ZAFFUTS/ALAMY STOCK PHOTO

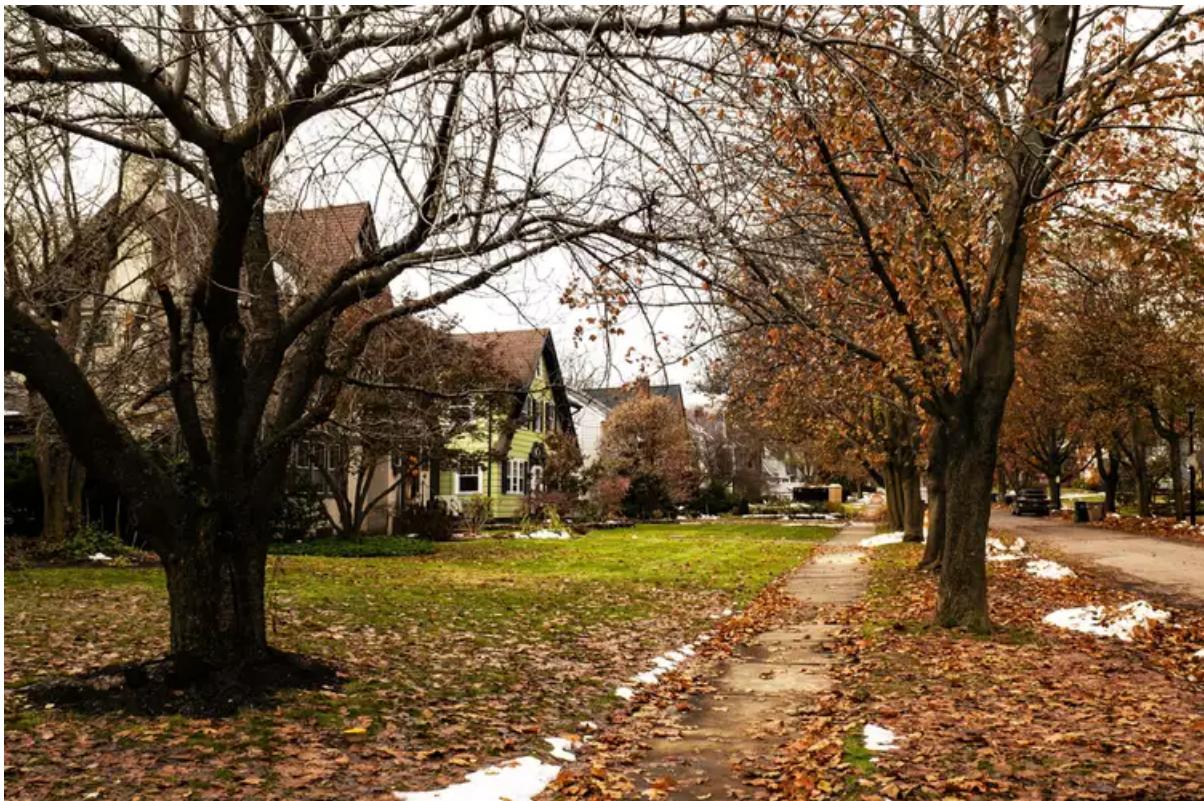


PHOTO: DEBRA MILLET/ALAMY STOCK PHOTO

the region's government seat at the time and, together with his wife, started taking in travelers seeking lodging. That building, known as the [Stone-Tolan House](#), is Monroe County's oldest standing structure and is now a historic site visitors can tour. And while Brighton may be steeped in history, the quaint suburb attracts visitors with its modern dining scene and vibrant cultural happenings. The town is also a short drive away from Lake Ontario's best sandy beaches, including [Ontario Beach Park](#), where visitors enjoy a myriad of water activities.



PHOTO: CLARKE CONDE/ALAMY STOCK PHOTO

"With access to the cutting-edge medical and research facilities of Rochester's many universities, homebuyers in Brighton can also enjoy museums, playgrounds, and nature parks nearby," Hale concluded.

Read Realtor.com's full report [here](#) and learn more about Brighton, New York, real estate [here](#).



Town of  
**Brighton**

## Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

**Chad Roscoe**  
Junior Engineer

February 7, 2024

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

Re: Arborist Consulting Services 2024  
Recommendation of Award

Dear Councilperson, Salzman and Committee Members:

Pursuant to previous authorization, requests for proposals were solicited from multiple firms for the above services. Arborview and Birchrest Tree & Landscape were the only firms to respond, see Table-1 for proposed services.

Table-1

Service Required	Arborview	Birchrest
Fully Burdened (a), (c), (d), (e)	\$140.00 ph	\$500.00 ph
Per Tree Fee for resistograph drilling	\$145.00 ph	\$2,5000 per tree
Travel Time	\$140.00 ph	\$500.00 ph
Yearly Increase	3.5%	5%

Based upon the hourly rates provided from the Arborview (\$140.00/hour, for 2024), it is recommended that an agreement be entered into with Arborview with provisions for additional services as contained therein as necessary to perform the evaluations, not exceeding \$3000.00. Funds to provide this service have been included in the 2024 budget under A.DPW.8560 4.49.

It is also recommended that authorization be given to administratively renew this agreement annually for 2025, 2026 and 2027 with a possible 3.5% increase per year.

Respectfully,

Chad Roscoe  
Junior Engineer



Mr. Evert Garcia, P.E., Commissioner of Public Works  
Public Works Department  
c/o Mr. Chad Roscoe  
Brighton Town Hall  
2300 Elmwood Avenue  
Rochester, New York 14618

February 3, 2024.

Dear Commissioner Evert Garcia, P.E.

Arborview Service Group LLC., provides arboricultural planning and diagnostics, project management services for projects in both the public and private sectors. Our team's work experience in New York, New England, Mid Atlantic, Southeastern States, along with Ohio, Colorado and California, these consists of primary inventory, data collection and work flow solutions, project management support, and permitting services for large scale, municipal, residential, commercial, college campuses projects, as well as highway vegetation management and historic landscape restoration projects.

We value strong relationships with our clients and their individual project needs. Our objective is to take a sensible approach to natural and built environments while providing innovative and unique planning to fully and accurately understand the goals and objectives a tree inventory may present. We feel it is important to understand and interpret the needs of the land, the environment, the community, and our client, where evaluating safety or ecological benefits is the key concern. Our team can create a customizable application for tree inventory data collection, workflow scheduling, monitoring and implementation that will readily meet specific needs of each client and community we service.

Our collaborative team of technical support and our Inventory arborist that collect, review and present custom urban forest management and workflow plans. These inventories are based on visual tree inspections and collection of the following attributes; species, tree size, condition, arboricultural action by priority, pruning, general tree work, soil management, risk mitigation assessment, plant health and pest concerns; insect or pathogen.

Our management plans provide information based on emerging arboricultural research, diagnostics and techniques based on our team experiences and the latest industry based scientific research. The management plan is written and designed to address prioritized goals set forth by the clients, and a workflow program. It is proactive in nature and execution with the best-informed choice available to stakeholders, municipal staff, and Construction / Property Management staff. Arborview Service Group LLC is in Brighton, the horticultural heart of Rochester, New York. Our creative team of arborist, software specialist and implementers are accessible, responsive, and eager to provide you, our client with the very best in service. We look forward to the opportunity of working with you. Please Feel free to reach out to us with any questions, responses and correspondence. We are pleased to submit this proposal: FOR THE PROVISIONS OF PROFESSIONAL SERVICES TO CONDUCT DETAILED EVALUATIONS, WHEN AND WHERE ORDERED, OF THE STREET TREES IN CALENDAR YEAR 2023 FOR THE TOWN OF BRIGHTON, NEW YORK.



### **Work Specification:**

A professional Inventory Arborist with International Society of Arboriculture (ISA) Certified Arborist certification and ISA Tree Risk Assessment Qualification will perform this project.

This basic tree inventory and visual inspection service will include a summary in the management plan stating tree risk potential and recommendations for mitigating the risk with certain trees.

Such recommendations may include; the need for more in depth evaluation Resistograph application, structural inspection of the tree trunk and canopy, further inspection of the roots/root flare, an aerial inspection of the tree, pruning,

Installation of lightning protection systems, soil management, pest management, physical tagging of the tree or the need for tree removal.

### **Schedule of Work:**

Our Arborist will be dispatched immediately after the Town of Brighton places a request for inspection. Arborview Service Group, LLC will perform the above referenced visual tree inspection service in a safe, professional manner. Upon request, a separate proposal will be submitted for all recommended work.

Arborview Service Group will coordinate all job planning and scheduling; equipment requirements, JSSAs, work crew staffing and direction pertaining to safe, professional execution of this inspection service.

Data collection and inspection services can occur within 2 days of receiving a sign agreement from the Town of Brighton. The arboreal assessment report will be submitted to the Town of Brighton Highway Department and Department of Public Works (via email and US Postage Service) 24 to 48 hours after the inspection has been completed.

### **Condition of Proposal:**

Prior to conducting the visual inspections, the owner must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an inspection including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the owner must understand that all trees pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this inspection is to help the owner understand which trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be "safe" or unlikely to be hazardous. As such, the Owner should not infer that any tree not identified as having a high or moderate degree of potential for failure is "safe" or will not fail in any manner. All recommendations made by Arborview Service Group, LLC. will be based on the defects which are present and detectable at the time of inspection, and the commonly accepted industry practices for reducing or minimizing the risks associated with trees.

Arborview Service Group, LLC. can make no guarantees or warranties of any kind that all defects will be detected. Nor can Arborview Service Group, LLC. Accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inspected or not. Therefore, to the fullest extent permitted by law, the Owner agrees to indemnify and hold harmless Arborview Service Group, LLC., its agents or employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the inspection, evaluation, inventory, and the performance of any recommended work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.



### **Specific Scope of Work:**

To individually inventory and photograph all trees greater than 4 inches of diameter at 4.5 ft above the ground within the specified maintained landscape of the street trees and properties owned by the town of Brighton.

Exceptions include specific areas where groups of trees will be considered as one. Inventoried trees will be identified with a corresponding number that will be referenced with in the written management plan (pending approval in the subject of payment below).

Submit a written management plan including:

- a) Written summary of procedures used in the risk assessment, tree inventory and map or detailed description of tree locations where ordered and directed by the Town of Brighton.
- b) Results of Resistograph drillings on trees directed and ordered by the Town of Brighton.
- c) Identify potential impacts of Construction upon certain trees where and when ordered by the Town of Brighton. Arborview Service Group, LLC. will provide suggestions / recommendations on construction techniques to help mitigate the impacts of said project.
- d) Attributes collected for each tree will be provided in a letter form for each tree, which will summarize and provided the following information:
  - i. Tree Botanical Name and Common Name
  - ii. Tree ID number and Location
  - iii. DBH (Diameter at Breast Height = 4.5 feet above grade)
  - iv. Condition class (Good, Fair, Poor or Dead)
  - v. Age Class (New planting, Young, Semi-Mature, Mature, Over-mature)
  - vi. Height Class (Large, Medium, Small)
  - vii. Estimated Canopy radius (+/- 5 feet)
  - viii. Root Zone Infringement (<25%, 25-50%, 51-75%, >75%)
  - ix. Soil Management (Root Care, Soil amendments)
  - x. Tree Work Recommendations: Crown Cleaning, Crown Thinning, Crown Raising, Crown Reduction, Structural Pruning, Tree Removal, Cabling or Brace rod installations, Lightning protection system installation.
  - xi. Tree Care Priority (Priority 1,2 or 3)
  - xii. Tree Defects such as: Dead or broken, hanging branches; Poorly attached branches and stems such as co-dominant stems; Poor architecture; cracks in stems or scaffold limbs; Cankers and significant bark injuries in the stem and scaffold limbs; Wood decay in stems and scaffold limbs; Root related defects including decayed, buried root flares, obvious soil disturbance within the critical root zone.
  - xiii. Observed Pest/Diseases
  - xiv. Plant Health recommendations
  - xv. Level 2 Basic assessment for tree risk
  - xvi. Recommendations for Level 3 Advanced assessments if warranted
  - xvii. Estimated Asset Value (\$) (estimated based on Data collected in the field)
    - Trees will be visually assessed following ISA Best Management Practices for Tree Risk.
    - Assessment and/or applicable industry standards. The likelihood of failure, likelihood of hitting a target, and consequences of failure will be rated in the field to determine the overall risk rating. The overall risk rating assigned to the inventoried tree will correspond to the highest risk rating associated with the inventoried tree. This rating scale will serve to help the Owner or tree manager prioritize and schedule remedial treatments.



- Failure, potential, and risk cannot always be assessed by visual inspection from the ground.
- For some trees, more detailed analyses of decay and defects maybe required. Where flare roots cannot be inspected due to soil and/mulch covering the root flare, excavation will be recommended prior to providing a risk rating. A climbing inspection may be required to assess defects that are present in the upper crown. Climbing inspections, decay/defect, and root collar excavation will recommended as needed and a cost estimate to perform these services will be provided as part of the initial report.
- Recommendations will be provided for each tree to assist the owner with mitigating the risk to acceptable levels for each tree identified. Treatments considerations will include. But not limited to:
  - a. Removal of hazardous trees
  - b. Removal of hazardous branches, (cleaning)
  - c. Reduction pruning, thinning and raising.
  - d. Treatment for bores, cankers and root diseases.
  - e. Installation of supplemental structural supports,
  - f. Installation of lightning protection systems.
  - g. Follow-up inspections and analyses.
  - h. Visual inspections will be performed, and recommendations will be developed by ISA certified arborist who had specific training in tree risk management.
  - i. Risk Assessment to be considered valid and current time and date on inspection.

#### **Schedule of Payment: ( Prices held same as 2022)**

Basic tree inventory, basic tree management plan, mapping data for all trees greater than 4 inches of diameter at 4.5 feet above the ground within the specified maintained landscape of the street trees of The Town of Brighton. Inventory and assessment trees in identified areas directed by the Town of Brighton, up to but not exceeding, a quantity of trees or completion of the specified area.

- Proposed fully – burden per hour rate for (a), (c), (d) and (e) in RFP ..... \$140.00 / hour.
- Proposed per tree fee for resistograph drilling, as directed by town..... \$145.00 / hour.
- Proposed fully – burden fee for travel time to and from Brighton..... \$140.00 / hour.
- Estimated rates for possible 3 year contract extension.....(3.5 % increase per year).

#### **Additional Terms and Conditions:**

After reviewing the terms and conditions included in this document, please sign a copy and return by email to [stuartmacke@gmail.com](mailto:stuartmacke@gmail.com). The original document should be retained for your reference. Should you have any questions or need further information, please contact us at 585-362-1496.

#### **Notice to Customer:**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this agreement. Such cancellation may be made without penalty, or obligation, and shall entitle you to a full refund of any money provided as a down payment for services. Should you choose to cancel this agreement, you may do so by mailing a copy of this proposal with the word “cancelled” with the date of cancellation and your signature, mail certified, receipt request to Arborview Service Group LLC off ice listed on the proposal, by delivering the cancelled proposal in person to the listed office, or by sending any other written notice of your cancellation to the listed office. All money received as down payment shall be returned within thirty days of receipt of any notice of cancellation.



**Need for future inspections:**

It shall be the responsibility of the Owner to ensure that the future tree risk assessment inspections are conducted, by a qualified arborist, annually, or after any major weather event, to monitor and evaluate any changes in condition of the risk associated with the trees on the aforementioned property.

Proposal Offered By:

DATE: February 3, 2024

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Stuart MacKenzie, ISA certified Arborist NY6326-A, Arborview Service Group, LLC.

Proposal Accepted By:

DATE:

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Signature of Owner or Agent

The following terms and conditions are part of the confirmation of work to be performed by Arborview Service Group LLC, and with the information on preceding page(s) constitute the entire agreement. Client is responsible for obtaining and paying for all local permits. Arborview Service Group is insured for liability resulting from injury to person or property, and all its employees are covered under the applicable workman compensation insurance in each country of operation. Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Arborview Service Group shall not be held liable for damage to any undisclosed concealed hazards including, but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon the completion of the job and receipt of invoice. In the event scope of work changes, Arborview Service Group LLC, will be paid for all the items on the contract that have been completed. Any additional work performed requested by Client will be billed on a time and materials basis. A service charge of 2% per month, which is an annual percentage rate of 24%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all cost associated with the collection including, but not limited to, attorney's fees and court cost. Client warrants that all trees and vegetation upon which work is to be performed are owned by the Client, or the authorization for the work has been obtained from the rightful owner.

The Client shall be responsible for compensating Arborview Service Group, LLC. for any and all damages collected against Arborview Service Group, LLC. by any third party demonstrating actual ownership of the trees and vegetation upon which work is to be performed, regarding damage to or removal of trees or vegetation which the Client represents as their own.

Client shall provide free access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during working hours. Unless otherwise specified in the agreement, Arborview Service Group, LLC. shall not be expected to keep gates closed for animals or children. Arborview Service Group, LLC. assumes no liabilities or responsibilities



for any cracking, breaking, puncturing, depressing, or any damage to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insects nests, rock, pipe, electrical lines, or any other conditions not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of Arborview Service Group, LL. Stump from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the front of this agreement. Wood will be left on the premises where lowered and dropped, it will be cut into firewood lengths (approximately 16-24 inches lengthwise) unless otherwise specified on the front of this agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this agreement. Arborview Service Group, LLC. is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from work area.

Both Client and Arborview Service Group, LLC. agree to attempt to work out any disputes regarding this agreement through direct negotiations and/or mediation prior to seeking any other available legal remedy.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work was recommended on a specific tree.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection, must be inspected annually, or after major weather event, by a qualified arborist, to ensure the system's condition, position and/or grounding integrity. It is the responsibility of the Client to make sure that each system is inspected and maintained by a qualified arborist. Arborview Service Group, LLC. will be responsible for the proper recommendations and possibly proper application of any plant health care material or formulation it uses that is commonly uses in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.



Town of  
**Brighton**

## Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

**Chad Roscoe**  
Junior Engineer

February 16, 2024

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

Re: Contractor Recommendation for  
2024 Rental of a Bucket Truck with Qualified Operator

Dear Chairperson, Salzman and Committee Members:

We received bids on February 16, 2024, for the rental of a bucket truck with a qualified operator. The invitation to submit a bid was publicly advertised and publicly opened all as required by law. One (1) company responded to the advertisement for bids and submitted a proposal. The base bid requested an hourly rate for the rental of a bucket truck and operator. Table 1 lists the hourly rate included in the bid proposal by each responding company:

**Table 1 Bid Summary**

Bidder	Hourly Rate
Birchcrest Tree & Landscape	\$223.00

Town staff reviewed the bids for completeness and accuracy and determined that Birchcrest Tree & Landscape is the lowest priced and qualified firm to perform these services. \$35,942.00 is available in account A.DPW.8560 4.43 to fund these services in 2024. Therefore, we are requesting that FASC recommend that the Town Board award the bid for the Rental of a Bucket Truck with Qualified Operator to the low, responsive bidder, Birchcrest Tree & Landscape. The contract term for these services will be for the remainder of 2024. In addition, work performed by Terry Tree under this contract will be billed at an hourly rate of \$223.00 and the total amount expended under this term will not exceed the budgeted amount of \$35,942.00.

I will not be attending your regularly scheduled meeting on February 22, 2024. As always, your consideration of these matters is greatly appreciated.

Sincerely,

Chad Roscoe  
Junior Engineer, DPW

## **ADVERTISEMENT FOR BIDS**

The Town of Brighton, Monroe County, New York will receive sealed bids for:

### **2024 Bucket Truck & Operator Rental**

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: Friday, February 16, 2024

Time: 10:00 A.M. Local Time

The work consists of one contract for the furnishing of the services of a bucket truck with 75' arm, with qualified operator and spoiler, for use by the Town in the trimming and removal of street trees. 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 the contract.

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 any Proposal or individual item or items, which it may deem to be the most favorable to its best interests.

A non-collusive bidding certificate shall be included with each bid.

The attention of the Bidder is call to the requirements as to the conditions of employment and the minimum wage rates to be paid under this contract.

Dated: 2/2/24

Town of Brighton

Evert Garcia, P.E.

Commissioner of Public Works

(585) 784-5222

2577999 2-2-11

The Daily Record (NY)  
16 W. Main St  
Rochester, NY, 14614  
Phone: 5852326920 Fax: 0

WESTERN NEW YORK

# THE DAILY RECORD

YOUR TRUSTED SOURCE FOR LEGAL AND REAL ESTATE NEWS

## Affidavit of Publication

To: TOWN Of Brighton - Gretchen Paxon  
2300 Elmwood Ave  
Rochester, NY, 146182145

Re: Legal Notice 2577999, 2024 Bucket Truck & Operator Rental  
State of NY }  
County of Monroe } S

The undersigned is the authorized designee of Ben Jacobs/Associate Publisher of The Daily Record (NY), a Daily newspaper published in Rochester, NY. A notice was published in said newspaper. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Monroe County for this purpose. The dates of the publication were as follows: 02/02/2024

By Ben Jacobs

Authorized Designee of the  
Publisher

Sworn to me on this 5<sup>th</sup> day of February 2024

Olivia Rye

Notary Public, State of NY  
No. 01RY0009578  
Qualified in Monroe County  
My commission expires on June 14,  
2027



## Town of Brighton

# Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

Chad Roscoe  
Junior Engineer

February 16, 2024

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

Re: Award of Annual Hardware Contract

Dear Councilperson, Salzman and Committee Members:

I recommend that an award for the above services be given to the low, responsive bidder, Mayer Hardware, Inc., for a fifteen percent (15%) discount off of public prices. It is further recommended that it also be authorized to have the option to renew this contract for an additional four one-year periods as stipulated in the contract proposal. Funds are available in various department budgets.

Request for bids were solicited from Home Depot, Lowes, Mayer Paint & Hardware, Wilson Hardware and Monroe Hardware for this service. The bid was publicly opened on February 9, 2024 all as required by law. Only one company responded to the bid as shown below.

Table – 1 Bidder

<u>Bidder</u>	<u>Discount off Public Price</u>
Mayer Paint & Hardware	15%

This discount is in line with previous year's proposals and therefore the Department of Public Works recommends the award of this contract to Mayer Paint & Hardware.

Sincerely,

Chad Roscoe

SECTION 00 45 19  
NONCOLLUSIVE BIDDING CERTIFICATE

In Compliance with Section 103 of the General Municipal Law

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

A) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

C) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; and

E) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

A bid shall not be considered for award nor shall any award be made where (A), (B), (C), (D) and (E) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (B), (C), (D) and (E) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(SEAL OF CORPORATION)

*Suma Mayor Hardware Inc.*  
(Name of Corporation)

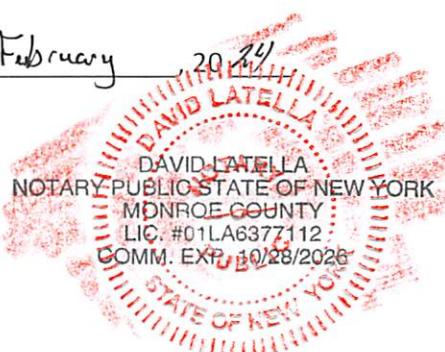
Signature: *Palmer*

Title: *VP/ CFO*

Address: *226 Winton Rd N  
Rochester NY 14610*

Sworn to and subscribed before me this 9<sup>th</sup> day of February, 2024

Notary Public



**Bid Sheet – 2024 HARDWARE, HAND TOOLS, GARDEN TOOLS, PAINT, ELECTRICAL SUPPLIES  
AND MISCELLANEOUS BUILDING SUPPLIES**

The undersigned offers to take in full payment, for the supplies and materials specified, the public price less the following discount:

Fifteen Percent Discount  
(Discount in words)

In numerals: 15 Percent Discount

Note:

1. All deviations must be clearly and completely outlined on the Date Sheet.
2. A Non-collusive Bidding Certificate must accompany all bids.
3. The Town reserves the right to reject any or all bids, to waive any minor informalities and/or minor deviations, as it sees fit.

Signed: P. M. Mayer

Title: VP/CFD

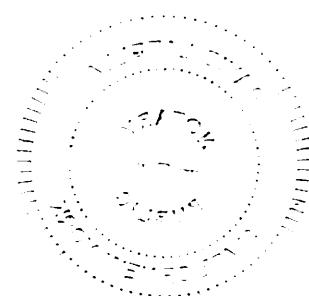
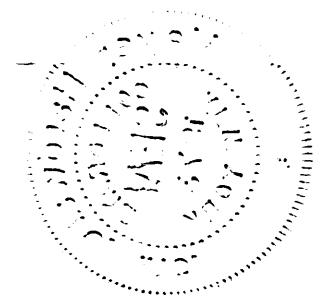
Representing: Mayer Hardware, Inc.

Address: 226 Winton Rd N, Rochester NY 14610

Telephone: 585 288 7665

Email: mayerhardware@rochester.rr.com

Date: 2/9/24



**PURCHASE CONTRACT**

I, Peter Heier (print name), do hereby certify that I am the VP/CFO (print title) for the bidder, and that I am authorized to sign this document on behalf of the bidder. Should the Town Board of the Town of Brighton resolve to select our bid and to award this contract to our firm, the bidder hereby agrees to supply all materials in complete accord with the contract documents. I also understand that these documents will become the official purchase contract, and that the Bidder must supply all goods and services to the Town's complete satisfaction prior to receiving payment.

Signed: Peter Heier

Title: VP/CFO

Representing: Mayer Hardware, Inc.

Date: 2/9/24

**Accepted by the Town:**

By: \_\_\_\_\_

William W. Moehle, Supervisor

Date: \_\_\_\_\_

**Store Owner/Manager**  
**Wilson Hardware**  
**812 Monroe Avenue**  
**Rochester, NY 14607**

**Store Owner/Manager**  
**Mayer Paint & Hardware**  
**226 Winton Road**  
**Rochester, NY 14610**

**Store Owner/Manager**  
**Monroe Hardware Inc.**  
**1711 Monroe Avenue**  
**Rochester, NY 14618**

**Store Owner/Manager**  
**Lowes Home Improvement**  
**2350 Marketplace Drive**  
**Rochester, NY 14623**

**Store Owner/Manager**  
**The Home Depot**  
**770 Jefferson Road**  
**Rochester, NY 14623**

**Store Owner/Manager**  
**The Home Depot**  
**750 Panorama Trail S.**  
**Rochester, NY 14625**

**PURCHASE CONTRACT**

I, Peter Heier (print name), do hereby certify that I am the VP/CFO (print title) for the bidder, and that I am authorized to sign this document on behalf of the bidder. Should the Town Board of the Town of Brighton resolve to select our bid and to award this contract to our firm, the bidder hereby agrees to supply all materials in complete accord with the contract documents. I also understand that these documents will become the official purchase contract, and that the Bidder must supply all goods and services to the Town's complete satisfaction prior to receiving payment.

Signed: Peter Heier

Title: VP/CFO

Representing: Mayer Hardware, Inc.

Date: 2/9/24

***Accepted by the Town:***

By: \_\_\_\_\_

William W. Moehle, Supervisor

Date: \_\_\_\_\_