

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

**Meeting Date: Wednesday, May 7, 2025 (8:30 a.m.)
Location: Empire State University Room #159**

1. Approval of Minutes – Receive and file minutes from April 16, 2025.
2. Review the Executive Summary of the final draft 2024 audited financial statements – Presented by Micheal DeBadts CPA, P.C. a Division of Mengal Metzger Barr & Co., LLP (see Financial Executive Summary).
3. Request for Town Board to approve a budget amendment related to the debt service transfer made in 2025 (Finance) – Request from Earl Johnson for Town Board action to authorize a \$2,415 budget amendment to accommodate a higher transfer from the Debt Service Reserve accounts to help cover a portion of the Debt Service Payments in 2025 due to updated calculations (see letter from E. Johnson).
4. Request for Town Board to approve the Capital Project Closeout for the 2023 Highway Bond to the corresponding Debt Service Fund for 2025 (Finance) – Request from Earl Johnson for Town Board action to authorize a \$1,901.63 Transfer of Funds, plus any 2025 interest earned and budget amendment necessary to close the Capital Project remaining balance for the 2023 Highway Bond to save in that Debt Reserve account to be used to help pay future Debt Service payments on that bond (see letter from E. Johnson).
5. Request for Town Board to authorize the Town Supervisor to execute a contract with Young Explosives for the 4th of July 2025 celebration (Parks) – Request from Matt Beeman for Town Board action to authorize the Town Supervisor to execute a contract with Young Explosives to provide the 2025 4th of July fireworks display. The cost of this contract will not exceed \$17,000 (2024 rate was \$16,500) and Young Explosives will provide all the necessary insurance information naming the Town of Brighton as additionally insured. Funds are available in the 2025 celebrations budget (see letter from M. Beeman).
6. Request for Town Board to authorize the Town Supervisor to execute a contract with the Skycoasters for the 4th of July 2025 celebration (Parks) – Request from Matt Beeman for Town Board action to authorize the Town Supervisor to execute a contract with the Skycoasters to provide music at the 2025 4th of July celebration. The cost of this contract will not exceed \$4,000 (2024 rate was \$4,000) and Skycoasters will provide all the necessary insurance information naming the Town of Brighton as additionally insured. Funds are available in the 2025 celebrations budget (see letter from M. Beeman).

7. Request for Town Board action to authorize the Supervisor to execute a contract with Bero Architecture for the final design and preparation of bid documents for the rehab of Home Acres Neighborhood monuments for that Special District (Public works Dept.) – Request from Brendan Ryan for Town Board action to authorize the Supervisor to execute a contract with Bero Architecture for the final design and preparation of bid documents for the rehab of Home Acres Neighborhood monuments for that Special District in the amount of \$27,295 with change orders of up to 10% (see letter from B. Ryan).
8. Request for Town Board to award Landfill Yard Waste Processing & Disposal Services for 2025 (Public Works Dept.) – Request from Chad Roscoe for Town Board action to award the bid for Landfill Yard Waste Processing & Disposal Services for 2025 to the lowest responsible bidder, Green Renewables, Inc. Green Renewable Inc. will provide the services as outlined in the bid at a total base bid of \$25,000. This service used to be provided at no cost due to the value of the material, however, this year the bid is a cost to the town which was not anticipated or budgeted. Therefore, this request also includes a budget amendment to cover the cost of these services and is an ask to authorize the Supervisor to execute two one-year renewal options (see letter from C. Roscoe).
9. Request for Town Board to award bid and authorize the Supervisor to execute a contract with Plant Concepts, Inc. for the GIGP Monroe Avenue maintenance (Public works Dept.) – Request from Chad Roscoe for Town Board action to award the bid for the Monroe Avenue GIGP green infrastructure maintenance to Plant Concepts, Inc. in an amount not to exceed \$42,350. This contract will be effective immediately through May 1, 2026. This is the same cost as last year and this amount has been budgeted for 2025. There is also the option to renew this contract for two additional periods at the sole discretion of the Town (see letter from C. Roscoe).
10. Request for Town Board to authorize the purchase of a Sewer Dump Truck to replace the 2012 Mack Truck #29 due to age and repair history (Sewer) – Request from William Haefner for Town Board action to authorize the purchase of a Sewer Dump Truck to replace the 2012 Mack Truck #29 due to age and repair history and that future building requirements will increase the cost of replacement whereas the available replacement is now \$140,397.90 with the next cost after 2012 sales estimated to be \$100,000 which will require a budget amendment and/or partial use of Sewer Equipment Reserve as proposed (see letter from A. Banker).
11. Request for the Town Board to authorize the Town Supervisor to sign a change order with Landry Mechanical to provide water to the library without disruption which would exceed the approved 10% authorization (DPW) – Request from Ken Hurley for the Town Board to authorize the Town Supervisor to sign change order with Landry Mechanical to provide water to the library without disruption for \$41,827.47 which would exceed the approved 10% authorization (see letter from K. Hurley).

12. Request for the Town Board to authorize the Town Supervisor to sign a change order with IN/Ex Architecture to provide foundation testing which would exceed the approved 10% authorization (DPW) – Request from Ken Hurley for the Town Board to authorize the Town Supervisor to sign a change order with IN/Ex Architecture to provide foundation testing through Foundation Design for \$14,500.00 which would exceed the approved 10% authorization (see letter from K. Hurley).
13. Request for the Town Board to authorize the Town Supervisor to sign a change order with IN/Ex Architecture to complete the Town Hall Sitework Design which would exceed the approved 10% authorization (DPW) – Request from Ken Hurley for the Town Board to authorize the Town Supervisor to sign a change order with IN/Ex Architecture to complete the Town Hall Sitework Design through EDR Landscape and Civil for \$65,000.00 which would exceed the approved 10% authorization (see letter from K. Hurley).
14. Town Hall Renovation progress update (ongoing when necessary).

EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, May 21, 2025, at 8:30 a.m.
in ROOM #159 at Empire State University, 680 Westfall Road.
All members of the public are invited to attend FASC meetings.**

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

TOWN OF BRIGHTON, NEW YORK

FINANCIAL EXECUTIVE SUMMARY

For Years Ended December 31, 2024 and 2023



Town of Brighton, New York
Dated: May 7, 2025
By: Mr. Michael J. DeBadts, CPA

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TOWN OF BRIGHTON, NEW YORK

Statement of Net Position

December 31, 2024 and 2023

	2024	2023	Variances
ASSETS			
Cash and cash equivalents	\$ 23,715,166	\$ 23,444,193	\$ 270,973
Accounts receivable (net)	2,917,638	3,169,813	(252,175)
Prepaid items	684,686	34,923	649,763
Capital assets, net of accumulated depreciation	29,750,997	31,082,247	(1,331,250)
TOTAL ASSETS	\$ 57,068,487	\$ 57,731,176	\$ (662,689)
DEFERRED OUTFLOW OF RESOURCES	\$ 17,672,027	\$ 10,001,637	\$ 7,670,390
LIABILITIES			
Accounts payable	\$ 1,493,143	\$ 949,676	\$ 543,467
Accrued liabilities	995,850	771,683	224,167
Due to retirement system	38,563	1,688,442	(1,649,879)
Unearned revenue	589,015	54,091	534,924
Other liabilities-ARPA	2,590,570	3,558,089	(967,519)
Noncurrent liabilities:			
Due in one year	2,162,702	2,066,734	95,968
Due in more than one year	48,699,285	41,867,882	6,831,403
TOTAL LIABILITIES	\$ 56,569,128	\$ 50,956,597	\$ 5,612,531
DEFERRED INFLOW OF RESOURCES	\$ 14,603,262	\$ 14,479,876	\$ 123,386
NET POSITION			
Net investment in capital assets	\$ 21,635,399	\$ 22,855,778	\$ (1,220,379)
Restricted for:			
Capital reserves	1,074,486	1,046,813	27,673
General reserve	640,771	624,114	16,657
Reserve for Debt	511,003	567,361	(56,358)
Other purposes	4,100,204	4,157,702	(57,498)
Unrestricted	(24,393,739)	(26,955,428)	2,561,689
TOTAL NET POSITION	\$ 3,568,124	\$ 2,296,340	\$ 1,271,784

Financial Highlights

- * Unmodified opinion, no material weaknesses, no significant deficiencies.
- * Statement of Net Position - combines all funds except custodial; includes capital assets, depreciation, and long-term debt.
- * Noncurrent Liabilities - consists of:

	2024	2023
Outstanding Bonds	\$ 7,307,208	\$ 6,738,166
Compensated Absences	1,401,246	1,321,094
OPEB (Retiree Health)	31,922,348	22,204,693
Lease Liability	1,197,824	1,389,566
Retainage Payable	32,379	97,834
Net Pension Liability	9,000,982	12,183,263
Total Noncurrent Liabilities	\$ 50,861,987	\$ 43,934,616

TOWN OF BRIGHTON, NEW YORK
Statement of Activities
December 31, 2024

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position Primary Government	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions		
Primary Government:						
Governmental Activities:						
General government support	\$ 4,777,216	\$ 381,992	\$ 335,186	\$ 347,032	\$ (3,713,006)	
Public safety	10,986,466	159,924	592,420	967,519	(9,266,603)	
Transportation	9,643,107	598,613	14,034	579,971	(8,450,489)	
Economic assistance and opportunity	130,653	34,287	-	-	(96,366)	
Culture and recreation	4,935,290	598,137	94,924	134,698	(4,107,531)	
Home and community services	6,035,699	238,028	54,707	-	(5,742,964)	
Interest on long-term debt	254,067	-	-	-	(254,067)	
Total Governmental Activities	\$ 36,762,498	\$ 2,010,981	\$ 1,091,271	\$ 2,029,220	\$ (31,631,026)	
General Revenues:						
Taxes:						
Property taxes					\$ 22,631,619	
Non-property taxes					6,792,352	
State aid - mortgage tax					1,003,227	
Compensation for loss					287,087	
Investment earnings					1,718,866	
Miscellaneous					469,659	
Total General Revenues					\$ 32,902,810	
Change in Net Position					\$ 1,271,784	
Net Position - Beginning					2,296,340	
Net Position - Ending					\$ 3,568,124	

Financial Highlights

- * The intent of this statement is to align the specific revenue to the functional category to determine the net taxpayer cost.
- * Taxes or revenues that do not relate to specific functions are classified as general revenues.
- * The increase of net position of \$1,271,784 is primarily the result of cost savings in the Town's General Fund, in addition to stronger than anticipated revenues for sales tax sharing and interest earnings.

TOWN OF BRIGHTON, NEW YORK
General Fund - Summarized Balance Sheet
December 31, 2024 and 2023

<u>Assets:</u>	<u>2024</u>	<u>2023</u>	<u>Variance</u>
Cash	\$ 14,587,821	\$ 15,490,629	\$ (902,808)
Receivables, net	331,555	422,017	(90,462)
Due from other governments	1,618,390	1,528,058	90,332
State and federal aid receivable	158,096	21,802	136,294
Prepaid items	519,573	33,575	485,998
Total Assets	\$ 17,215,435	\$ 17,496,081	\$ (280,646)
<u>Liabilities:</u>			
Accounts payable and other liabilities	\$ 2,934,151	\$ 3,831,862	\$ (897,711)
Accrued liabilities	774,556	641,500	133,056
Due to other governments	8,187	8,187	-
Due to retirement system	38,563	1,298,237	(1,259,674)
Overpayments	16,191	16,041	150
Unearned revenue	582,926	47,474	535,452
Total Liabilities	\$ 4,354,574	\$ 5,843,301	\$ (1,488,727)
<u>Deferred Inflows:</u>			
Deferred inflows of resources	\$ 289,936	\$ 379,447	\$ (89,511)
<u>Fund Balances:</u>			
<u>Nonspendable -</u>			
Prepays	\$ 519,573	\$ 33,575	\$ 485,998
<u>Restricted -</u>			
Workers' Compensation	30,593	29,726	867
Forfeiture of the proceeds of crime	199,230	194,943	4,287
Repair	113,508	110,294	3,214
Insurance	121,889	118,438	3,451
Capital reserves	500,779	486,610	14,169
<u>Assigned -</u>			
Encumbrances	346,922	592,257	(245,335)
Appropriated fund balance	1,900,000	1,864,000	36,000
<u>Unassigned -</u>			
Undesignated fund balance	8,838,431	7,843,490	994,941
Total Fund Balances	\$ 12,570,925	\$ 11,273,333	\$ 1,297,592
Total Liabilities, Deferred Inflows, and Fund Balances	\$ 17,215,435	\$ 17,496,081	\$ (280,646)

Financial Highlights

- * Due From Other Governments - \$1,613,791 represents 4th Quarter sales tax
- * Receivables, net and Deferred inflows of resources include \$555,644 related to lease of cell towers for GASB #87.
- * Accounts payable and other current liabilities includes \$2,590,570 in unspent ARPA funds, a decrease from last year's amount of \$967,519.
- * Prepaid expense in the current year is mostly related to retirement system payments of \$488,019, in the prior year, the amount was not prepaid and \$1,298,237 was due to retirement systems.

TOWN OF BRIGHTON, NEW YORK
General Fund - Revenue Summary
For Years Ended December 31, 2024 and 2023

Year 2024:	Budget		
	(Amended)	Actual	Variance
Property taxes	\$ 10,976,860	\$ 10,979,490	\$ 2,630
Non property taxes	5,825,000	6,792,352	967,352
Departmental income	643,900	768,310	124,410
Intergovernmental charges	16,000	44,251	28,251
Use of money and property	595,505	1,132,276	536,771
Licenses and permits	195,800	218,573	22,773
Fines and forfeitures	125,050	301,769	176,719
Sale of property and compensation for loss	15,500	72,957	57,457
Miscellaneous	84,160	65,785	(18,375)
Interfund revenues	317,980	248,460	(69,520)
State aid	1,582,202	1,778,658	196,456
Federal aid	1,386,310	1,220,749	(165,561)
Transfers	60,470	60,457	(13)
Total Year 2024	<u>\$ 21,824,737</u>	<u>\$ 23,684,087</u>	<u>\$ 1,859,350</u>

Year 2023:	Budget		
	(Amended)	Actual	Variance
Property taxes	\$ 10,524,130	\$ 10,539,159	\$ 15,029
Non property taxes	5,730,000	6,250,502	520,502
Departmental income	615,900	644,399	28,499
Intergovernmental charges	10,250	28,629	18,379
Use of money and property	377,168	886,637	509,469
Licenses and permits	215,300	191,827	(23,473)
Fines and forfeitures	120,050	174,061	54,011
Sale of property and compensation for loss	21,300	62,506	41,206
Miscellaneous	113,782	71,144	(42,638)
Interfund revenues	318,110	261,057	(57,053)
State aid	1,704,941	1,196,394	(508,547)
Federal aid	15,010	43,177	28,167
Transfers	65,760	65,915	155
Total Year 2023	<u>\$ 19,831,701</u>	<u>\$ 20,415,407</u>	<u>\$ 583,706</u>

TOWN OF BRIGHTON, NEW YORK
General Fund - Expenditure Summary
For Years Ended December 31, 2024 and 2023

Year 2024:	Actual		
	Budget	With	Variance
	(Amended)	Encumbrances	
General government support	\$ 4,744,015	\$ 4,345,353	\$ 398,662
Public safety	7,701,178	7,175,750	525,428
Transportation	761,230	606,137	155,093
Economic assistance & development	163,075	126,239	36,836
Culture & recreation	2,012,184	1,739,791	272,393
Home & community services	1,768,345	1,644,629	123,716
Employee benefits	5,976,825	5,725,761	251,064
Debt service	717,885	653,883	64,002
Transfers	715,875	715,874	1
Total Year 2024	<u>\$ 24,560,612</u>	<u>\$ 22,733,417</u>	<u>\$ 1,827,195</u>

Year 2023:	Actual		
	Budget	With	Variance
	(Amended)	Encumbrances	
General government support	\$ 4,114,083	\$ 3,900,006	\$ 214,077
Public safety	6,739,090	6,166,104	572,986
Transportation	807,118	636,878	170,240
Economic assistance & development	160,765	99,793	60,972
Culture & recreation	2,017,207	1,740,582	276,625
Home & community services	1,769,891	1,495,958	273,933
Employee benefits	5,524,739	5,155,857	368,882
Debt service	941,081	940,982	99
Transfers	13,510	13,510	-
Total Year 2023	<u>\$ 22,087,484</u>	<u>\$ 20,149,670</u>	<u>\$ 1,937,814</u>

TOWN OF BRIGHTON, NEW YORK
Highway Fund - Summarized Balance Sheet
December 31, 2024 and 2023

<u>Assets:</u>	<u>2024</u>	<u>2023</u>	<u>Variance</u>
Cash	\$ 2,920,218	\$ 2,732,839	\$ 187,379
Receivables, net	19,660	17,102	2,558
Due from other governments	800	7,121	(6,321)
State and federal aid receivable	-	33,933	(33,933)
Prepaid items	88,701	800	87,901
Total Assets	<u>\$ 3,029,379</u>	<u>\$ 2,791,795</u>	<u>\$ 237,584</u>
 <u>Liabilities:</u>			
Accounts payable	\$ 55,066	\$ 73,392	\$ (18,326)
Accrued liabilities	95,865	40,326	55,539
Due retirement systems	-	216,747	(216,747)
Total Liabilities	<u>\$ 150,931</u>	<u>\$ 330,465</u>	<u>\$ (179,534)</u>
 <u>Fund Balances:</u>			
<u>Nonspendable -</u>			
Prepays	\$ 88,701	\$ 800	\$ 87,901
<u>Restricted -</u>			
Capital reserve	181,940	176,789	5,151
<u>Assigned -</u>			
Encumbrances	48,143	58,811	(10,668)
Appropriated fund balance	375,000	375,000	-
Highway fund balance	2,184,664	1,849,930	334,734
Total Fund Balances	<u>\$ 2,878,448</u>	<u>\$ 2,461,330</u>	<u>\$ 417,118</u>
Total Liabilities and Fund Balances	<u>\$ 3,029,379</u>	<u>\$ 2,791,795</u>	<u>\$ 237,584</u>

TOWN OF BRIGHTON, NEW YORK
Highway Fund - Revenue Summary
For Years Ended December 31, 2024 and 2023

Year 2024:	Budget		
	(Amended)	Actual	Variance
Property taxes	\$ 4,783,760	\$ 4,783,760	\$ -
Departmental income	2,665	3,438	773
Intergovernmental charges	603,700	572,052	(31,648)
Use of money and property	116,500	233,191	116,691
Licenses and permits	17,235	23,123	5,888
Sale of property and compensation for loss	105,415	110,059	4,644
Miscellaneous	300	300	-
Interfund revenue	228,455	155,024	(73,431)
State aid	479,602	479,602	-
Transfers	17,305	17,295	(10)
Total Year 2024	<u>\$ 6,354,937</u>	<u>\$ 6,377,844</u>	<u>\$ 22,907</u>

Year 2023:	Budget		
	(Amended)	Actual	Variance
Property taxes	\$ 4,557,350	\$ 4,557,350	\$ -
Departmental income	2,870	3,421	551
Intergovernmental charges	568,880	556,704	(12,176)
Use of money and property	56,000	155,334	99,334
Licenses and permits	15,250	16,933	1,683
Sale of property and compensation for loss	118,215	117,586	(629)
Miscellaneous	-	397	397
Interfund revenue	243,195	172,466	(70,729)
State aid	478,669	478,669	-
Transfers	17,185	17,556	371
Total Year 2023	<u>\$ 6,057,614</u>	<u>\$ 6,076,416</u>	<u>\$ 18,802</u>

TOWN OF BRIGHTON, NEW YORK
Highway Fund - Expenditure Summary
For Years Ended December 31, 2024 and 2023

<u>Year 2024:</u>	Actual		
	Budget	With	
	(Amended)	Encumbrances	Variance
Transportation	\$ 4,994,337	\$ 4,213,487	\$ 780,850
Employee benefits	1,223,775	1,190,908	32,867
Debt service	629,810	559,474	70,336
Transfer	45,000	45,000	-
Total Year 2024	<u>\$ 6,892,922</u>	<u>\$ 6,008,869</u>	<u>\$ 884,053</u>

<u>Year 2023:</u>	Actual		
	Budget	With	
	(Amended)	Encumbrances	Variance
Transportation	\$ 4,915,097	\$ 4,273,657	\$ 641,440
Employee benefits	1,125,205	1,060,336	64,869
Debt Service	551,200	550,994	206
Transfer	37,885	37,885	-
Total Year 2023	<u>\$ 6,629,387</u>	<u>\$ 5,922,872</u>	<u>\$ 706,515</u>

TOWN OF BRIGHTON, NEW YORK
Summary of Other Funds
For Years Ended December 31, 2024 and 2023

<u>Public Library</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 684,924	\$ 635,393
Revenues	2,488,978	2,407,778
Expenses	(2,461,502)	(2,358,247)
Fund balance, ending	<u>\$ 712,400</u>	<u>\$ 684,924</u>

* Of the \$712,400 fund balance, \$328,033 is in a general reserve and \$90,000 has been appropriated to support the 2025 budget.

<u>Consolidated Water</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 587,565	\$ 556,177
Revenues	35,211	35,163
Expenses	(3,590)	(3,775)
Fund balance, ending	<u>\$ 619,186</u>	<u>\$ 587,565</u>

* Of the \$619,186 fund balance, \$141,267 is in a capital reserve.

<u>Miscellaneous Special Revenue</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 887,738	\$ 767,521
Revenues	139,589	123,442
Expenses	(3,349)	(3,225)
Transfers	(50,577)	-
Fund balance, ending	<u>\$ 973,401</u>	<u>\$ 887,738</u>

<u>Lighting</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 150,284	\$ 104,875
Revenues	420,119	414,128
Expenses	(410,961)	(368,719)
Fund balance, ending	<u>\$ 159,442</u>	<u>\$ 150,284</u>

* Of the \$159,442 fund balance \$68,000 has been appropriated to support the 2025 budget.

<u>Consolidated Sewer</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 1,388,536	\$ 1,150,585
Revenues	2,095,826	1,982,997
Expenses	(1,913,581)	(1,700,711)
Transfers	15,032	(44,335)
Fund balance, ending	<u>\$ 1,585,813</u>	<u>\$ 1,388,536</u>

* Of the \$1,585,813 fund balance, \$250,500 is in a capital reserve and \$90,000 has been appropriated from fund balance to support the 2025 budget.

<u>Drainage</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 30,031	\$ 28,705
Revenues	7,368	7,158
Expenses	(6,145)	(6,152)
Transfers	333	320
Fund balance, ending	<u>\$ 31,587</u>	<u>\$ 30,031</u>

<u>Business Improvement</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 3,756	\$ 3,523
Revenues	1,938	1,798
Expenses	(1,570)	(1,565)
Fund balance, ending	<u>\$ 4,124</u>	<u>\$ 3,756</u>

<u>Park Special District</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 9,665	\$ 10,145
Revenues	5,618	5,080
Expenses	(3,180)	(5,560)
Fund balance, ending	<u>\$ 12,103</u>	<u>\$ 9,665</u>

* Of the \$12,103 in fund balance \$500 has been appropriated to support the 2025 budget.

<u>Refuse</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 78,700	\$ 70,324
Revenues	1,354,649	1,274,929
Expenses	(1,322,694)	(1,266,553)
Fund balance, ending	\$ 110,655	\$ 78,700

<u>Ambulance District</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 78,478	\$ 129,451
Revenues	456,399	448,023
Expenses	(510,899)	(498,996)
Fund balance, ending	\$ 23,978	\$ 78,478

<u>Neighborhood Improvement</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 11,012	\$ 10,506
Revenues	28,969	4,510
Expenses	(470)	(4,004)
Fund balance, ending	\$ 39,511	\$ 11,012

<u>Sidewalk Snow Removal</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 173,254	\$ 117,786
Revenues	85,529	80,868
Expenses	(41,093)	(25,400)
Fund balance, ending	\$ 217,690	\$ 173,254

* Of the \$217,690 in fund balance \$25,000 has been appropriated to support the 2025 budget.

<u>Consolidated Sidewalk</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 83,468	\$ 91,232
Revenues	332,337	274,573
Expenses	(352,469)	(282,337)
Fund balance, ending	\$ 63,336	\$ 83,468

<u>Fire Protection</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ -	\$ (58,544)
Revenues	- -	68,502
Expenses	- -	(9,958)
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>

<u>Debt Service</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 567,361	\$ 648,229
Earnings	15,470	16,542
Transfers, net	(71,828)	(97,410)
Fund balance, ending	<u>\$ 511,003</u>	<u>\$ 567,361</u>

* Of the \$511,003 in fund balance \$93,935 has been appropriated to support the 2025 budget.

<u>Capital Projects</u>	<u>2024</u>	<u>2023</u>
Fund balance, beginning	\$ 544,063	\$ 272,936
Revenues	582,103	2,464,422
Expenses	(2,890,732)	(4,101,400)
Transfers, net	790,162	109,349
Serial bonds issued	1,388,000	285,000
Bond anticipation notes	-	40,000
Leases	198,925	1,473,756
Fund balance, ending	<u>\$ 612,521</u>	<u>\$ 544,063</u>



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

April 17, 2025

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

Re: 2025 Budget Amendment for Debt Service Reserve Transfer

Dear Honorable Town Board:

Each year we transfer a portion of our Debt Service Reserve Account balances by project to the appropriate fund to offset a portion of the debt service payment for that year. This year the amounts transferred were slightly higher than budgeted because of interest earned in the Debt Service Reserve Accounts. The following budget amendments reflect those changes in the actual debt service transfers for 2025.

V.DEBT.9700.9.25	Transfer to General Fund	\$140.00
V.DEBT.9700.9.35	Transfer to Highway Fund	\$2,035.00
V.DEBT.9700.9.40	Transfer to Library Fund	\$10.00
V.DEBT.9700.9.46	Transfer to Drainage District	\$20.00
V.DEBT.9700.9.50	Transfer to Sewer District	<u>\$210.00</u>
	Total	\$2,415.00
A.DPW.1620.5050	Transfer from Debt Service Fund	\$55.00
A.HWY.5132.5050	Transfer from Debt Service Fund	(\$635.00)
A.PARKS.7100.5050	Transfer from Debt Service Fund	\$720.00
D.HWY.5110.5050	Transfer from Debt Service Fund	\$680.00
D.HWY.5130.5050	Transfer from Debt Service Fund	\$1,355.00
L..LIBRY.7410.5050	Transfer from Debt Service Fund	\$10.00
SD.DRAND.8548.5050	Transfer from Debt Service Fund	\$20.00
SS.SEWER.8120.5050	Transfer from Debt Service Fund	\$205.00
SS.SEWER.8135.5050	Transfer from Debt Service Fund	<u>\$5.00</u>
	Total	\$2,415.00

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

Sincerely,

Earl Johnson

Earl Johnson
Director of Finance



Town of Brighton

Finance Department

Earl Johnson
Director of Finance

April 17, 2025

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

RE: 2025 Capital Project Closeout to Debt Service Fund (H.TRUCK.HWY23 Res03-22-2023-06)

Dear Board Members:

I am requesting Town Board authorization to record a 2025 Capital Project closing to the Debt Service Fund for the purchase of the Highway Dump Truck with Plow Purchase. This purchase has been bonded and there will be no further costs allocated to this project. As the bond resolution does not instruct remaining proceeds to be returned to a reserve the balance of the bond funds shall be closed out to the Debt Service Fund (V) and be used toward future bond payments for this project. The amount below will be amended by any 2025 interest earned when the close out takes place.

The journal entry to move these funds is as follows:

H.TRUCK.HWY23.9.20	Transfer to Debt Service	Dr \$1,901.63
H.201.20	Savings Account at Chase	Cr \$1,901.63
Project: Cash.H.HWY23 – Cash, Cap Fund		
V.201.20	Savings Account at Chase	Dr \$1,901.63
Project: Cash.V.HWY23 – Cash, Debt Fund		
V.DEBT.5055.HWY23	Cntb from Cap Fund-HWY23	Cr \$1,901.63

The budget amendment entry needed is as follows:

H.TRUCK.HWY23.9.20	Transfer to Debt Service	Inc \$1,901.63
H.TRUCK.HWY23.4.53	Attorney Fees	Dec \$1,901.63

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



Town of
Brighton

Parks Department

Matthew Beeman
Superintendent of Parks

May 2, 2025

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

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with Young Explosives for the 2025 July 4th fireworks display. The cost will be \$17,000 and funding is available in our 2025 celebration budget. As part of their agreement, the contractor is required to submit a certificate of insurance naming the Town of Brighton as additionally insured. In addition we will also secure all the needed permits required for the display.

I will be happy to answer any questions you may have regarding this matter.

Sincerely,

Matt Beeman
Superintendent of Parks

Cc:
E. Johnson
A. Banker
B. Monroe

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 28th day of April, 2025 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Brighton
220 Idlewood Road
Rochester, NY 14618

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Meridian Centre Park: 2025 Meridian Centre Blvd., Rochester, NY 14618

on the date of Friday, July 4, 2025 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. Exhibition of Fireworks Display

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. Spectator Control

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with **no extra charge**. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be **no charge**. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. Terms of Payment

a) The customer agrees to pay Young, or his agent, the total sum of seventeen thousand Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

Night of the Exhibition, or on 25, 20 25.

b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of 1 1/2 % per month on any delinquent balance which is not paid until paid in full.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. Entire Agreement

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. Amendments; New York Law

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. Miscellaneous

(a) Customer Contact Name(s) and Information

1. Name: Matt Beeman

Home/Work: (585) 784-5262

Cell: _____

Email: matt.beeman@townofbrighton.org

2. Name: _____

Home/Work: _____

Cell: _____

Email: _____

(b) Contact Night of Display

Name: Matt Beeman

Cell: _____

Time of Display: 9:50 AM PM

(c) Send Invoice to:

Name: Matt Beeman

P.O. #: _____

Email: matt.beeman@townofbrighton.org

(d) Insurance Information

Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Brighton, NY; New York State Canal Corporation; New York State

(e) Customer Requests

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.

Customer will provide 5 people to review and clean up display site & fallout area on 7/5/25 at 8am with YEC representatives. Customer will apply for and provide YEC with copies of the 3 required permits:

NYS Canal Corp., NYS Office of Fire Prevention and Control, and Town of Brighton

YEC will provide customer with required documents to obtain permits.

(f) Permits

Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

Young to apply for the Permit(s) on Customer's behalf:

Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the display price on the front of contract.

INCLUDE the above permit costs in the display price on the front of the contract.

Total sum \$ 17,000.00 Dollars

The parties sign below:

**Young Explosives Corp.
Display Fireworks**

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

www.youngexplosives.com

E-Mail: fireworks@youngexplosives.com

President

Young Explosives Corp.

Title

James R. Young

Customer

Title

(Please Print Name)



Parks Department

Matthew Beeman
Superintendent of Parks

May 2, 2025

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

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with the Skycoasters for the 2025 July 4th celebration. The cost for their performance will be \$4,000, and funding will be available from our celebration budget and potential community sponsorships if needed. As part of their agreement, the Skycoasters are required to submit a certificate of insurance, naming the Town as certificate holder and additionally insured. The certificate will be received prior to the event.

I will be happy to answer any questions you may have regarding this matter.

Sincerely,

Matt Beeman
Superintendent of Parks
Town of Brighton

Cc:
E. Johnson
A. Banker
B. Monroe

* the *Skycoasters* *

12 Windchase Rise
Fairport, NY 14450

This contract made on 4/26/25, by and between the presenter and the undersigned performed as leader or attorney-in-fact and such extras as the said performer(s) may secure.

Presenter: Town of Brighton
Date: FRIDAY JULY 4, 2025
Location: Meridian Center – July 4 Celebration
Start/Finish Time: 8:00 – 9:45 PM (presenter provides stage & tent at their expense)
Terms Agreed Upon: \$4,000.00

The Presenter agrees to provide the following at **NO CHARGE** to the Skycoasters. If any of these listed items cannot be made available, please advise us, as we will be glad to work with you to make adjustments, or alternative arrangements. **Contact name/number at your event site with whom we can discuss set-up details –**

ELECTRICITY REQUIREMENTS: Six (6) separate 20-amp dedicated circuits (outlets) with nothing else connected to them and circuits need to be within 25 feet of the stage area. If you don't have 6 outlets, please contact us and we will work around the issue with your event site person.

STAGING: All staging, platforms, and dance flooring, need to be assembled and in place prior to the arrival of the Skycoasters' crew. **For smaller shows (i.e., weddings), if you do not want the band on a stage, that is fine...it is your choice. If you do choose to have a stage, we request an overall stage size of 16' x 20' or equivalent space without a stage. Please make sure the 20' side of the stage is facing the audience and 16' deep. For larger shows, when using a drum riser on the stage: A drum riser measuring 8' wide and 8' deep x 1' high and should be located in the center towards back of stage.**

PARKING: Please reserve parking spaces for the Skycoasters' vehicles (two trucks and a bus), adjacent to the event location.

WEATHER: If the performance is to be outside, the presenter is requested to provide protection, such as a stage roof (covering) and plastic or tarps for instruments, sound and lighting equipment, in case of rain or other inclement weather.

HOSPITALITY: It would be appreciated if you could provide cold soft drinks and a sandwich platter for the band & crew (16 people) by 6 p.m. as they usually set up for the show in the late afternoon/early evening and then stay right on through the evening for the show

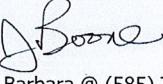
Please Note: NO deposit is due. Final balance is due the night of the performance and you can give the check made payable to
Skycoasters LLC to Jerry Boone

This contract shall bind and benefit the parties jointly and severally, and each and any performer or extra may enforce it. This contract constitutes the entire agreement between the parties with respect to its subject matter. It cannot be changed or waived in whole, or in part, except by a signed writing.

Presenter: _____

Performer: **Skycoasters LLC**

Auth. Signature _____

Auth. Signature 

Contact: _____

Office Manager: Barbara @ (585) 746-7634

Cell # _____

Tax I.D. #16-1437850

**The Skycoasters were Voted #1 Band in Rochester!
We look forward to your event and delighting you and your audience!**



Town of
Brighton

Public Works Department

Brendan Ryan
Assistant Engineer

May 5, 2025

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

Re: Home Acres Monuments Bid Documents Preparation

Dear Councilperson Salzman and Committee Members:

When the Home Acres neighborhood was constructed, a series of entrance monuments was constructed to frame the four main entrances and boundaries of the neighborhood. These monuments are constructed of field stone with lime mortar and are considered to have historical value. Over time, weathering and vandalism have degraded the monuments, and the Town hired Bero Architecture in 2022 to survey them and produce a report detailing the existing conditions and recommending next steps for their rehabilitation and preservation.

A Neighborhood Improvement District was created in 2002 as a mechanism to allow neighborhood-specific improvements in Home Acres, primarily the ongoing maintenance of these monuments. This district has collected money through a district charge on the property tax roll, and it has enough fund balance to proceed with the next step in the process of rehabilitating these monuments. The money to fund this project will be pulled from account SN.NID.NIDHA.4.49, the Neighborhood Improvement District's "Other Contract Services" account.

Town staff released a Request for Proposals on April 17, 2025, to solicit consultants to perform final design and prepare specifications to use in obtaining bids for the rehabilitation work at a later date, with responses due May 1, 2025. The Town received one response, from Bero Architecture, with a cost proposal of \$27,295. Bero Architecture was the architect of record for the last major repair project in 2002, as well as the firm selected in 2022 to provide the updated conditions report. As such, Town staff is confident in their expertise for this project.

Town staff is requesting authorization for the Town Supervisor to enter into an agreement with Bero Architecture for a sum not to exceed \$27,295 to complete this work, authorization for the Town Supervisor to sign change orders of up to 10% of the project cost, 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 May 7, 2025 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

Brendan Ryan
Department of Public Works



Public Works Department

Chad Roscoe
Junior Engineer

May 2, 2025

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

Re: Landfill Yardwaste Processing & Disposal Services for 2025
Recommendation of Award

Dear Councilperson, Salzman and Committee Members:

Bids for the above-mentioned services were publicly advertised and publicly opened, all as required by law. Bids were received and opened on 4/42/25 at 10am. One Contractor submitted a bid to provide these services as outlined in Table-1 below.

Table-1

<u>Company Name</u>	<u>Cost for Processing and Hauling Waste</u>	<u>Credit</u>	<u>Total Base Bid</u>
Green Renewable Inc.	\$ 25,000	\$ 0	\$25,000

This service was not a budgeted expense for 2025 and therefore I am asking that the Board allow the Finance Department the ability to make the necessary budget modifications.

We request that the FASC recommend that the Town Board award the contract to provide yard waste processing and disposal services to the low, responsive, and responsible bidder, Green Renewables Inc., with the option to extend the contract for two additional years.

As always, thank you for your consideration. I will attend the next regularly scheduled meeting if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Chad Roscoe".

Chad J. Roscoe

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 - RCH - Chad Roscoe
2300 Elmwood Ave
Rochester, NY, 146182145

Re: Legal Notice 4046305, Town of Brighton
State of NY }
} SS:
County of Monroe }

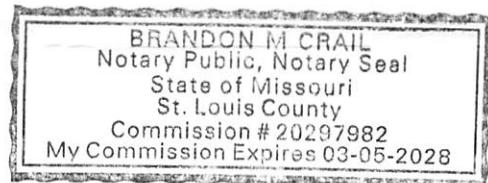
The undersigned is the authorized designee of Ben Jacobs/Associate Publisher of The Daily Record (NY), a Daily newspaper published in Rochester, NY. A notice was published in said newspaper. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Monroe County for this purpose. The dates of the publication were as follows: 04/09/2025

Sworn to me on this 10th day of April 2025

By Mitt Patel
Mitt Patel

Authorized Designee of the
Publisher

Brandon M. Crail
Notary Public, State of MO
No. 20297982
Qualified in St. Louis County
My commission expires on March 5,
2028



ADVERTISEMENT FOR BIDS

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

YARD WASTE PROCESSING AND DISPOSAL

FOR THE TOWN OF BRIGHTON, MONROE COUNTY

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

680 Westfall Road, 2nd floor Rm 201

Rochester, New York 14620

Date: Thursday, April 24th, 2025

Time: 10:00 A.M. Local Time

The work consists principally processing the Town's organic waste stream, inclusive but not limited to brush, logs and wood wastes in the designated and agreed upon stockpile location(s) situated on site at the Facility located at 444 Browncroft Blvd. The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Specifications are available for download from the Towns website (www.townofbrighton.org) under the Town Departments - Public Works - Current Bid Offerings

Bids must be made in writing on the forms furnished.

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.

The Town of Brighton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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 noncollusive 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.

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

Dated: April 9nd, 2025

Town of Brighton

4046305 4-9-1t



Town of Brighton

Public Works Department

Chad Roscoe
Junior Engineer

May 2, 2025

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

Re: Monroe Avenue GIGP Project
Green Infrastructure Maintenance
Contract Award

Dear Councilperson, Salzman and Committee Members:

The bids for the above-mentioned project were publicly advertised and publicly opened, all as required by law. Bids were received and opened on April 29, 2025, at 10:00 AM. Attached is the bid notice for your reference.

One (1) contractor, Plant Concepts Inc., obtained the bidding documents and submitted a bid proposal. The bid pricing submitted by Plant Concepts to provide maintenance for each type of green infrastructure practice along the Monroe Avenue GIGP project is shown in Table-1 below.

Table-1

Payment Item	Description	Unit	Total Cost
001	Bioretention Area	LS	\$20,000
002	Wetland Area	LS	\$20,000
003	Permeable Pavement	LS	\$2,350
Base Bid Total			\$42,350

I am requesting that FASC recommend that the Town Board award the contract to provide maintenance services for the green infrastructure along Monroe Avenue to the low, responsible and responsive bidder, Plant Concepts, Inc., for a total contract cost not to exceed \$42,350. Funds for this project is in ADPW.8510 4.43 Landscaping Maintenance of the approved amended budget for 2025.

The effective term of this contract is immediate through May 1st 2026, with an option to renew up to two (2) additional twelve (12) months periods at the sole discretion of the Town of Brighton.

As always, thank you for your consideration. I will be in attend your regularly scheduled meeting if you have any questions regarding this matter.

Respectfully,

Chad J. Roscoe
Junior Engineer

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



Affidavit of Publication

To: TOWN Of Brighton - RCH - Chad Roscoe
2300 Elmwood Ave
Rochester, NY, 146182145

Re: Legal Notice 4047847, TOWN OF BRIGHTON

State of NY }
 } SS:
County of Monroe }

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: 04/15/2025

By

Amanda Loyet

Authorized Designee of the
Publisher

Sworn to me on this 15th day of April 2025

Brandon M. Crail

Notary Public, State of MO

No. 20297982

Qualified in St. Louis County

My commission expires on March 5,
2028



ADVERTISEMENT FOR BIDS

The Town of Brighton, Monroe County, New York will receive sealed bids for the maintenance services associated with the

**TOWN OF BRIGHTON
MONROE AVENUE GIGP PROJECT
GREEN INFRASTRUCTURE
MAINTENANCE SERVICES**

Sealed Bids must be received at the following place and time:

Place: Town of Brighton

Department of Public Works

680 Westfall Road

Rochester, New York 14620

Date: April 29, 2025

Time: 10:00 AM Local Time

The work consists principally of maintaining the green infrastructure practices associated with the Town of Brighton Monroe Avenue GIGP project. The project extends along the north and south side of Monroe Avenue from approximately the intersection of Monroe Avenue and Elmwood Avenue to the intersection of Westfall Road and Monroe Ave.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed. Interested qualified contractors may download Bid Documents from the Towns website (www.townofbrighton.org) under the Town Departments - Public Works - Current Bid Offerings

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 noncollusive 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.

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

This contract will start with the date of the contract award and run for one year with the option to renew the contract up to two (2) additional twelve (12) month periods at the sole discretion of the Town of Brighton.

Dated: April 15, 2025

Town of Brighton

4047847 4-15-1t



To: Honorable Finance Committee
From: Amy Banker
Date: April 30, 2025
Re: Budget Transfer

The Sewer Department is requesting a transfer of \$65,000 from SS.8120.4.52 (Engineering Fees) and \$35,000 from SS.SEWER.8120 2.80 (Construction Repair) to SS.8120. 2.22 (trucks/vans), to make funds available for the replacement of Sewer Truck #29 (2012 Mack). Funds are available due to the bid for the Allens Creek Sewer Study coming in at \$102,301 (plus 10% possible change orders) which is under the \$175,000 that was budgeted. Construction Repairs have come in under budget for the last three years.

This dump truck is used for a wide variety of projects. Due to age and extensive wear and tear, this truck is in the shop for repairs, on average (in the past year) every four weeks. Maintaining this truck is costly from labor, parts, and general operation of the truck and it is a good time to retire the vehicle from town service.

According to Mack, the largest costs to maintain trucks at this age is due to emissions repair, which can be between \$10-20k per repair. The best practice is to rotate trucks in a 10–12-year span, especially municipality trucks that are in demand daily.

The 2025 Mack model that would be available to replace the current sewer truck #29, is offered at \$140,397.90. The potential proceeds from auction/sale is ~\$40,000, resulting in a net cost of \$100,397.90. If for some reason these budget amendments become inadequate, we ask that the board approve using Sewer Equipment Reserves for the remaining difference up to \$35,000. The current balance of the Sewer Equipment Reserve is \$251,726.

As always, thank you for your consideration.

Amy Banker
Accountant

Cc: W. Haefner
B. Monroe
E. Johnson
T. Jason



Brighton

Public Works Department

Ken Hurley, P.E.
Town Engineer

May 2, 2025

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

Re: Town Hall Renovation- Landry Mechanical (Contract #3)

Dear Councilperson Salzman and Committee Members:

At the November 13, 2024 Town Board meeting, the Board approved awarding of the Town Hall Renovation Contract #3 (Plumbing) to Landry Mechanical for the bid amount of \$396,482.00. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the base bid (\$39,648.20). Currently, the Supervisor has approved change orders in the amount of \$33,587.78.

As part of the Town Hall renovation process, the existing ceilings in the building had been removed to allow for utility replacement. Upon removal of the ceilings, it was observed that the library building's water distribution system was connected directly to the Town Hall's water system. To allow for work on the Town Hall water pipes, the building's water service is temporarily shut down. This creates a problem as when the water is turned off in the Town Hall, the water for the library also gets shut down. Cold water is currently being provided to the library, but the hot water service has been shut down for almost three weeks. In an effort to cease water outages in the future and to provide hot water service to the library building, the Town has asked Landry Mechanical for a proposal to be able to continuously provide water to the library without disruptions.

Attached is a proposal from Landry that provides a cost to route new water piping from the Town Hall mechanical room that would create a water system for the library that is completely independent of the Town Hall's system. The proposal also includes installing a hot water heater and recirculation pump in the library. This solution would eliminate the necessity of intermittently shutting down water service to the library throughout the duration of construction. The proposal for this library water piping system is \$41,827.47. This proposal amount would increase the total change order amount over the authorized 10% of the base plumbing contract amount. I recommend that the Supervisor be authorized to sign a change order for this work in the amount of \$41,827.47.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled May 7, 2025, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Glenn Layton

May 2, 2025

Brighton Town Hall
2300 Elmwood Ave
Rochester NY 14618



Mechanical Contractors

164 Flint Hill Road
Leroy NY 14482
t 585.538.6000
f 585.538.6006

Attn: Evert Garcia

Re: Work associated with providing dedicated cold, hot and recirc piping to the library.

Landry Mechanical Contractors, Inc.

Labor

Piping/water heater installation	205 Hours	\$100.00 Hour	\$20,500.00
			\$0.00
			\$0.00
			\$0.00

Material & Equipment

Pipe, Valves & Fittings	\$9,682.00
Water heater and recirc pump	\$2,478.00
	\$0.00

Consumables/Expendables

<u>Subcontractors</u>			
Star Insulation		\$4,957.00	
		\$0.00	
		\$0.00	
			Subtotal \$37,799.40

OH&P	10%	\$3,284.24	
Subcontractor OH&P	5%	\$247.85	
			Subtotal \$41,331.49
Bond	1.2%		\$495.98

Please do not hesitate to contact us if any further information if needed.

Regards,

Brandon Mcgrain

Brandon Mcgrain
Project Manager
Landry Mechanical Contractors, Inc.

Authorized Signature*



Town of
Brighton

Public Works Department

Ken Hurley, P.E.
Town Engineer

May 2, 2025

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

Re: Town Hall Renovation- In/Ex Contract – Foundation Design subcontractor

Dear Councilperson Salzman and Committee Members:

At the April 10, 2024, Town Board meeting, the Board approved awarding of the Phase 2 -Town Hall Renovation design contract to In/Ex Architecture for \$820,647. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the contract, with a condition that the proposal costs from each subconsultant not exceed 10% of the subconsultant base cost. Under the In/Ex contract, Geotech testing was proposed by Foundation Design, P.C. for a cost of \$13,250. Ten percent of this subcontract would be \$1,325.

The initial scope of work for Foundation Design did not include soil borings and infiltration testing to determine potential locations for underground stormwater storage. Foundation Designs provided a proposal through In/Ex to perform 26 infiltration tests and 26 soil borings to determine groundwater depth. This proposal of work totaled \$14,500. This amount exceeds the approved 10% contingency.

I recommend that the Supervisor be authorized to sign a change order to In/Ex for this work in the amount of \$14,500 to cover the cost of geotechnical testing.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled May 7, 2025, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Glenn Layton



Public Works Department

Ken Hurley, P.E.
Town Engineer

Brighton

May 2, 2025

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

Re: Town Hall Renovation- In/Ex Contract – EDR subcontractor

Dear Councilperson Salzman and Committee Members:

At the April 10, 2024, Town Board meeting, the Board approved awarding of the Phase 2 -Town Hall Renovation design contract to In/Ex architecture for \$820,647. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the contract, with a condition that the proposal costs from each subconsultant not be exceeded by more than 10%. Under the In/Ex contract, site design was proposed by EDR Landscape and Civil for a cost of \$180,527. Ten percent of this subcontract would be \$18,527.

During the month of March, we received a copy of the site plan design to-date (75% submission) and met with In/Ex and EDR to discuss what the final sitework should entail and what the remaining design cost would be in consideration of the desired final outcome. EDR submitted a proposal (attached) through In/Ex to complete the desired design drawing and provide construction documents at a cost of \$65,000. This cost would exceed the approved 10% change order limit for the site design component of the In/Ex contract.

I recommend that the Supervisor be authorized to sign a change order to In/Ex for this work in the amount of \$65,000.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled May 7, 2025, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Glenn Layton



April 15, 2025

Heather Landis
Project Manager
IN/EX Architecture P.C.
133 S. Fitzhugh Street
Rochester, NY 14608

**RE: Updated Amendment 4 - Additional Services – Brighton Town Hall Phase II
EDR Project No. 24170**

Dear Heather:

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR) is pleased to provide IN/EX Architecture, P.C. (Client) with this proposal for additional services for the Brighton Town Hall Phase II (Project). This proposal has been developed based on previous meetings and correspondence, as related to ongoing site and stormwater design modifications.

SCOPE OF SERVICES

Based on our understanding, we offer the following scope of services:

Task 1 – Stormwater Modeling Analysis and Stormwater Pump Station Design (Completed scope to 75% Design Level)

In a meeting on Decemeber 3, 2024, the Town instructed EDR to provide additional stormwater modeling analysis for the Project site including gravity fed subsurface storage based on the results of additional geotechnical infiltration testing. In a meeting on January 14, 2025, the Town instructed EDR to direct as much stormwater to Elmwood Avenue as allowed. Services completed:

- Calculation of existing and proposed stormwater volumes and rates for system sizing and preparation of a layout of pipes, inlets, and storage areas.
- Preparation of utilities and details plan sheets reflecting proposed storage and infrastructure.
- Identification of possible disruptions to existing utilities from proposed stormwater improvements.
- Revision to SWPPP report to include the 2025 Permit requirements.
- Analysis of the Elmwood Avenue stormsewer system to develop flow rates and volumes and peak flow timing for pumping requirements.

The geotechnical report provided by Foundation Design, P.C. on January, 20, 2025 showed no infiltration on the Project site. Based on these results and the stormwater modeling analysis, EDR was directed to revise the stormwater management approach to accommodate the 100-year storm flows and volumes to a subsurface stormwater pumping system. EDR designed the pumping components related to a duplex stormwater pump station and associated forcemain to the Elmwood Avenue storm sewer system. Services completed:

- Hydraulic analysis of pump station and force main.
- Preparation of pump layout design.
- Coordination with product vendors for pump selection, etc.
- Pump station electrical design and associated detail plan sheets.

Please note: This work was completed to a 75% design level, but budget constraint require a redesign of the project as outlined in Meeting Minutes No. 9.

Task 2 – Relocation of Town Hall Monument and Cannon Pedestal

At Design Development, the Town Hall Monument Sign and the Cannon Pedestal were to remain in place (including the plaque on the Pedestal) and protected during construction. In a meeting on October 10, 2024, the Town instructed the Design Team to relocate both of these structures, which will require new foundations. Services include:

- Structural engineering design of the foundations and reinforcement with In/EX Architecture's design of the Town Hall Monument Sign and the Cannon Pedestal.

Task 3 – Site Redesign based on Meeting Minutes No. 9

At a meeting with the Design Team, the Town requested that the Site to be redesigned to a budget of 3 million dollars with the scope of the redesign as outlined in Meeting minutes No. 9. Services include:

Design Development:

- Design new / relocated stormwater structures and pipes
- Revise demolition plans
- Revise curbs, pavements, labels, and dimensions
- Revise landscape design
- Revise Grading
- Update site and landscape details and specs
- Attend one in-person meeting for Client to review
- QA/QC

SWPPP Development and Construction Documents

- Revise SWPPP document to include new design
- Revise drainage maps and calculations
- Incorporate Client comments from Design Development submission into Construction Documents
- Finalize stormwater management system design
- Update grading as needed
- Finalize landscape design
- Update site and landscape details and specifications
- Develop Staging and Phasing Plans
- Attend one in-person meeting for Client Review after 90% Submittal
- Incorporate Client comments into 100% submittal
- QA/QC – 90% and 100% Review Submissions
- Revisions to QA/QC – 90% and 100% Review Submissions
- Prepare Itemized bid list

SCHEDULE

EDR will initiate work on these scope of services items (described herein) after Client/Owner approval of the proposal/agreement. Assuming the approval is received by April 21, 2025, the design schedule would be as follows:

- a. Verification of the \$3 Million project budget and 2D Design Development Site Plan layout plan – April 28, 2025
- b. Comments due from Owner & Client – May 5, 2025
- c. 90% Review Construction Document – May 26, 2025
- d. Comments due from Owner & Client – June 2, 2025
- e. 100% Review Construction Documents – June 16, 2025
- f. Comments due from Owner & Client – June 23, 2025
- g. Final Construction Documents Package – July 7, 2025
- h. Town of Brighton Bid project in July 2025

FEE PROPOSAL

EDR will perform the services identified above on a lump sum basis by Task for the fee described below in accordance with this executed agreement.

Task 1 (Completed)	\$25,000
Task 2	\$10,000
Task 3	\$30,000
TOTAL FEE	\$65,000

Please contact us if you have comments or questions about the information included in this proposal. Should you find this proposal acceptable, please forward your subconsultant agreement for our review.

Sincerely,



Thomas FJ Dussing, PE
Principal, Engineering