

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

**Meeting Date: Tuesday, March 1, 2016 (3:30 pm)
Location: Downstairs Meeting Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the February 18, 2016 meeting.
2. Contract for July 4th Fireworks Display (Parks) – Request from Matt Beeman for Town Board authorization to enter into a contract with Young Explosives for the July 4, 2016 Town fireworks display at a cost of \$11,400 (see letter from M. Beeman).
3. Solicit Bids for Demolition (Public Works) – Request from Mike Guyon for Town Board authorization to solicit requests from bidders for services to demolish a structure at 36 Landing Park and for air monitoring services relating to the demolition (see letter from M. Guyon.)
4. Declare as Surplus and Trade-In for New One Backhoe Loader (Highway/Sewer) – Request from Tim Keef for Town Board action to declare one Caterpillar backhoe loader as surplus and to authorize the trade-in of said loader for one new loaders at a total net cost of \$4,700 (see letter from T. Keef.)
5. Discussion – Discussion with Tim Keef regarding yard waste processing services.
6. Budget Amendment for Capital Projects (Finance Dept.) – Request from Suzanne Zaso for Town Board authorization to re-appropriate ongoing capital projects into the 2016 (see memo and spreadsheet from S. Zaso).

The next regularly scheduled meeting of the FASC will be held **Tuesday, March 15, 2016 at 3:30 pm**, in the Stage Conference Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

2a



TOWN OF BRIGHTON
RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

220 Idlewood Road
Rochester, NY 14618
<http://www.townofbrighton.org>

(585) 784-5260
Fax: (585) 784-5365
TTY: (585) 784-5381

February 23, 2016

Honorable Finance 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 2016 July 4th fireworks display. The cost will be \$11,400 and funding is available in our 2016 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.

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

Sincerely,

Matt Beeman
Superintendent of Parks

(26)

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 2nd day of February, 20 16 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

Meridan Center Park

on the date of Monday, July 4, 20 16 in a location to be designated by the customer and approved by Young.

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

1. Guaranteed Exhibition of Fireworks

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

2. Spectator Control

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to 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 on page 2 of the contract or if notified by written notice from 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) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with *no extra charge*.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
- 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 for special work and for nonrefundable fees outlined in this contract. 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.

6. Terms of Payment

- a) Check box that applies: Young requires no down payment. Young requires a down payment of \$ _____, due by _____ 20 ____ If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
- b) The customer agrees to pay Young, or his agent, the total sum of Eleven thousand four hundred Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
- c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all 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.

Total sum 11,400.00 Dollars

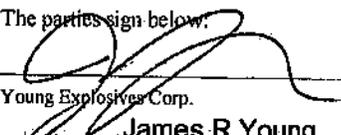
Young Explosives Corp.
Display Fireworks

(800) 747-1781
(585) 394-1783
(585) 396-2663 Fax
P.O. Box 18653
Rochester, NY 14618

YoungExplosives.com

E-Mail: fireworks@youngexplosives.com

The parties sign below.



Young Explosives Corp.
James R Young

(Print Name)

Customer Signature

(Print Customer Name)

President

Title

Title

2c

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 here, of and there are no other understandings, whether oral or written, regarding the subject matter hereof.

Customer Contact Name(s)

Matt Beeman
Superintendent of Parks

Send Invoice to:

Address on front OR Name/Address below

Additional Contact Name/Information

Telephone (with Area Code)

Work: 585.784.5262
Fax: 585.784.5365
Home: _____
Cell: _____
Email: matt.beeman@townofbrighton.org

Work: _____
Fax: _____
Home: _____
Cell: _____
Email: _____

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; New York State Canal Corporation; New York State

Customer Requests

Time of show: 10:00 AM PM

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 show is a surprise for someone), etc.

Customer agrees to provide 5 people to review and clean up display site and fall out area on July 5th at 8:00am
with Young Explosives Corporation representative

Customer will apply for and provide Young with copies of the 3 required permits: NYS Canal Corp, NYS Office of Fire Prevention & Control and Town of Brighton. Young will provide customer with required permit support documents.

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 your 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 show price on the front of the contract.

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



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

3a

February 26, 2016

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

Re: Solicit Bids for Demolition
36 Landing Park

Dear Councilperson Werner and Committee Members:

Chapter 51 of the Code of the Town of Brighton indicates that when information that a building or structure is dangerous or unsafe to the general public or is unfit for the purposes for which it may lawfully be used, the Commissioner of Public Works shall have the property inspected and have a written report prepared with recommendations about its repair or demolition. The Town has received information regarding the unsafe condition of the structure at 36 Landing Park. A site inspection was conducted on January 28, 2016 to assess the condition of the home at 36 Landing Park. This assessment was limited to the exterior due to the unsafe condition of the structure.

The home at 36 Landing Park was severely damaged by a fire in April 2015. The Town Engineer conducted a site visit to assess the condition of the structure on January 28, 2016. The results of this site visit are documented in a written report prepared by Michael E. Guyon, Town Engineer dated January 29, 2016. This report concludes that the structure at 36 Landing Park is unsafe to the general public, may become or is rodent infested and is unfit for the purposes for which they may lawfully be used. The report further recommends this structure is unsafe buildings and should be demolished to insure the health, safety and welfare of the general public.

I am requesting that the FASC recommend that the Town Board authorize the Department of Public Works to solicit a request for bidders to provide those construction services necessary to demolish the structure at 36 Landing Park referenced above. Due to the unsafe condition of this home we anticipate that the structure will be demolished with asbestos material in place. Air monitoring within the work areas is required by an independent third party during abatement and cleaning activities. Therefore I am also requesting that the FASC recommend that the Town Board authorize the Department of

2300 Elmwood Avenue • Rochester, New York 14618 • 585-784-5250 • Fax: 585-784-5373
<http://www.townofbrighton.org>



36.

Public Works to solicit a request for bidders to provide the required air monitoring services.

No action as to awarding either contract will be considered without returning to this committee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 1, 2016 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,



Michael E. Guyon, P.E.
Department of Public Works

Cc: Suzanne Zaso
Tim Keef
Chad Roscoe





4a

Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

PHONE: (585)784-5250 FAX: (585) 784-5368

February 29, 2016

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

re: Caterpillar Backhoe Trade In and
Declaration of Surplus Equipment

Dear Chairman DiPonzio and Committee Members:

The most recent NYSOGS contract allows for trading in our current Caterpillar backhoe(s) for new and unused current model year replacements. The cost breakdown is as follows:

Highway Department

New 2016 Cat 420F2 Backhoe	\$101,496.00
Current 2015 Cat 420F Backhoe (CAT0420FCHWD00673)	(\$99,796.00)
Price Increase	\$ 1,700.00
Price Adjustment for Hours used	\$ 3,000.00
Net Cost New 2016 Backhoe	\$ 4,700.00

Based upon our use of this equipment, its versatile performance and relatively inexpensive cost to participate in the OGS program, I request that the current backhoe (CAT0420FCHWD00673) be declared surplus and traded in as part of this transaction. Funds have been allocated in this year's budget (D.HWY 5130 2.23) for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled March 1, 2016 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

attachment

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

46.



4610 East Saille Drive Batavia, NY 585-815-6200	294 Ainsley Drive Syracuse, NY 315-476-9981	500 Commerce Dr. Clifton Park, NY 518-877-8000	55 Industrial Park Dr. Binghamton, NY 607-772-6500
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New York State Contract-- Group # 40625 - Heavy Equipment

OGS-NJPA Award - 22792

Contract Number - PC 66988

Town of Brighton

2016 Caterpillar 420F2 IT

93 SAE net horsepower, auto shift transmission, Tier 4 Final emissions, Firestone 12.5/80-18 12 ply front tires, Firestone 19.5L-24 12 ply rear tires, E stick, pilot operated backhoe controls, deluxe ROPS cab, dual cab doors, 4 front-4 rear work lights, tilt steering column, cloth air suspension seat with 2" retractable seat belt, heat and air conditioning, cold start package, AM/FM/Bluetooth radio, ride control, Caterpillar IT hydraulic quick coupler with a 3rd valve on loader, 1,015lb. front counterweight, reversible stabilizer pads, auto idle feature, boom wear plate, amber beacon, backhoe auxiliary hydraulic lines plumed to end of dipper stick, customer to keep loader and backhoe buckets, operator's and maintenance manuals and all manufacturers standard equipment. One year no hour limit warranty.

2016 Caterpillar 420F2 IT backhoe - - \$101,496.00

Paid for 2015 Cat 420F2 IT backhoe - - \$99,796.00

Price increase - - \$1,700.00

Estimated 300 hours of use - \$3,000.00

Total price, delivered - - \$4,700.00

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SUZANNE ZASO, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
Phone (585) 784-5210 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *M*
Date: March 1, 2016
Subject: Appropriation/Re-Appropriation of Capital Projects Budgets

I am requesting Town Board authorization of the Finance Department to take the following actions with regards to ongoing capital projects initiated in 2015 or prior years as detailed on the attached capital projects spreadsheet:

- To re-appropriate the balances of estimates for all unrealized revenues and all unexpended, unencumbered appropriations relating to ongoing capital projects initiated in years prior to 2016, and
- To appropriate into each capital project budget any interest earned on project monies through 12/31/2015, thereby providing additional spending authorization and excluding interest earned on borrowed funds (that have been properly transferred to the Debt Service Fund), and
- To direct and empower the Director of Finance to make any and all necessary accounting entries to implement the Town Board's intended actions with regard to this matter.

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

Attachment

Copy to: T. Keef
M. Guyon
A. Banker