

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

**Meeting Date: Wednesday, July 20, 2016 (8:30 am)  
Location: Downstairs Meeting Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the July 6, 2016 meeting.
2. Contract Amendment for Sidewalk Repairs (Special Districts) – Request from Tim Anderson for Town Board action to authorize a change order to the contract with Espana Enterprises to provide additional sidewalk repairs in the consolidated sidewalks and sewer districts (see letter from T. Anderson).
3. Highland Crossing Trail Amendatory Agreement (Public Works) – Request from Mike Guyon for Town Board action to authorize the Supervisor to execute an amendatory agreement with the City of Rochester to support a modification to the property easement terms and to the cost sharing formulation relating the Highland Crossing Trail project (see letter from M. Guyon).
4. Capital Improvement Plan for 2017–2019 – Review of the proposed 2017-2019 Capital Improvement Plan (CIP) for Town Operating Funds and Special Districts.
5. Executive Session – Employment of particular people.

The next regularly scheduled meeting of the FASC will be held **Wednesday, August 3, 2016 at 8:30 am**, in the Stage Conference Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.



Town Of Brighton

Operations Center

1941 Elmwood Ave. / Rochester, New York 14620 / Phone (585) 784 - 5280 Fax (585) 784 - 5385

2.

July 18, 2016

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

Re: 2016 Sidewalk Replacement Program  
Change Order #2

Honorable Members:

Due to additional sidewalk repairs performed by Espana Enterprises it is necessary to process an additional change order for the contract. The work associated with this change order will be charged to the Sewer Department and Sidewalk District for a total change order amount of \$4,399. Funds are available from the 2016 Budget in the Sewer account, SS.SEWER.8120 4.49 in the amount of \$1,604 and from the Sidewalk District account SK.SWLKD.5411 2.65 in the amount of \$2,795.

I will be available to attend your regularly scheduled July 20, 2016 meeting in the event that you have any questions regarding this matter.

Sincerely,

Timothy J. Anderson

Deputy Highway Superintendent

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



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

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June 29, 2016

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

Re: Highland Park/Canalway Trail  
City of Rochester  
Amendatory Agreement

Dear Councilperson DiPonzio and Committee Members:

The Genesee Transportation Council approved an amendment to the Highland Crossing Trail agreement which increases the project cost by \$1,663,800. The FASC at their April 5, 2016 meeting recommended that the Town Board authorize the Town Supervisor to endorse the NYSDOT Supplemental Agreement #4 to Master Federal Aid/Marchiselli Aid Project. This agreement allows the NYSDOT to reimburse the Town of Brighton eighty percent of the additional construction and construction inspection fees for this project. The remaining 20% of the project cost will be shared between the City of Rochester and the Town of Brighton. The agreement between the City and Town must be amended to accommodate the construction and construction inspection phase of the Highland Crossing Trail project.

We have developed an Amendatory Agreement between the Town of Brighton and the City of Rochester that defines the cost sharing methodology for funding the remaining 20% of the project cost associated with the construction and construction inspection for the proposed project. The construction bid documents will be developed to identify the cost of construction within the City and the cost of construction in the Town. The City and Town local share distribution will be based on the costs identified for each municipality in the bidding documents. Fisher Associates prepared a probable cost of construction which suggests that the Town share will be 63% and the city share will be 37%. These shares are subject to revision based upon the bid results.

Additionally, The Town Board at their October 14, 2015 meeting authorized the Supervisor to endorse an amendatory agreement with the City of Rochester regarding the property acquisition for the above reference project. This agreement was never executed by the City of Rochester. This amendatory agreement was needed due to a change in the property acquisition protocol. Initially, our consultant RK Hite suggested that the Town of Brighton acquire all the easements for the project and transfer the appropriate easements to the City of Rochester at the closing proceedings. The consultant then modified the acquisition process and has advised that the Town and City acquire easements within their respective jurisdiction. Subsequently, the City prepared an agreement amendment to reflect the modified acquisition process, extend the term of the agreement and reduce the matching contribution for right of way acquisition due to the City's direct involvement.

In lieu of separate agreement amendments we prepared an amendment which considers both the modified property acquisition protocol and the cost sharing methodology. A copy of the agreement amendment is attached for your consideration.

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



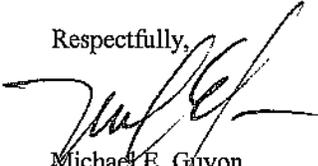
June 29, 2016

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I am requesting that the FASC recommend that the Town Board authorize the Town Supervisor to endorse the attached amendatory agreement.

I will be in attendance at your regularly scheduled July 20, 2016 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Respectfully,



Michael E. Guyon  
Department of Public Works

Cc Tim Keef  
Mary Ann Hussar  
Suzanne Zaso  
Ken Gordon



3c.

Amendatory Agreement for the  
Highland Crossing Trail  
(Formerly the Highland Park/ Canal way Trail)

This Amendatory Agreement is made, pursuant to General Municipal Law Section 119-0, between the Town of Brighton ("Brighton"), a municipal corporation having offices at Town Hall, 2300 Elmwood Ave., Rochester, New York, 14618, and the City of Rochester ("Rochester"), a municipal corporation having offices at City Hall, 30 Church St., Rochester, New York, 14614.

WITNESSETH:

WHEREAS, the Highland Crossing Trail formerly known as the Highland Park/Canalway Trail project ("Project") has been programmed for Federal assistance in the Genesee Transportation Council's Transportation Improvement Program as P.I.N. 4754.08; and,

WHEREAS, the Highland Crossing Trail formerly known as the Highland Park/Canalway Trail project ("Project") has been programmed for Federal assistance in the Genesee Transportation Council's Transportation Enhancement Program as P.I.N. 4754.08.321; and

WHEREAS, Brighton has executed a Standard Federal-Aid Highway and Marchiselli Aid Local Project Agreement, Supplemental Agreement No. 1, Supplemental Agreement No. 2 and Supplemental Agreement No. 3 by the New York State Department of Transportation for the preliminary engineering, final design, ROW incidentals and ROW acquisition phases of the Project; and

WHEREAS, the parties entered into an agreement for the preliminary engineering and final design of the Project (including the receipt and administration of Federal Aid for the Project) on September 25, 2008, Amendatory Agreement for preliminary engineering and final design on August 21, 2009, and an Amendatory Agreement for final design services and right of way acquisition on January 3, 2014; and,

WHEREAS, the parties now desire to amend said agreement to provide for construction and construction inspection for the Project; and,

WHEREAS, Brighton authorized such an amendatory agreement, (Supplemental Agreement No. 1) with the New York State Department of Transportation at a Town Board meeting on May 13, 2009; and,

3d.

WHEREAS, Brighton authorized such an amendatory agreement, (Supplemental Agreement No. 2) with the New York State Department of Transportation at a Town Board meeting on October 13, 2010; and,

WHEREAS, Brighton authorized such an amendatory agreement on, (Supplemental Agreement No. 3) with the New York State Department of Transportation at a Town Board meeting on May 22, 2013; and

WHEREAS, Brighton authorized such an amendatory agreement on, (Supplemental Agreement No. 4) with the New York State Department of Transportation at a Town Board meeting on \_\_\_\_\_; and

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties to amend the September 25, 2008 Agreement as follows:

1. Definition:

- a. Project Costs: The Project Costs shall be increased by \$1,663,800, for a new "not to exceed" amount of \$2,198,800.00. The Project Costs includes Design, Right of Way Incidental, Right of Way Acquisition, Construction and Construction Inspection.

2. Final Design Services and Right of Way Acquisition for the Project:

a. Right of Way Acquisition

The City of Rochester shall acquire all necessary easements and donations of real estate as needed for the project, within its municipal boundary. Based upon the preliminary appraisal values provided by RK Hite, plus closing costs, the City of Rochester's gross share of the acquisitions is estimated to be \$31,000. Federal funds will pay for 80% of the acquisition costs (\$24,800) with the City of Rochester funding the local 20% match (\$6,200).

The City of Rochester shall fund all acquisitions directly and submit for reimbursement through the Town of Brighton for the Federal share of the acquisition costs.

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b. Calculation of Shares

The City of Rochester's matching contributions, as calculated in amendatory C, totaled \$38,645.80. This amendatory shall decrease said City of Rochester match by \$6,200 due to the City of Rochester's direct acquisition of right of way. The City of Rochester's matching contribution shall be reduced to \$32,475.80.

3. Construction and Construction Inspection for the Project:

a. Calculation of the Shares

The Local Share of the Construction and Construction Inspection Services associated with this agreement shall be divided between the Town of Brighton and the City of Rochester based upon the construction bid results. The construction bid documents will be developed to identify the cost of construction within the City and the cost of construction within the Town. The City and Town local share distribution will be based on the costs identified for each municipality in the bidding documents.

Fisher Associates prepared a probable cost of construction which suggests that the Town share will be 63% and the city share will be 37% respectively. These shares are subject to revision based upon the bid results.

b. Construction

The total estimated project cost for Construction, based upon the Fisher Associates estimate, is \$1,305,390.38, with a City share of 37% and a Town share of 67%. Based upon this estimate the City of Rochester's gross share of the project Construction is estimated to be \$488,236.17 with matching funds of \$97,647.23 payable to the Town of Brighton. The Town of Brighton's gross share of the revised Construction is estimated to be \$817,154.21 with matching funds of \$163,430.84. These shares and totals are subject to revision based upon the bid results.

c. Construction Inspection

The total estimated project cost for Construction Inspection is \$253,800.00, with a City share of 37% and a Town share of 67%. Based upon this estimate the City of Rochester's gross share of the project Construction Inspection is estimated to be \$94,925.12 with matching funds of \$18,985.02 payable to the Town of Brighton. The Town of Brighton's gross share of the revised Construction Inspection is estimated to be \$158,874.88 with matching funds of \$31,774.98

The City of Rochester shall, within thirty days of the receipt of a written recommendation from Brighton, review the successful bidders construction cost and the amendatory agreement with the consultant's (Fisher Associates) services, and approve or disapprove of the award. This shall be furnished in writing to Brighton.

4. Terms and Conditions of the underlying Agreement

- a. All terms and conditions of the underlying Agreement (dated September 25, 2008) shall remain in full force and effect unless specifically modified herein.

The term of the agreement shall be extended until two (2) years after completion and acceptance of the construction of the Project or the termination of the grant agreement with the NYS Department of Transportation, whichever occurs first. This agreement may be amended, terminated, or extended thereafter, by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the  
 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF ROCHESTER  
 BY: \_\_\_\_\_  
 Lovely A. Warren, Mayor

**DRAFT**

TOWN OF BRIGHTON

BY: \_\_\_\_\_

William W. Mochle, Supervisor