



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

PENFIELD TOWN BOARD AGENDA

Wednesday, October 3, 2012, 7:30 PM

Supervisor R. Anthony LaFountain, presiding

- I Call to Order - Pledge of Allegiance - Roll Call
- II Public Hearing #1 – 2013 Preliminary and Special District Budget
- III Communications and Announcements
- IV Public Participation
- V Additions and Deletions to Agenda
- VI Approval of Minutes – September 5, 2012
- VII Petitions
- VIII Resolutions by Function

Law and Finance

12T-210 Authorization to Maintain Properties and Assess the Charges to the 2013 Property Tax Bills

12T-211 Authorization for Supervisor to sign a Contract with Sand County Studios to Prepare the Route 250 Transit Supportive Mixed Use Development District and the Manitou Lake Mixed Use District and Supporting Documentation

12T-212 Authorization for Supervisor to Execute a License and Hold Harmless Agreement with Owners of 14 Pine Brook Circle – Deck Encroachment into a Sanitary Sewer Easement

12T-213 Authorization for Supervisor to sign an Intermunicipal Out of District Sewer Use Agreement with the Town of Irondequoit (1070 Empire Boulevard)

Public Works - None

Public Safety

12T-214 Advertise for Bids to Maintain, Clean-up and Secure Properties as required under Article IV-4-28 and Article XII-12-21 of Chapter 29 of the Town Code

Community Services

12T-215 Authorization for Supervisor to Sign Recreation Contracts

- IX Old Business
- X New Business
- XI Public Participation
- XII Adjournment

Request for Proposals

for

Town of Penfield

Property Maintenance

October 11, 2012

To Perspective Bidders:

Notice is hereby given that the Town Board of the Town of Penfield is hereby seeking sealed bid proposals to provide maintenance for various properties within the town that may become abandoned, neglected and/or otherwise inadequately maintained by the owner thereof in accordance with the applicable property maintenance code requirements of the Town of Penfield for this upcoming year. This agreement will run from January 1, 2013 through December 31, 2013.

Sealed bids will be received by the Penfield Town Clerk at the office of the Penfield Town Clerk, Penfield Town Hall, 3100 Atlantic Avenue, Penfield, New York 14526 until **11:00 A.M., October 26, 2012**, prevailing time and will then be publicly opened and read.

1.0 GENERAL CONDITIONS

1.1 - Form – Proposals shall be arranged on a Unit Price basis using the attached **Bid Form**. *Note: The Town of Penfield makes no guarantees of the amount of work that may necessary during the contract time period nor will the Town of Penfield consider renegotiation of Unit Prices for Items for any reason.*

1.2 - Method of Award – The Town will award this work to the lowest responsible bidder based on the comparison of the proposed unit prices and conditioned upon the Bidder properly executing this proposal and meeting the requirements outlined in **1.4** and **1.5** herein.

1.3 - Wage Rates – The Bidder agrees to comply with provisions of New York State Labor Law with respect to payment of Prevailing Wages to the extent applicable to the Bidder. Wage Rate schedules can be obtained at www.labor.state.ny.us. The Bidder shall submit with each application for payment a Certified Payroll verifying wage rates that have been paid for each labor category.

1.4 - Bidder Qualifications – Each Bidder, upon request of the Town of Penfield, shall submit satisfactory proof of their capacity to perform work under this proposal. Such proof shall include documentation of equipment, labor force, office staff & function as well as references from other similar contracts. The Town of Penfield reserves the right to reject any proposal from a Bidder whom cannot satisfy the Town as to their ability to effectively and safely perform the work as defined herein.

1.5 - Insurance – The successful Bidder shall submit a Certificate of Insurance listing the **Town of Penfield as Additionally Insured** (Not Certificate Holder). The limits of Insurance shall be sufficient to cover work of this type, but in no case be less than \$2,000,000 General Liability, \$1,000,000 Auto Liability and \$2,000,000 Excess Umbrella Liability. Insurance provided shall be on a Primary and Non-Contributory basis and contain a Waiver of Subrogation endorsement. Evidence of these conditions shall be illustrated on the Certificate of Insurance.

The Bidder shall also show proof of Workmens Compensation Insurance on either of the following forms C-105.2 (Private Carriers) or the U-26.3 (New York State Insurance Fund). The ACORD Form will not be accepted.

1.6 - Laws & Safety – In submitting this proposal the Bidder acknowledges that they are aware of and will comply with all laws, rules and/or regulations pertaining to work to be performed under this proposal and Payment of appropriate Wage Rates to all employees involved with this award. The Bidder shall comply with any and all Occupational Safety Codes or Laws.

1.7 – Indemnification – The Bidder agrees to defend, indemnify, hold and save harmless the Town of Penfield, its officers, agents, servants, and employees, from and against any and all liability, damages, costs, or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including attorneys’ fees, brought against the Town of Penfield which may arise, be sustained or occasioned, either directly or indirectly by any person, firm or corporation, arising out of, or resulting from, the performance of the services by the Bidder, arising from any act, omission or negligence of the Bidder, its’ Agents and/or employees. Nothing in this Agreement is intended to relieve that Town of Penfield from its’ own negligence or malfeasance or for the Bidder to assume any such liability for the Town of Penfield.

1.8 – Sub-Contractors – The Bidder shall not subcontract any of the work under this contract, without the express written consent of the Town of Penfield.

1.9 – Additions – The Town of Penfield reserves the right to add related items to this contract, upon the written agreement of the Bidder with respect to scope, price and timing.

2.0 - SCOPE

2.1 – Description of Work – The Town of Penfield is seeking a qualified Bidder to undertake maintenance and/or securing of vacant, abandoned or otherwise unoccupied and inadequately maintained properties within the Town of Penfield. Such maintenance work shall include any or all of the following: cutting/trimming of grasses and weeds; exterior rubbish and garbage removal; and the securing of exterior doors, windows and other openings in the structure(s).

2.2 – Materials & Equipment

The qualified Bidder shall be responsible for supplying all materials and equipment associated with the above maintenance work and shall include as part of their Unit Pricing, sufficient coordination to insure that required materials and equipment are provided to the job at the time that they start their work. The Bidder shall supply incidental parts such as screws, plywood, etc. that may be necessary for the securing of structures. Billing for these incidental parts shall be done separately based on actual invoices and allowed 10% O.H. and 10% Profit.

2.3 – Notification

The Town of Penfield shall notify the Bidder via electronic mail or telephone of maintenance work that becomes necessary. It is a requirement of this contract that all maintenance work be completed in a timely manner not to exceed 7 business days after the date of Notification. The only exception to this requirement is when extenuating circumstances exist, such as inclement weather.

By submitting a proposal for this maintenance contract, the Bidder acknowledges the Town of Penfield’s effort to maintain and secure vacant, abandoned, unsafe, blighted properties, which is essential to assure the safety, health and welfare of the general public. The Bidder further acknowledges that failing to perform the work in a timely manner may be cause for the Town of Penfield to cancel this contract.

2.3 – Monthly Payment

The Bidder shall submit a work invoice for payment to the Town upon completion of work. All payments will be made in accordance with the published Town of Penfield voucher schedule.

2.4 – Contact Person(s)

Endre Suveges

Building/Code Compliance Inspector
3100 Atlantic Avenue
Penfield, NY 14526

Office: (585) 340-8635
Cell: (585) 208-0062
Fax: (585) 340-8644
E-mail: suveges@penfield.org

Harold Morehouse

Building & Zoning Administrator
3100 Atlantic Avenue
Penfield, NY 14526

Office: (585) 340-8634
Cell: (585) 738-7271
Fax: (585) 340-8644
E-mail: morehouse@penfield.org

3.0 – PAY ITEM DESCRIPTION

3.1 – Bid Items

The following items are to include all Bidders costs relating to Supervision, Labor, Equipment and/or Tools to safely undertake the following work items.

1. Cutting of Grass and Weeds

- (a) All grass and weeds on lawn areas to be cut or trimmed to a maximum height of four (4) inches.
- (b) All grass and weeds located within lawn areas adjacent to all structures and equipment, including but not limited to, sidewalks, driveways, roads, foundations, fences, walls, trees, outbuildings, pools, play sets, HVAC equipment are to be cut or trimmed to a maximum height of four (4) inches consistent with 1(a) above.
- (c) All grass and weeds located within the exterior boundaries or edges of any sidewalk, driveway, patio, landscape area, garden or other areas exclusive of the lawn area are to be cut or trimmed to existing adjacent grade or surface level.
- (d) All residual cuttings of grass and weeds exceeding twelve (12) inches in height prior to cutting or trimming are to be raked/swept up and removed from the property.
- (e) All residual cuttings on sidewalks, driveways, roads, patios or other hard surfaces are to be power blown or swept clean.
- (f) No residual cuttings are to be blown, swept or otherwise deposited on any private or public property, including the right of way, adjacent to the work area.

2. Rubbish and Garbage Removal

- (a) All sticks, branches and limbs exceeding twelve (12) inches in length, located on the lawn area shall be cleaned up and removed from the property.
- (b) All sticks, branches and limbs of any size located on driveways, sidewalks, patios, decks or other hard surfaces shall be cleaned up and removed from the property.
- (c) All rubbish and garbage, including but not limited to, papers, boxes, rags, bottles, cans, trash bags, scrap metal and other similar materials shall be cleaned up and removed as directed by the authorized representative of the Town of Penfield.
- (d) If the amount of rubbish and garbage necessitates an on site trash container, such container shall be located entirely on the property to be serviced. Such container, or containers, shall be located in the driveway of the property to be serviced whenever possible. Adequate care shall be taken by the contractor to ensure minimal damage to the driveway surface. Such container shall be located or kept on the property only as long as is necessary to fill such container and shall be removed immediately thereafter.

3. **Securing of Structures**

- (a) When directed by the authorized representative of the Town of Penfield, vacant or abandoned structures shall be secured to prevent unauthorized access, vandalism, infestation or weather damage.
- (b) Exterior windows and doors required to be secured shall be covered with minimum nominal size ½” exterior grade plywood or oriented strand board (OSB). Such sheathing shall be secured to the opening perimeter with exterior grade screws providing a minimum fastening depth of one and one half (1-1/2) inches
- (c) Other exterior openings shall be covered or secured as directed by the authorized representative of the Town of Penfield.

4.0 – BID FORM

Item #	Item Description	Unit	Proposed Unit Price
1	Cutting/Trimming Of Grass/Weeds Less Than Twelve (12) Inches In Height	Man Hour	
2	Cutting/Trimming Of Grass/Weeds More Than Twelve (12) Inches In Height	Man Hour	
3	Rubbish & Garbage Removal (Labor)	Man Hour	
4	Rubbish & Garbage Removal Minor (No Roll-Off Container Necessary)	Cubic Yard	
5	Rubbish & Garbage Removal Major (Roll-Off Container Necessary)		
5a	Container Hauling Charge (Delivery & Removal Of Container)	Each	
5b	Container Disposal Charge (One Ton Minimum – Pro-Rated)	Per Ton	
6	Securing Of Structures	Man Hour	

5.0 – ACKNOWLEDGEMENT & SIGNATURE

5.1 – Non-Collusive Bid Statement

The bidder specifically agrees that pursuant to Section 103-d of the General Municipal Law and the following that by submission of this proposal, each bidder and/or each person signing on behalf of any bidder certifies, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by this bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

5.2 – Affirmation

By signing and submitting this proposal the Bidder acknowledges that he understands the scope of the proposed work and agrees to comply with all the above requirements.

Bidder: _____

Address: _____

Authorized Signature: _____

Date: _____

PENFIELD TOWN BOARD RESOLUTION NO. _____ DATE: October 3, 2012

BY: Cm Moore Law and Finance _____ COMMITTEE

Name: Authorize the Supervisor to sign Lease Agreement with the Penfield Ecumenical Food Shelf

WHEREAS, the Town of Penfield desires to enter into a Lease Agreement with The Penfield Ecumenical Food Shelf for operation of food shelf services to the residents of the Town of Penfield;

NOW BE IT RESOLVED, that the Supervisor is authorized to sign a Lease Agreement with the Penfield Ecumenical Food Shelf for the building located at 1618 Jackson Road, Penfield, NY beginning on October 1, 2012 and ending on September 30, 2015.

Moved: _____

Seconded: _____

Vote:

Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____

PENFIELD TOWN BOARD RESOLUTION NO. _____

DATE October 3, 2012

BY Councilman Moore

Law & Finance COMMITTEE

NAME Authorization for Supervisor to Execute a License and Hold Harmless Agreement with the Owners of #14 Pine Brook Circle - Deck Encroachment into a Sanitary Sewer Easement.

WHEREAS, based on an Instrument Survey for the property located at #14 Pine Brook Circle done by William A. Seymour, L.S., dated 8/23/2012 and revised 9/13/2012, indicates a portion of the existing deck off of the rear of the home encroaches into an existing sanitary sewer easement (L. 6465, P.207), and

WHEREAS, the Sewer Department has reviewed the subject encroachment and feels that it will not interfere with egress through the easement area, nor hinder routine maintenance.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a License and Hold Harmless Agreement with Joseph Arango and Mary A. Arango, owners of #14 Pine Brook Circle, to allow the current deck encroachment into the existing sanitary sewer easement to remain; said Agreement shall be in a form and substance acceptable to the Town Attorney; and

BE IT FURTHER RESOLVED that the owners of said property, their successors and/or assigns, shall comply with the conditions of said Agreement.

Moved: _____

Seconded: _____

Vote: Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____

PENFIELD TOWN BOARD RESOLUTION NO. _____

DATE October 3, 2012

BY Councilman Moore

Law & Finance COMMITTEE

NAME Authorization for Supervisor to Sign a Contract with Sand County Studios to Prepare the
Route 250 Transit Supportive Mixed Use Development District and the Manitou Lake Mixed
Use District and Supporting Documentation

WHEREAS, the Town Board of the Town of Penfield desires to create mixed use zoning districts in selected locations within the community as recommended in the 2010 Comprehensive Plan; and

WHEREAS, on June 6, 2012, the Town Board authorized the Supervisor to request proposals for the development of the Route 250 Transit Supportive Mixed Use Development District and supporting documentation in Resolution #12T-138; and

WHEREAS, the Supervisor directed staff to prepare a Request For Proposals (RFP) for the preparation of said mixed use districts; and

WHEREAS, the Town received six (6) proposals from qualified consultants throughout the country; and

WHEREAS, the Town Advisory Committee reviewed the six proposals and determined through a weighting process the top two consulting firms whom it felt were most qualified to undertake the project; and

WHEREAS, after interviewing the two most qualified consultants, the Town Board determined Sand County Studios to be the most qualified, experienced, competent and cost effective consultant to develop the mixed use districts and their supporting documentation.

NOW THEREFORE, BE IT RESOLVED that the Supervisor is hereby authorized to sign a contract with Sand County Studios, 1272 West Spring Street, Smyrna, Georgia 30080 to prepare criteria and supporting documentation for the Route 250 Transit Supportive and Manitou Lake Mixed Use Development Districts at a cost not to exceed \$56,000.

Moved: _____

Seconded: _____

Vote: Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____

PENFIELD TOWN BOARD RESOLUTION No. _____

DATE October 3, 2012

BY: Councilman Moore

Law & Finance COMMITTEE

NAME: Authorization for Supervisor to sign an Intermunicipal Out of District Sewer Use Agreement with the Town of Irondequoit (1070 Empire Boulevard).

WHEREAS; the Town of Penfield owns and operates sanitary sewer facilities as part of Sewer District #12, along the southern end of Irondequoit Bay, and

WHEREAS; during the design of these sewer facilities provisions were made, and capacity reserved to provide service to properties within the Town of Irondequoit along Empire Boulevard, and

WHEREAS; the Penfield Town Board has received a letter from Irondequoit Town Supervisor, the Honorable, Mary Joyce D'Aurizio (received 9/13/2012), requesting on behalf of the owners of McMillan Marine - 1070 Empire Boulevard, that they be allowed to connect to and utilize the sanitary sewer facilities installed as part of Sewer District #12, and

WHEREAS; the Penfield Sewer Department has confirmed that the flow rate proposed to enter the Penfield system from the McMillan Marine property is far less than what was originally allocated in the original design of the district improvements.

WHEREAS; Sewer District No. 12, being a Special District formed under provisions of Town Law and carries certain annual Capital and Operation & Maintenance charges, which are currently apportioned back to all properties within said district, and

WHEREAS; as part of this approval it will be expected that the property located at 1070 Empire Boulevard shall pay annual district charges, to be apportioned in a like manner as they are apportioned to Penfield properties within said district, and that such sewer charges shall be collected from the property by the Town of Irondequoit and reimbursed to the Town of Penfield on an annual basis to be further outlined in a Intermunicipal Sewer Use Agreement, which is to be in a form and substance approved by Town Council.

NOW, THEREFORE, BE IT RESOLVED; the Town Board of the Town of Penfield acting as Commissioners of Penfield Sanitary Sewer District #12 hereby approve the Out of District connection of McMillan Marine -1070 Empire Boulevard to the sanitary sewer facilities within District #12, the physical connection to be approved by the Penfield Sewer Department, and

BE IT FURTHER RESOLVED; that the Town Board authorizes the preparation Intermunicipal Sewer Use Agreement, containing provisions for equitable apportionment and reimbursement of district charges, sewer use and flow rates, stipulation for review of any future development as it may impact sewer flow rate and to be in a form and substance as approved by Town Council, and

BE IT FURTHER RESOLVED; that Penfield Town Supervisor, R. Anthony LaFountain be and hereby is authorized to execute said agreement with the Town of Irondequoit upon approval of Town Council.

Moved: _____

Seconded: _____

Vote: Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____

PENFIELD TOWN BOARD RESOLUTION NO. _____

DATE October 3, 2012

BY Councilman Moore

Law and Finance Committee

NAME Authorization to Maintain Properties and Assess the Charges to the 2013 Property Tax Bills

WHEREAS, on October 2, 1996, the Town Board of the Town of Penfield adopted Article IV-4-28 of the Penfield Zoning Ordinance entitled “Property Maintenance”; and

WHEREAS, the purpose of Article IV-4-28 of the Penfield Zoning Ordinance is to prevent the gradual encroachment of blight, deterioration, unsightliness and property devaluation and to assure that all premises within the Town of Penfield are maintained in a manner that will assure the health, safety and welfare of the general public; and

WHEREAS, the property owners of 68 Horizon Drive, SBL #108.20-3-6, 2468 Penfield Road, SBL #140.02-1-5.2 and 506 Plank Road, SBL#093.19-1-50 have failed to maintain the lawn and exterior areas at the subject properties which continues to be a concern for the health, safety and welfare of the surrounding neighbors; and

WHEREAS, the town staff has continually requested the property owners to maintain at these locations with no result:

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Building and Zoning Administrator to have the properties appropriately maintained; and

BE IT FURTHER RESOLVED, that the Town Board further authorizes that the cost of said maintenance and any necessary subsequent maintenance during the 2012 season also be charged to the 2013 property tax bill for the subject properties.

Moved: _____

Seconded: _____

Vote: Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____

PENFIELD TOWN BOARD RESOLUTION NO. _____ DATE: October 3, 2012

BY: Councilman Quinn

Public Safety Committee

NAME: Advertise for Bids to Maintain, Clean-Up and Secure Properties as required under Article IV-4-28 and Article XII-12-21 of Chapter 29 of the Town Code

WHEREAS, the purpose of Article IV-4-28 and Article XII-12-21 of Chapter 29 of the Town Code is to prevent the gradual encroachment of blight, deterioration, unsightliness and property devaluation and to assure the safety, health protection and general welfare of persons and property in the Town of Penfield; and

WHEREAS, the Building and Zoning Office has the need to maintain or secure properties failing to comply with the minimum requirement of Article IV-4-28 and Article XII-12-21 of Chapter 29 of the Town Code;

NOW, THEREFORE, BE IT RESOLVED, that the Building and Zoning Administrator be, and hereby is, authorized to advertise, in a manner prescribed by Law, for sealed proposals for the maintenance, clean-up and securing of properties that have failed to be maintained in accordance with the Town Code requirements; and

BE IT FURTHER RESOLVED, that the services covered by such proposals shall be in accordance with the specifications prepared by the Building and Zoning Administrator. Sealed proposals are to be received in the office of the Town Clerk until 11:00 AM local time Friday October 26, 2012 and there and then are to be opened by the Town Clerk.

Moved: _____

Seconded: _____

Vote: Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____

PENFIELD TOWN BOARD RESOLUTION NO. _____ DATE 10/3/2012

BY LINDA KOHL COMMUNITY SERVICES COMMITTEE

NAME AUTHORIZATION FOR SUPERVISOR TO SIGN RECREATION CONTRACTS

BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the following recreation contracts:

Cathy Downs, 38 Neutchatel Lane, Fairport, NY 14450, Instructor for Sporty Sprouts, 09/20/12-10/25/12 & 11/01/12-12/13/12 for a fee of 75% of program revenue per session. Voucher to be submitted 11/07/12 & 12/19/12.

Wyatt Doremus 5375 Fosdick Rd Ontario NY 14519, Director, Penfield Players Fall Production, performance dates – November 2, 3, 9, 10, 13, 16, and 17, 2012 for a total fee of \$200.00. Voucher to be submitted 10/17/12.

Jeff Moon, 110 Calhoun Avenue, Rochester, NY 14606, Producer, Penfield Players Fall Production, performance dates – November 2, 3, 9, 10, 13, 16, and 17, 2012 for a total fee of \$100.00. Voucher to be submitted 10/17/12.

Steve Wegman, 45 Holcroft Road, Rochester, NY 14612, Stage Manager, Penfield Players Fall Production, performance dates – November 2, 3, 9, 10, 13, 16, and 17, 2012 for a total fee of \$100.00. Voucher to be submitted 10/17/12.

Bob Gullo, 38 Brooktree Drive, Penfield, NY 14526, Guest speaker for the Life and Times of Mary Surratt lecture on 11/1/12 for a fee of \$50. Voucher to be submitted on 10/17/12.

Lifespan, c/o Ann Marie Cook, 1900 South Clinton Ave., Rochester, NY 14604, to provide Eldersource Care Management Services to Town of Penfield residents for the calendar year of 2012 for a fee of \$700.00. Voucher to be submitted on 10/03/2012.

Amend Resolution #12T-132 For:

Sarah Gorton, amended to Sarah Lustig

Moved: _____

Seconded: _____

Vote:

Kohl _____

LaFountain _____

Metzler _____

Moore _____

Quinn _____