

MINUTES OF THE TOWN BOARD MEETING
OF THE TOWN OF BRIGHTON, COUNTY
OF MONROE, NEW YORK HELD AT THE
BRIGHTON TOWN HALL, 2300 ELMWOOD
AVENUE, ROCHESTER, NEW YORK
February 22, 2012

PRESENT:

Supervisor William Moehle
Councilmember James Vogel
Councilmember Louise Novros
Councilmember Jason DiPonzio
Councilmember Christopher Werner

Ken Gordon, Attorney for the Town
David Marcus, Deputy Town Clerk

EXECUTIVE SESSION

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to enter executive session at 6:45 PM

MATTER RE: Employment of particular people

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to come out of executive session at 7:00 PM

MEETING CALLED TO ORDER AT 7:05 PM:

RECOGNITIONS/PRESENTATIONS:

Certificate of Appreciation - Jerry Peterson retiring after 32 years with the Town of Brighton Highway Department.

Proclamation Presentation – Retiring Brighton Fire Chief Aaron Hiller

OPEN FORUM:

Boy Scout Aaron Schaffer Re: Boots/socks collection initiative
Ken Glazer for Buckingham Properties presenting amended Incentive Zoning Application for Winfield Park.
Robert Cantwell – BME Associates
Andrew Spencer
Ken Glazer
Marge Alaimo
Brijen Gupta
Louise Novros
Ron Zour
Judy Schwartz
Josh Bauroth
Bill Moehle
Judy Schwartz

APPROVAL OF AGENDA:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to approve the agenda with the addition of executive session resolutions.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS:**MATTER RE:** Proposed Brighton Reserve Park District (see Resolution #2-8-12.2)

(Complete transcript available upon request)

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board close the public hearing and adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 1 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

BIDS:

MATTER RE: Authorize solicitation for proposals to provide professional consulting services for the Monroe Avenue Green Street project in conjunction with state grant award (see Resolution #1 and letter dated February 9, 2012 from Michael E. Guyon, P.E. Town Engineer).

Motion by Councilmember Christopher Werner seconded by James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 2 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Arthur M. Holtzman dated February 11, 2012 to Jerry Ludwig, Chairman of the Brighton Historic Preservation Committee regarding his resignation from his term as a member of the Historic Preservation Committee effective immediately.

FROM Ron Zour, copy of a Special Report published by Vet Med Today-Study of Breeds of Dogs Involved in Fatal Human Attacks in the United States between 1979 and 1998

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to receive and file aforementioned communications

UPON ROLL CALL

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Community Services – Next Meeting, February 27th, 4:30 PM Brookside, Senior Lounge

Finance and Administrative Services – Next Meeting 3/6, Stage Conference Room

Public Safety Services – Next Meeting 3/6, 8:00 AM Downstairs Community Room

Public Works Services – Next Meeting 3/5, 9:00 AM Downstairs Community Room

NEW BUSINESS:**MATTER RE:** Reading and approval of claims

Motion by Councilmember Christopher Werner seconded by James Vogel that the Supervisor read and approve the payment of claims as set forth in Exhibit No. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to dispose of certain fixed assets as junk that are no longer needed, are no longer serviceable and have no remaining value (see Resolution #2 and letter dated January 25, 2012 by Timothy J. Anderson, Deputy Highway Superintendent).

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 4 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute agreement with Castle Branch Inc. to provide background check services for the Parks & Recreation Department for the year 2012 (see Resolution #3, letter dated February 3, 2012 from Matthew Beeman, Assistant Director of Parks and Recreation and copy of Agreement).

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 5 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to adopt three (3) NY State Department of Transportation Resolutions to enable the Winton Road Sidewalk Improvement project to be considered as a "Betterment" construction project (see Resolution #4 and letter dated February 8, 2012 from Michael E. Guyon, P.E. Town Engineer).

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 6 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to endorse the Federal-Aid Local Project Agreement to enable the Town of Brighton to be reimbursed by the NY State Department of Transportation for 80% of the engineering services costs associated with the Corwin Road Bridge Preventive Maintenance Project (see Resolution #5 and letter dated February 8, 2012 from Michael E. Guyon, P.E. Town Engineer).

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 7 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award to Midland Appraisal Associates, Inc. to provide preliminary certiorari appraisals for 2654 and 2700 West Henrietta Road (see Resolution #6, letter dated February 3, 2012 from Elaine Ainsworth, Town Assessor and copies of associated bid submissions).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 8 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award to GAR Associates, Inc. to provide preliminary certiorari appraisals for 70 and 80 Linden Oaks (see Resolution #7, letter dated February 3, 2012 from Elaine Ainsworth, Town Assessor and copies of associated bid submissions).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 9 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Kyla Edelman to provide sign language interpreting services for the Town on an as needed basis for the year 2012 (see Resolution #8, letter dated February 13, 2012 from Matthew Beeman, Assistant Director of Parks and Recreation and copy of agreement).

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 10 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute all proposed Intermunicipal Agreements as part of the Monroe County Home Improvement Loan Program for Town residents who meet application-filing requirements (see Resolution #9, letter dated February 13, 2012 and copy of Agreement).

Motion by Councilmember James Vogel seconded by Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 11 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to add a newly created part-time position entitled Micro Computer Support Technician into the Town of Brighton's Table of Organization for Finance Department along with approval to begin recruitment to hire for same (see Resolution #10 and letter dated February 17, 2012 from Suzanne Zaso, Director of Finance).

Motion by Councilmember Christopher Werner seconded by Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 12 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Set Public Hearing date of March 28, 2012 for proposed removal of one (1) 42" Silver Maple located at #68 Walden Place and one (1) 37" Silver Maple located at #139 Greenaway Road due to tree health and safety reasons (see Resolution #11 and letter dated February 15, 2012 from Timothy Keef, P.E. Commissioner of Public Works).

Motion by Councilmember James Vogel seconded by Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 13 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

Hydrofracking: Discussion of the recent court ruling in favor of local control – Town of Dryden

MATTER RE: Authorize approval of conditional offer of employment to Cale Flora to the position of Brighton Police Officer effective April 9, 2012 with a probationary period of twenty-six weeks (see Resolution #13 and letter dated February 10, 2012 from Police Chief Mark Henderson).

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 14 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval of unpaid medical leave for a particular employee from January 30, 2012 to May 31, 2012 (see Resolution #13, letter dated February 6, 2012 from Gary Brandt, Director of Personnel and request letter from employee dated January 27, 2012).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 15 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE BOARD:

James Vogel – Very impressed by the Department of Environmental Control Presentation made at the Association of Towns Meeting in NYC.

Louise Novros – Recycling of Electronics and Shredding – April 14
Recycling of Pharmaceuticals – April 28
CLEAN SWEEP – May 5, 9:00AM-2:00PM

ADJOURN:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to adjourn the meeting at 9:25 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

CERTIFICATION:

I, David Marcus, 314 Warren Avenue, Rochester, NY do hereby certify that the foregoing is a true and accurate record of the proceedings of the Town of Brighton, County of Monroe, State of New York, meeting held on the 22nd day of February 2012 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

EXHIBIT 1

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

WHEREAS, a petition was previously received from Anthony J Costello & Son LLC, the owner of 100% of approximately 62.82 acres located in a proposed development identified as The Reserve in the Town of Brighton, located east of South Clinton Avenue along the Erie Canal, tax identification numbers 149.07-1-8, 149.07-1-4, 149.11-1-53 and 149.11-1-2.1, being all of the property located within the area of the proposed Brighton Reserve Park District; and

WHEREAS, a public hearing was duly called and held in such matter on December 28, 2011, which public hearing was held open and continued on January 11, 2012, January 25, 2012 and February 8, 2012; and February 22; and

WHEREAS, the applicant has submitted an amended petition, dated February 1, 2012, which does not make substantive changes to the proposed district, and the Town Board having given due deliberation to the matter and having determined that the Town previously reviewed the environmental impact of the proposed project, including the services to be provided under the proposed district, with a Findings Statement under the State Environmental Quality Review Act dated February 25, 2009; and

WHEREAS, the evidence offered at such public hearing requires that the Town Board make the determinations made herein;

NOW THEREFORE, BE IT ORDERED, that correspondence dated February 3, 2012 from Town of Brighton Junior Engineer Chad Roscoe regarding the proposed Brighton Reserve Park District and the amended petition for said District dated February 1, 2012 and all of the supporting documents referenced in said correspondence and amended petition, be received and filed; and be it further

ORDERED, that it be and hereby is determined as follows: (1) that said petition is signed and acknowledged or authenticated as required by law and is otherwise sufficient, and that the petition complies with section 191 of the Town Law; (2) that all property and property owners benefited by the proposed district are included within the limits of the proposed district or extension; (3) that all the property and property owners benefited are included within the limits of the proposed district or extension; and (4) that it is in the public interest to grant the relief sought therein; and be it further

ORDERED, that the said petition requesting that the Brighton Reserve Park District be established to include certain real property therein described be, and the same hereby is, granted, with the costs thereof to be charged on a benefits derived basis; and be it further

ORDERED, that the Town Clerk be, and hereby is directed to record a certified copy of this Order in the office of the Clerk of the County of Monroe within ten days after the adoption of this Order.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |

Tim Keef

From: "Jerry LaVigne" <jerry.lavigne@townofbrighton.org>
To: "Mike Guyon" <mike.guyon@townofbrighton.org>; "Tim Keef" <tim.keef@townofbrighton.org>
Sent: Tuesday, February 21, 2012 9:28 AM
Attach: Brighton Shelter.pdf
Subject: FW: Park Shelter

-----Original Message-----

From: Paul Zachman [mailto:p.zachman@frontiernet.net]
Sent: Friday, February 17, 2012 5:22 PM
To: jerry.lavigne@townofbrighton.org
Subject: Park Shelter

Hi Jerry,

Attached is a basic concept for the Park Shelter. I did not have time to get very elaborate with the drawing but the concept should be understandable.

Within the \$25,000 budget the basic specification is all p.t. framing with exposed roof rafters and soffit overhangs. The 6x6 footer posts, quad 2x12 header, rake end rafter faces, and the drip edge sub-fascia would all be trimmed out with #3 & better rough sawn cedar. The footers would be direct set posts 48" deep in concrete. The 4" concrete slab would extend out to or just past the perimeter of the roof. Size Approx. 350 s.f. ie. 16'x22'

If you were to eliminate the cedar trim you could expand the size up to approx. 480 s.f. ie. 18'x26'

There is no allowance included for electric. The costs do not reflect posted labor rates per public bid specifications.

I can provide you with more detail next Monday ... I have run out of time this afternoon.

Perhaps we could talk on the phone next Monday.

Thank You,

Paul

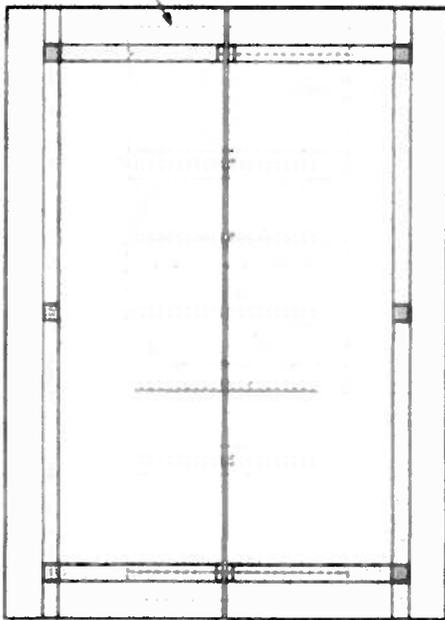
Paul Zachman CGR
President-Owner



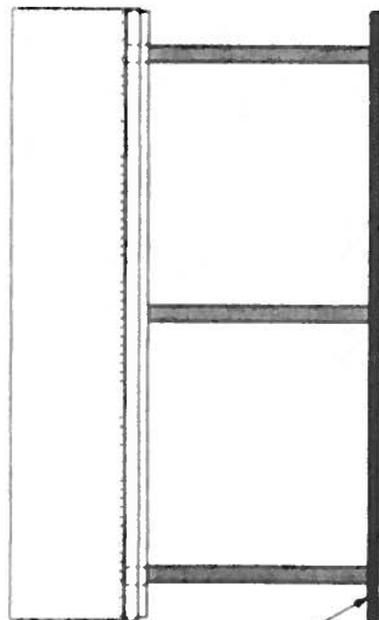
2 Monroe Avenue
Suite 3
Pittsford, NY 14534

Phone: 585.248.8128
Fax: 585.248.5017
Web: www.boardwalkdesign.com
Email: p.zachman@frontiernet.net

2/21/2012



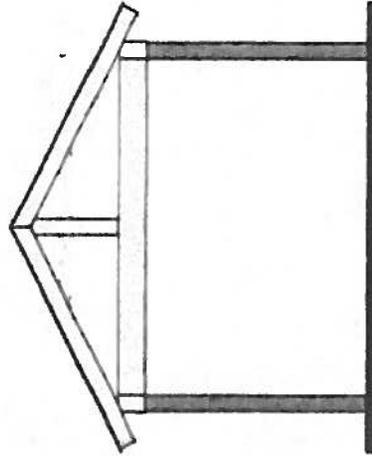
66" x 98" PICNIC TABLE



4" CONCRETE SLAB

7.5" X 12.25" BOX HEADER

7" BOX COLUMN



| | | |
|--|----------------------|---------------------|
| | Plan Date: 2/17/2011 | Scale: 1/4" = 1'-0" |
| | Permitted: | Drawn By: P. ZACHAR |
| TOWN OF BRIGHTON PARK SHELTER PRELIMINARY CONCEPT | | |
| 2011 BOARD DESIGN & CONSTRUCTION DIVISION | | |

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

WHEREAS, the Town has been authorized to receive a \$1,565,000.00 grant for green improvements to the Monroe Avenue corridor in the Town between Elmwood Avenue and Westfall Road, and

WHEREAS, the improvements will include the installation of green infrastructure improvements such as street trees, porous pavement sidewalks, rain gardens and riparian buffers, and

WHEREAS, it is in the best interest of the Town to expedite the planning and design of the green infrastructure improvements, commonly referred to as the "Monroe Avenue Green Street Project", now therefore, be it

RESOLVED, that correspondence dated February 9, 2012 from Town Engineer Michael E. Guyon, P.E. regarding soliciting bids for consulting services for the Monroe Avenue Green Street Project, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Town Engineer to prepare and solicit a request for proposals for professional consulting services for the Monroe Avenue Green Street Project.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 9, 2012

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

Re: Monroe Avenue – Green Street Project
Green Innovation Grant Program, GIGP
Prepare and solicit a request for bidders for Professional Consulting Services

Dear Councilperson Werner and Committee Members:

I am requesting authorization to prepare and solicit a request for proposal for professional consulting services for the Monroe Avenue Green Street Project. The project includes the installation of green infrastructure improvements such as street trees, porous pavement sidewalks, rain gardens, and riparian buffers, along Monroe Avenue from Westfall Road to Elmwood Ave.

In a letter dated December 8, 2011 the Environmental Facilities Corporation confirmed that the Town of Brighton has received a \$1,565,000 grant to fund these improvements. The Town in conjunction with the Monroe County Stormwater Coalition is preparing the documentation to complete the required submittals to execute the grant award. Because the grant has not been executed, an account for this work has not been established. In an effort to expedite the planning and design of the green infrastructure improvements, we are requesting to prepare and solicit the request for proposals prior to the execution of the grant. No action as to awarding a contract will be considered until the grant funding is available and without returning to this committee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 14, 2012 meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon, P.E.
Town Engineer

cc: S. Zaso
T. Keef
Mary Ann Hussar

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

February 22, 2012

THAT THE CLAIMS AS SUMMARIZED BELOW HAVING BEEN APPROVED BY THE RESPECTIVE DEPARTMENT HEADS AND AUDITED BY THE TOWN BOARD AUDIT COMMITTEE ARE HEREBY APPROVED FOR PAYMENT.

| | | |
|-----------------------|----------|---------------------|
| A - GENERAL | \$ | <u>2,461,356.59</u> |
| D - HIGHWAY | | <u>139,946.44</u> |
| H - CAPITAL | | <u>893.75</u> |
| L - LIBRARY | | <u>181,653.52</u> |
| SA - AMBULANCE DIST | | <u>126,981.25</u> |
| SN-NEIGHBORHOOD DIST. | | <u>11,858.00</u> |
| SS - SEWER DIST | | <u>23,855.29</u> |
| TA - AGENCY TRUST | | <u>32,715.49</u> |
| | TOTAL \$ | <u>2,979,260.33</u> |

UPON ROLL CALL

MOTION CARRIED

APPROVED BY:

SUPERVISOR

COUNCIL MEMBER

COUNCIL MEMBER

TO THE SUPERVISOR:

I CERTIFY THAT THE VOUCHERS LISTED ABOVE WERE AUDITED BY THE TOWN BOARD ON THE ABOVE DATE AND ALLOWED IN THE AMOUNTS SHOWN. YOU ARE HEREBY AUTHORIZED AND DIRECTED TO PAY TO EACH OF THE CLAIMANTS THE AMOUNT OPPOSITE HIS NAME.

DATE

TOWN CLERK

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated January 25, 2012 from Deputy Highway Superintendent Timothy J. Anderson regarding the disposal of certain obsolete and unserviceable fixed assets and equipment, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Highway Department to dispose of the fixed assets and equipment set forth in the above referenced letter as said assets are no longer needed or able to support departmental operations, are no longer serviceable and have no remaining value.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 25, 2012

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

Re: Authorize Disposal of Equipment and Material

Honorable Members:

I recommend the disposal of certain fixed asset items as listed below. The items listed are no longer needed or able to support departmental operations.

- 4 - Frink V-Plows: Asset #11030, #11040, #11050, #11060
- 6 - Frink One-Way plows: Asset #10630, #10670, #10680, #10690, #10710, #10750
- 1 - Viking-Cives One-Way plow: Model 3564HS9, S/N 3890
- 6 - Frink Plow Wings: Asset #10860, #10910, #10920, #10960, #10970, #10980

The items listed have no remaining value and/or no longer serviceable and should be disposed of as junk.

Sincerely,

Timothy J. Anderson
Deputy Highway Superintendent

Cc: S. Zaso



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 3, 2012 from Assistant Director of Recreation and Parks Matthew Beeman regarding an agreement with Castle Branch Inc. to provide background check services for calendar year 2012, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Castle Branch Inc. to provide background check service for the Town for calendar year 2012 subject to review and approval as to form of the agreement by the Attorney to the Town.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 3, 2012

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

Re: Authorization for Background Checks for 2012

Dear Finance Committee Members:

I respectfully request your permission to authorize the Supervisor to sign a contract for background checks with Castle Branch Inc. for 2012. Their rate will be \$28 per search. We estimate an annual cost for the Recreation Department of \$700 - \$840, based on 25-30 checks. I have attached price quotes for your information. We have utilized this company's service for the past 4 years with excellent service. These background checks are an important component in our Risk Management plan.

Funding for this service is provided in the 2012 budget and I will be happy to answer any questions you may have regarding this matter.

Sincerely,

Matthew Beeman
Assistant Director of Recreation and Parks

THIS AGREEMENT

Made this 25th day of January, 2012, between , Castle Branch Inc., herein called the "Contractor" and the TOWN BOARD of the Town of Brighton, Monroe County, New York, hereinafter called the "Town". This agreement is for background checks as outlined in the original bid specification sheets. **At the termination of this contract, the Town reserves the option to renew the contract for a period of one year, with no change in price, terms or conditions.**

WITNESSETH

The Town agrees upon its part to pay the said Contractor \$28 per background check Payment will be made upon presentation of an invoice and properly executed Town claim voucher, and upon approval of such claim by the Town Board at their next regularly scheduled meeting.

**SIGN
HERE**


Town Supervisor _____

Date _____

CASTLE BRANCH
Contractor

Date 1-27-12

56-2159613
Tax ID Number



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

WHEREAS, the Town has been awarded a Community Block Grant in the amount of \$41,750.00 to pay for the installation of sidewalks along Winton Road, and

WHEREAS, the State of New York through its Department of Transportation will be constructing road improvements in the area of South Winton Road at the intersection with Interstate 590 known as the "Diverging Diamond project" and said Diverging Diamond project will extend sidewalks along the west side of Winton Road South from Meridian Centre Boulevard to the new Winton Road intersection with Senator Keating Boulevard, and

WHEREAS, the proposed Town sidewalk installation project includes the installation of approximately 800 feet of concrete sidewalk along the west side of Winton Road South beginning at the northern terminus of the Senator Keating Boulevard sidewalk, and

WHEREAS, it is in the best interest of the Town to seek to have the Town portion of the Winton Road sidewalks referenced above constructed as a betterment to the Diverging Diamond project so that the new sidewalk will not require that the area along Winton Road be disturbed twice or for a longer period of time, so that the NYSDOT will coordinate the construction of the sidewalks with the sidewalk contractor for all of the sidewalk to be installed as referenced above and the work will be completed in a more cost effective and efficient

manner, and

WHEREAS, such intergovernmental cooperation between the State and the Town promotes efficiencies and cost savings to the Town and its taxpayers and is one of the hallmarks of good municipal government, and

WHEREAS, to allow for the construction of the Town portion of the sidewalks to be constructed as a betterment of the State Diverging Diamond project three resolutions must be executed by the Town Supervisor to (1) incorporate the construction of the Town sidewalks in the contract for construction of the Diverging Diamond project, (2) authorize payment to the State for the requested work from the Community Block grant awarded to the Town and (3) accept Town responsibility for the maintenance of the sidewalk including snow and ice removal, now therefore, be it

RESOLVED, that correspondence dated February 8, 2012 from Town Engineer Michael E. Guyon, P.E. regarding a recommendation to adopt three NY State Department of Transportation Resolutions enabling the Winton Road Sidewalk Improvement project to be considered as a "betterment" to the State's Diverging Diamond Project, be received and filed; and be it further

RESOLVED, that the Town Board hereby adopts and authorizes the action set forth in the three Resolutions attached hereto which enable the Winton Road Sidewalk Improvement project to be considered as a "betterment" to the State's Diverging Diamond Project.

Dated: February 22, 2012

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|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 8, 2012

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

Re: Winton Road Sidewalk Improvement Project
Monroe County Community Development Block Grant (CDBG)

Dear Councilperson Werner and Committee Members:

The Town of Brighton was awarded a Community Block Grant in the amount of \$41,750 to pay for the installation of sidewalks along Winton Road. The proposed project includes the installation of approximately 800 linear feet of concrete sidewalk along the west side of Winton Road South. The Diverging Diamond project will extend sidewalks from Meridian Center Blvd. north to the new Senator Keating Boulevard. The proposed CDBG sidewalk project will extend north approximately 800 feet from the terminus of the Senator Keating Boulevard sidewalk.

During the design of the project we contacted the NYSDOT and began discussing the possibility of constructing the CDBG sidewalk project as a "betterment" project. A betterment project implies that the work associated with a municipal project will be incorporated into a federally/state funded project. The Town of Brighton would enter into a contract with the NYSDOT which in turn would incorporate the sidewalks into the Diverging Diamond project and oversee their construction.

There are several advantages to constructing this project in this manner. These advantages are:

- The new sidewalk will be constructed simultaneously with the Diverging Diamond and will not require that the area along Winton Road be disturbed twice.
- The contractor building the Diverging Diamond will construct the sidewalk and coordination between the Town's and NYSDOT's contractor will not be necessary.
- The NYSDOT traffic and maintenance protection plan will be used to construct the sidewalks. The NYSDOT contract will pay for this item.
- The construction period will be limited to the Diverging Diamond schedule. Extending the construction period to install the sidewalks would not be necessary.

The NYSDOT agreed that the sidewalk project is eligible for construction as a "betterment" project. We also spoke with Rich Mikiciuk, who administers CDBG public work projects in this regard. Mr. Mikiciuk indicated that the CDBG grant could be applied to a "betterment" project of this nature.

The NYSDOT has provided three resolutions that must be authorized by the Town of Brighton before this project is considered a "betterment" project.



Winton Road Sidewalk Project

February 8, 2012:

Page 2

- The first resolution authorizes the State of New York to incorporate the construction of the project in the contract for the construction of the Diverging Diamond.
- The second resolution authorizes payment to the State for the requested work. The payment is required to be made within 20 days following the passage of the resolution. The Town would then need to submit a request for payment to Monroe County Community Development Division.
- The third resolution indicates that the municipality will maintain the sidewalk including snow and ice control.

I am requesting that the FASC recommend that the Town Board authorize the adoption of these resolutions and the construction of the Winton Road Sidewalk project as a "betterment" project.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 14, 2012 meeting in the event that you have any questions regarding this matter.

Respectfully,

Michael E. Guyon, P.E.
Town Engineer

Cc: Tim Keef, Commissioner of Public Works
Suzanne Zaso
Mary Ann Hussar
Tim Anderson

~~RESOLUTION AUTHORIZING THE INCORPORATION~~
OF MUNICIPAL WORK INTO A STATE HIGHWAY PROJECT

by Resolution of the
Brighton Town Board

A resolution authorizing the State of New York to incorporate, the construction of approximately 264 m of 2.1 m (7ft) wide concrete sidewalk along Winton Road South (CR 98), as shown on the plans, (hereafter referred to as sidewalk betterment) in the contract for the construction, reconstruction, and/or rehabilitation of the I-590/Winton Road Interchange, in the Town of Brighton, located in Monroe County, P.I.N. 4590.07,

WHEREAS, Section 10, Subdivision 27 of the New York State Highway Law provides, in part, that the Commissioner of Transportation shall have the power, upon the request of the municipality, to perform for and at the expense of such municipality, any work of construction, reconstruction, and/or rehabilitation, including the removal and relocation of facilities, provided the Commissioner of Transportation deems it practicable to perform such work in connection with the performance of any work of construction, reconstruction, or improvement; and

WHEREAS, the State of New York is presently preparing contract plans for the construction, reconstruction, and/or rehabilitation of the I-590/Winton Road Interchange, in the Town of Brighton, which involves construction within the route which the Town of Brighton contemplated using for the construction of the sidewalk betterment; and

WHEREAS, said construction, reconstruction, and/or rehabilitation of the I-590/Winton Road Interchange, in the Town of Brighton can be undertaken in conjunction with the construction of the aforesaid sidewalk betterment at a substantial ultimate savings to the Town of Brighton.

NOW THEREFORE, BE IT RESOLVED: That the Town of Brighton in regular meeting convened, petitions the New York State Department of Transportation as follows:

PETITION 1: The State of New York is hereby authorized to proceed with the necessary arrangements to incorporate the proposed concrete sidewalk in the contract for the construction, reconstruction, and/or rehabilitation of the I-590/Winton Road Interchange, in the Town of Brighton, with the cost of said construction and necessary work in connection therewith to be borne by the Town of Brighton.

PETITION 2: The Town of Brighton will assume responsibility for its proposed sidewalk betterment and will maintain or cause to be maintained said concrete sidewalk subsequent to the construction thereof.

PETITION 3: This resolution shall take effect immediately.

BE IT FURTHER RESOLVED: That the Clerk of the Town of Brighton is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

BE IT FURTHER RESOLVED:, That _____ is hereby authorized to execute all necessary agreements on behalf of the Town of Brighton, with the New York State Department of Transportation approving of the above-subject requested and authorized work and providing for the Municipalities participation in the cost thereof.

**RESOLUTION AUTHORIZING PAYMENT TO THE
STATE OF NEW YORK FOR REQUESTED WORK**

by Resolution of the
Brighton Town Board

WHEREAS in connection with a contract for the construction of the I-590/Winton Road Interchange, in the Town of Brighton, located in Monroe County, P.I.N. 4590.07, the Town of Brighton by Resolution No. _____, adopted _____, 2012, requested and authorized the New York State Department of Transportation to proceed with the necessary arrangements to incorporate the proposed the installation of approximately 264 m of 2.1 m (7ft) wide concrete sidewalk along Winton Road South (CR 98), as shown on the plans, (hereafter referred to as sidewalk betterment), in the contract for the construction of the I-590/Winton Road Interchange, in the Town of Brighton, with the cost of said sidewalk betterment and necessary work in connection therewith to be borne by the Town of Brighton; and

WHEREAS, the Town of Brighton desires the said sidewalk betterment, the Town of Brighton share of which based on the "shared cost" method is estimated to be \$41,608.51, be constructed at the sole expense of the Town of Brighton, in connection with the above mentioned State contract, as set forth in the plans for said project.

NOW THEREFORE, BE IT RESOLVED:

That pursuant to subdivision 27 of Section 10 of the Highway Law, the sum of \$41,608.51 is hereby appropriated to cover the cost of the sidewalk betterment, and the Town of Brighton is hereby authorized and directed to deposit the sum of \$41,608.51 with the State Comptroller within 20 days following passage of this resolution; and

BE IT FURTHER RESOLVED; that a copy of this resolution be filed with the State Comptroller and with the State Commissioner of Transportation; it being understood that upon completion of said sidewalk betterment, in the Town of Brighton, the Commissioner of Transportation of the State of New York shall transmit to the Town of Brighton a statement showing the actual costs and expenses of such work and shall notify the Town of Brighton of the amount due from or to be returned to the Town of Brighton, as the case may be, and that any sum due the State of New York shall be paid by the Town of Brighton within ninety (90) days after the date of transmittal of said statement, and the funds therefore shall be raised according to the statutes in such cases made and provided; and

BE IT FURTHER RESOLVED: that the Clerk of the Town of Brighton is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

**RESOLUTION FOR THE MAINTENANCE OF
SANITARY SEWER MAINS,
AND
SIDEWALKS,**

**Resolution of the
Brighton Town Board**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, and/or rehabilitation of the I-590/Winton Road Interchange, in the Town of Brighton, located in Monroe County, P.I.N. 4590.07, and

WHEREAS, the New York State Department of Transportation will include as part of the construction, reconstruction, and/or rehabilitation of the above mentioned project, the adjustment of sanitary sewer manholes, pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the New York State Department of Transportation will, pursuant to Section 10, Subdivision 25 of the Highway Law, include as part of the construction, reconstruction and/or rehabilitation of the above mentioned project, the construction of sidewalks as shown on the contract plans relating to the above mentioned project, and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended:

NOW THEREFORE,

BE IT RESOLVED: That the Brighton Town Board approves of the adjustment to their sanitary sewer manholes, and the installation sidewalks performed on the project and shown on the contract plans relating to the project and that the Town of Brighton will maintain or cause to be maintained the facilities as above stated and as shown on the contract plans, including the control of snow and ice.

BE IT FURTHER RESOLVED: That the Clerk of the Town of Brighton is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

EXHIBIT 7

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 8, 2012 from Town Engineer Michael E. Guyon, P.E. regarding an agreement with the New York State Department of Transportation to reimburse the Town for 80% of the cost of the Preliminary Engineering phase of the Corwin Road Bridge Preventive Maintenance Project, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the agreement with the New York State Department of Transportation for reimbursement to the Town of 80% of the cost of the Preliminary Engineering phase of the Corwin Road Bridge Preventive Maintenance Project subject to review and approval of the form of the agreement by the Attorney to the Town, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute Agreements and the Town Engineer to execute certifications and reimbursement requests on behalf of the Town in connection with the project, and be it further

RESOLVED, that the Town Board confirms that, subject to review and approval of the form of the agreement and attachments thereto by the Attorney to the Town, the Town understands and accepts the stipulations on the agreement including the associated and attached schedules, appendices, exhibits and attachments and further confirms that the Town has appropriated the funding necessary to deliver the

project as described in Schedule A of the referenced agreement.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 8, 2012

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

Re: Corwin Road Bridge Preventive Maintenance Project
New York State Department of Transportation, NYSDOT Agreement

Dear Councilperson Werner and Committee Members:

Eighty percent of the cost for above referenced project will be funded by Federal Aid which is administered by the NYSDOT. The NYSDOT recently provide the Federal-Aid Local Project Agreement for this project and requested that the Town endorse this agreement. This agreement will allow the NYSDOT to reimburse the Town of Brighton for the Preliminary Engineering phase of the project. A new or supplemental agreement will be required for the construction phase of the project.

The Town of Brighton solicited bids and selected a consultant to provide the professional engineering design services for the above referenced project. The maximum amount payable for these services is \$55,600. Eighty percent of this cost will be funded by Federal Aid while the remaining twenty percent will be funded by the Town of Brighton.

In addition, the NYSDOT requested that the Town approve a resolution which:

1. Identifies who is authorized to execute Agreements, certifications, and reimbursement requests on behalf of the Municipality/Sponsor
2. Confirm that the Municipality/Sponsor understands and accepts the stipulations on the agreement including it's associated schedule, appendices, exhibits and attachments
3. Confirm that the Municipality/Sponsor has appropriated the funding necessary to deliver the project as described in Schedule A of the Agreement.

I am requesting that the FASC authorize the Town Supervisor to endorse the Federal-Aid Local Project Agreement for the above referenced project and authorize the Town Board to consider the appropriate resolution at the next Town Board meeting.

I will be in attendance at your regularly scheduled February 14, 2011 meeting in the event that you have any questions regarding this correspondence. 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
Tim Anderson

EXHIBIT 8

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 3, 2012 from Town Assessor Elaine Ainsworth regarding a recommendation for the award of a contract for preliminary certiorari appraisals for 2654 and 2700 West Henrietta Road and the proposals attached thereto, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Midland Appraisal Associates, Inc. for preliminary certiorari appraisals for 2654 and 2700 West Henrietta Road subject to review and approval of the form of the agreement by the Attorney to the Town.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |

TOWN OF BRIGHTON
ASSESSOR'S OFFICE
2300 Elmwood Avenue
Rochester, NY 14618
(585) 784-5216

February 3, 2012

To: William Moehle, Supervisor
Suzanne Zaso, Finance Director
Finance Committee

From: Elaine Ainsworth, Assessor

Re: Request to execute a PO for preliminary certiorari appraisals for
2654 and 2700 West Henrietta Road

Elaine Ainsworth

The certiorari cases for the two trucking facilities at 2654 and 2700 West Henrietta Road have reached the point where Tom Fink has asked that I engage an appraiser. On November 28, 2011, I send quote request letters to three local reputable appraisal firms. The Rynne, Murphy & Associates, Inc. quote was very high. The submission from Pogel, Schubmehl & Ferrara and Midland Appraisal Associates, Inc. were very similar. Tom Fink has suggested that we contract with Midland Appraisal Associates, Inc. for this work.

I am asking permission to execute a PO for the restricted/preliminary reports for each of the properties for a total of \$5,000—the quote estimates each at \$2,000; I want the PO to cover all costs of the restricted work. The restricted product will give us the information we can use to evaluate our position for settlement negotiations. I do have certiorari appraisal funds designated in my 2012 budget under A.Assor.1355.4.54.

If we are unable to settle with the restricted/preliminary reports, I would need to return to you for authorization to upgrade the appraisals to Court-Ready/Self-contained Reports.

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 3, 2012 from Town Assessor Elaine Ainsworth regarding a recommendation for the award of a contract for preliminary certiorari appraisals for 70 and 80 Linden Oaks and the proposals attached thereto, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with GAR Associates, Inc. for preliminary certiorari appraisals for 70 and 80 Linden Oaks subject to review and approval of the form of the agreement by the Attorney to the Town.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



GAR ASSOCIATES, INC.
Real Estate Appraisers and Consultants

January 10, 2012

Ms. Elaine K. Ainsworth, IAO
Assessor
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Request for Appraisal of:
Town of Brighton Certiorari Request for Appraisal
2010 & 2011 Assessment Roll Values
70 & 80 Linden Oaks
SBL #'s 138.10-1-51.1 & 138.10-1-52.1
B-8782

Dear Ms. Ainsworth:

Pursuant to your request we can prepare real estate appraisal and consulting services on the above-referenced properties regarding the tax certiorari matters.

The intended use of the appraisals is to estimate market value for tax certiorari purposes. The intended users would depend upon the scope of services desired. For Preliminary/Summary Reports, the intended users would include the client and the court, however, the appraisals would not be intended to be used as evidence in a trial. For Court-Ready/Self-Contained Appraisals, the intended users would be expanded to include the client, the court, and other parties associated with the trial. The appraisals would be prepared for use as evidence in trial.

The properties entail suburban office buildings both located on Linden Oaks within the Town of Brighton. The buildings contain between 40,000 sq.ft. and 50,000 sq.ft. and were constructed in 1989 and 1993, respectively. I am familiar with the Linden Oaks Office Park and have prepared appraisals on this street on several occasions since the late 1980's. Furthermore, I have been involved in suburban office building appraisals throughout the Town of Brighton and suburban Rochester area for 25 years.

The fee structure is summarized as follows. Note that if preliminary appraisals are initially ordered, the fee would be credited towards any future court-ready appraisals.

- | | |
|---------------------------------------|-------------------------------------|
| 1. Preliminary/Summary Report: | \$1,500 each, 5 week turnaround* |
| 2. Court-Ready/Self-Contained Report: | \$6,000 each, 3 months turnaround** |
| 3. Billing Rate – Trial Preparation: | \$150/hour |
| 4. Billing Rate – Court Testimony: | \$200/hour |

**The appraisal fees assume that GAR would appraise both properties. A \$300 premium would need to be added if only one property were appraised.*

*** The appraisal fees assume that GAR would appraise both properties. A \$1,500 premium would need to be added if only one property were appraised.*

CORPORATE OFFICE:

2399 SWEET HOME ROAD AMHERST, NEW YORK 14228 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:

915 BROADWAY ALBANY, NEW YORK 12207 TEL.518.694.3770 FAX.518.694.3773 TOLL FREE: 1.800.836.0382



GAR ASSOCIATES, INC.
Real Estate Appraisers and Consultants

January 10, 2012

Ms. Elaine K. Ainsworth, IAO
Assessor
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Request for Appraisal of:
Town of Brighton Certiorari Request for Appraisal
2010 & 2011 Assessment Roll Values
70 & 80 Linden Oaks
SBL #'s 138.10-1-51.1 & 138.10-1-52.1
B-8782

Fee: 1. Preliminary/Summary Report: \$1,500 each, 5 week turnaround*
2. Court-Ready/Self-Contained Report: \$6,000 each, 3 months turnaround**
3. Billing Rate – Trial Preparation: \$150/hour
4. Billing Rate – Court Testimony: \$200/hour

**The appraisal fees assume that GAR would appraise both properties. A \$300 premium would need to be added if only one property were appraised.*

*** The appraisal fees assume that GAR would appraise both properties. A \$1,500 premium would need to be added if only one property were appraised.*

When sending payment, please be sure to note the GAR File Number on the check. The balance will be due and payable 20 days upon submission of the report.

ACKNOWLEDGMENT

The undersigned is the duly authorized representative for the property to be subjected to the real estate analysis discussed herein, for the purposes identified. Further, the undersigned agrees to engage GAR Associates, Inc. to undertake the analysis of the real estate captioned above in accordance with the scope of services in the above listed proposal and subject to the attached limiting conditions.

Payment is due within 20 days of completion of the appraisal report, unless other prearrangements have been made.

Date: _____ Signature: _____

Name (print): _____

Title: _____

NOTE: Please retain one copy for your files and return one signed copy to GAR ASSOCIATES, Inc. Thank you.

CORPORATE OFFICE:

2399 SWEET HOME ROAD AMHERST, NEW YORK 14228 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:

915 BROADWAY ALBANY, NEW YORK 12207 TEL.518.694.3770 FAX.518.694.3773 TOLL FREE: 1.800.836.0382

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 13, 2012 from Assistant Director of Recreation and Parks Matthew Beeman requesting authorization to enter into an agreement with Kyla Edelman for sign language interpreting services for the Recreation Department sessions on an as needed basis for calendar year 2012, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Kyla Edelman for sign language interpreting services for the Recreation Department sessions on an as needed basis for calendar year 2012 subject to review and approval of the form of the agreement by the Attorney to the Town.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 13, 2012

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

Re: Authorization for Interpreting Service 2012

Dear Finance Committee Members:

I respectfully request your permission to authorize the Supervisor to sign a contract for Interpreting Services with Kyla Edelman for 2012. Kyla's rate will be \$45 per hour for Recreational sessions lasting 2 hours or longer and \$60 per hour for Recreation sessions under 2 hours in length. I have attached prices quotes for your information. We have utilized Kyla Edelman's service for the past 3 years with excellent results and are required under ADA law to provide these services when requested by the public.

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

Sincerely,

Matthew Beeman
Assistant Director of Recreation and Parks

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 13, 2012 from Commissioner of Public Works Timothy E. Keef, P.E. regarding Intermunicipal Agreements to be entered into to help facilitate the Monroe County Home Improvement Loan Program for low income homeowners, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute agreements for Town residents submitting a request therefore who meet application-filing requirements of the Monroe County Home Improvement Loan Program and whose applications are deemed eligible for such program, subject to review and approval of the form of any such agreement by the Attorney to the Town.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 13, 2012

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

re: Proposed Intermunicipal Agreement (IMA)
Monroe County Home Improvement Loan Program

Dear Chairperson Werner and Committee Members:

As part of the Monroe County Community Development Block Grant Consortium, Town residents are eligible to participate in the above program. It is recommended that the Supervisor be authorized to execute the attached agreement, which has been submitted and meets the criteria for program participation. It is further recommended that the Supervisor be authorized to execute future agreements in this program for which applications are deemed eligible.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 14, 2012 meeting in the event that you have any questions regarding this matter.

Sincerely,

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

TEK/wpd

attachments

cc: S. Zaso
M. Hussar
K. Gordon

FASC.MC.HIP.245VARINNA.FEB.2012..01

Total Project Cost \$6,520.00
Grant Amount \$6,520.00

Funding Yr. CDBG11 Program Yr. 36

Monroe County Home Improvement Program Agreement

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and among the following:

A. MONROE COUNTY, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester New York 14614 ("COUNTY"); and

B. Town of Brighton, a municipal corporation with offices at 2300 Elmwood Ave, Rochester, New York 14618 ("MUNICIPALITY"); and

C. Todd Fritz, Inc., a Corporation, with offices at 554 Avis Street, Rochester, NY 14615 ("CONTRACTOR") and

D. Margarita Sumeguín, ("OWNER") residing at 245 Varinna Drive, Rochester, NY 14618 ("PROPERTY").

WITNESSETH:

WHEREAS, under Title 1 of the Housing and Community Development Act of 1974, (the "ACT"), the Secretary of Housing and Urban Development, ("HUD"), has made a Community Development Block Grant to the COUNTY; and

WHEREAS, under the National Affordable Housing Act of 1990, the 1992 Home Investment Partnership Program ("HOME") was created. The Secretary of HUD has made a HOME allocation to the COUNTY to help finance housing activities to ensure that all residents of the towns and villages participating in the Monroe County HOME Consortium have access to decent shelter and to increase the supply of affordable housing for low and moderate income families; and

WHEREAS, the COUNTY has implemented an approved Home Improvement Program, (the "PROGRAM") for low income homeowners; and

WHEREAS, the COUNTY has entered into an agreement with Manufacturers and Traders Trust Company (the "BANK"), to provide loan application processing, recommendations and servicing; and

WHEREAS, the OWNER has made application to the COUNTY for participation in the PROGRAM, subject to the terms of the Agreement and has obtained bids for the proposed work and has selected a CONTRACTOR;

NOW, THEREFORE, it is mutually agreed by and among each of the above mentioned parties to this Agreement as follows:

I. OBLIGATIONS OF THE PARTIES

A. COUNTY

1. The COUNTY will, upon final inspection and approval of the completed work, make or cause to be made financial assistance to the OWNER, for payment to the CONTRACTOR, in the following manner:
 - A. A deferred loan at zero percent (0%) interest for a term of 60 months in the amount of \$6,520.00 (the "Deferred Loan"). This Deferred Loan will be considered a grant upon completion of the 60-month term unless during the 60-month term one or more of the actions described in Section I(A)(1)(C) below occurs.

and/or
 - B. A loan at three percent (3 %) interest for a term of _____ months in the amount of _____ (the "Loan").
 - C. In the event of the occurrence of one or more of the following events during the term of the Deferred Loan and/or Loan, the Deferred Loan and/or Loan shall immediately become due and payable by the OWNER, or in the case of the death of the OWNER, by the OWNER's estate, without notice or demand:
 - i) the PROPERTY is rented; title is transferred voluntarily, by operation of law, or due to bankruptcy, foreclosure, or the death of the OWNER, etc.; or if the OWNER otherwise fails to occupy the PROPERTY as his or her principal residence during the term. ("Principal residence" shall mean that the OWNER shall reside at the PROPERTY for any consecutive nine months in each year of the term of the Deferred Loan and/or Loan and consider the PROPERTY his/her principal domicile.);
 - ii) the OWNER fails to make payment on the Loan as prescribed by the BANK;
 - iii) the OWNER fails to maintain as current all property taxes on the PROPERTY;
 - iv) the OWNER fails to keep the PROPERTY, including all improvements, insured against loss by fire and other risks as required by Lender(s) or as required by the COUNTY; or
 - v) the OWNER fails to keep the PROPERTY in reasonably good repair.
2. Upon receipt of a Certificate of Completion of the improvements, the COUNTY will use its best efforts to schedule a final inspection of the work within ten (10) business days. Final payment will not be made without its final inspection. If satisfied that all work has been completed in accordance with this Agreement and upon signature by the OWNER of a Certificate of Completion, the COUNTY will issue all monies due, as provided for in Section I(A)(1) above. Payment of Loan proceeds will be made by BANK check or checks payable to the OWNER and CONTRACTOR jointly. Payment of Deferred Loan proceeds will be made by COUNTY check payable to the CONTRACTOR.

In the event that the COUNTY determines, in its sole discretion, that the OWNER is unreasonably preventing an inspection of the work, the COUNTY may, at its option, make payment directly to the CONTRACTOR of any amounts due to the CONTRACTOR pursuant to this Agreement.

3. In the event that there is any dispute or controversy between the OWNER and the CONTRACTOR arising out of or relating to this Agreement or the work to be performed pursuant to this Agreement, and said parties are unable to resolve the dispute or controversy as provided for in this Agreement, the COUNTY may, at its option, arbitrate the matter. The OWNER and CONTRACTOR hereby appoint the Monroe County Director of Planning and Development or his designee as such sole arbitrator. Such arbitration shall be provided at no cost to the OWNER or CONTRACTOR. In the event that the County acts as an arbitrator, it will use its best efforts to consider all aspects of the matter as impartially as possible and will provide a written decision that shall be binding on both the OWNER and CONTRACTOR.

B. MUNICIPALITY

1. The MUNICIPALITY may, at its option, monitor the performance of the work provided for in this Agreement.
2. The MUNICIPALITY agrees to assist in obtaining all required signatures to this Agreement as well as the expeditious issuance of any permits required for work to be performed. The MUNICIPALITY will also undertake all necessary inspections required in conjunction with any such permits issued.

C. CONTRACTOR

1. The CONTRACTOR hereby agrees to undertake and to perform on behalf of the OWNER the work set forth in the Work Specifications attached to and made part of this Agreement and labeled "Exhibit A". The CONTRACTOR agrees to undertake such work as set forth in the Work Specifications at the lump sum price set forth in CONTRACTOR'S Estimate which is attached hereto and made part of Exhibit A.
2. The CONTRACTOR hereby agrees to obtain building permits if necessary and commence work upon receipt of a Proceed Order from the COUNTY. The CONTRACTOR agrees to complete all work as provided herein no later than 30 days from the start date of the work.
3. The CONTRACTOR hereby agrees that all work undertaken at the request of the OWNER shall be done in conformity to the building codes or other regulations of the MUNICIPALITY in which the OWNER'S property is located. All work shall be subject to final approval by the MUNICIPALITY as to conformity to such codes and regulations.
4. The CONTRACTOR will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation and Disability Benefits Insurance, if required by law; commercial general liability insurance (including, without limitation, contractual and products liability) with single limits of liability in the amount of \$300,000 per occurrence and \$500,000 aggregate; and automobile liability insurance in the amount of \$250,000 with a minimum of \$250,000 each occurrence, bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be

canceled or amended in any way without thirty (30) days prior written notice to the COUNTY, shall be delivered to the COUNTY before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the COUNTY at least sixty (60) days prior to the expiration of such policy or policies of insurance. The CONTRACTOR's commercial general liability insurance shall provide for and name the COUNTY as an additional insured. All policies shall insure the County for all claims arising out of this Agreement. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the COUNTY. The certificates evidencing compliance are attached hereto as "Exhibit B." The Contractor shall require all subcontractors who perform work under this Agreement to procure and maintain, for the life of the subcontract, insurance of the types and in the amounts specified above.

If any required insurance coverage contains aggregate limits or applies to other operations of the CONTRACTOR, outside of those required by this Agreement, the CONTRACTOR shall provide the COUNTY with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection such insurance affords the COUNTY. The CONTRACTOR shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

5. The CONTRACTOR certifies that it is in compliance with the New York State Workers' Compensation and Disability Benefits Law, and certificate(s) evidencing compliance are attached hereto as "Exhibit B."
6. The CONTRACTOR agrees to defend, indemnify and save harmless the OWNER, the COUNTY, and the MUNICIPALITY, their 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 and disbursements, brought against the OWNER, the COUNTY, or the MUNICIPALITY which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the CONTRACTOR, arising from any act, omission or negligence of the CONTRACTOR, its agents and employees, or arising from any breach or default by the CONTRACTOR under this Agreement. Nothing herein is intended to relieve the OWNER, the COUNTY or the MUNICIPALITY from their own negligence or misfeasance, or to assume any such liability for the OWNER, the COUNTY or the MUNICIPALITY by the CONTRACTOR.
7. The CONTRACTOR hereby agrees that the work provided hereunder shall be completed in accordance with the Work Specifications in the most sound, workmanlike and substantial manner; and all materials used in the construction, rehabilitation, renovations, remodeling and improvement of said property shall be good quality and new unless otherwise expressly set forth in the Work Specifications. The CONTRACTOR guarantees the work performed for a period of twelve (12) months from the date of final acceptance of all work required by the Work Specifications. Furthermore, the CONTRACTOR shall furnish the OWNER with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement. Any defects that appear within such twelve-month period arising out of improper materials or workmanship shall, upon direction of the OWNER or the COUNTY, be corrected and made good by the CONTRACTOR at his sole expense within thirty (30) days after receipt of written notice of such defects.

8. The CONTRACTOR hereby agrees to promptly correct any work rejected by the OWNER or COUNTY as defective or as failing to conform to the Work Specifications contained in Exhibit A, whether or not fabricated, installed or completed. Such defective or non-conforming work shall be corrected immediately by the CONTRACTOR. Immediately shall mean as soon as practically and reasonably possible, it being the intent of this paragraph to require corrective measures be taken either before or concurrently with other work and not allowed to remain uncorrected any longer than necessary. The provisions of this paragraph shall apply to work of subcontractors as well as general contractors.
9. In the event that the CONTRACTOR fails to correct defective work or persistently fails to carry out the work in accordance with the Work Specifications of Exhibit A and/or this Agreement, the OWNER or the COUNTY may, by written notice to the CONTRACTOR, stop the work or any portion thereof, until the cause of such order has been eliminated or resolved. The provisions of this paragraph shall apply to subcontractors as well as general contractors.
10. In the event that the CONTRACTOR fails to correct deficiencies described in Paragraph 8 and/or 9 above, the OWNER may, without prejudice to any other remedy he may have, and with the prior approval of the COUNTY, terminate the Agreement by written notice to the CONTRACTOR, and take possession of the site and all materials thereon and shall finish the work in accordance with policies and procedures approved by the COUNTY. If the unpaid balance of the COST, as defined in Section 1(D)(2) below, exceeds the cost of completing the work in accordance with Exhibit A, such excess will be paid to the CONTRACTOR.
11. The CONTRACTOR hereby agrees that all payments shall be received by the CONTRACTOR in trust, pursuant to the Lien Law of the State of New York.

The CONTRACTOR, upon completion of the work and upon final payment by the COUNTY and/or the OWNER, hereby covenants and agrees that all charges for material and any other expenses incurred by the CONTRACTOR pertaining to the fulfillment of this Agreement have been paid in full within fifteen (15) days, and that no liens of any kind or character may be affixed against the above described property by another contractor, subcontractor, laborer, or materials supplier.

If any lien shall be filed against the OWNER'S property as a result of the Agreement, the CONTRACTOR shall immediately bond or discharge said lien within (10) days.

The CONTRACTOR shall also refund to the OWNER all monies that the OWNER may be compelled to pay in discharging such lien including all costs and reasonable attorney's fees, and shall hold the OWNER harmless for any and all expenses or damages in connection with said lien.

The OWNER shall have the right to demand, prior to final payment, release of liens from all contractors, subcontractors, laborers, and material suppliers.

12. The CONTRACTOR hereby agrees that, upon completion of the improvements, a Certificate of Completion will be executed by the CONTRACTOR and delivered to the appropriate COUNTY office. It is understood that the processing of payment will not be initiated until such time as the Certificate of Completion is received by the appropriate COUNTY office.

13. The CONTRACTOR understands that the financing for this project is being covered, all or in part, by federal funds under Title 24 CFR Part 570 and obligates the CONTRACTOR to comply with federal and state requirements pertaining to the following:
- A. **Non-Discrimination.** The CONTRACTOR and all subcontractors shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin and at all times will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York. The CONTRACTOR and all subcontractors will also comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
 - B. **Section 3.** The CONTRACTOR and all subcontractors will comply with Section 3 of the Housing and Community Development Act of 1968 and applicable HUD regulations as set forth in 24 CFR Part 135. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment will be given to lower income residents of the project area, and contracts for work in connection with the project will be awarded to lower income and minority business concerns which are located in or owned in substantial part by persons residing in the project area.
 - C. **Lead paint.** All lead-based paint activities performed by the CONTRACTOR and all subcontractors, including lead waste disposal, shall be conducted in accordance with applicable Federal, State, or local laws, ordinances, codes or regulations including but not limited to 24 CFR Part 35:
 - i) **Lead Hazard Reduction:** All work performed on lead-containing surfaces must conform to lead-safe work practices and be completed by workers who are either supervised by an EPA or State certified abatement supervisor or are trained in lead-safe work practices, in accordance with HUD regulations [24 CFR 35.1330(a)(4)]. If work is primarily intended to permanently eliminate lead-based paint hazards or HUD requires abatement, the CONTRACTOR must be an EPA or State certified abatement contractor and must submit proof of its current State abatement license.
 - ii) The CONTRACTOR is responsible for cleaning of work sites involving lead-based paint hazard reduction activities. Cleaning includes removal of visible debris and dust by HEPA vacuuming and wet cleaning as required in 24 CFR Part 35. The CONTRACTOR is responsible for all additional cleaning operations required to attain the mandated clearance thresholds as well as any additional cost assessed by the clearance technician for repeated dust testing and laboratory fees.
 - iii) The CONTRACTOR is fully responsible for the means and methods of executing the Work Specifications. The CONTRACTOR certifies that its employees are specially trained in lead safe work practices and lead hazard reduction and therefore agrees to hold the OWNER, the COUNTY, and the MUNICIPALITY and their officers, agents, servants and employees harmless in the event of any fines from Federal, State, or local agencies controlling the lead hazard reduction work

performed under this Agreement. The CONTRACTOR agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or State health department and any other government agency having jurisdiction over the lead hazard reduction work.

14. The CONTRACTOR further agrees that all change orders which require a change in the cost of the work described in the Work Specifications, by either addition or subtraction, a change in the time for completion, or an omission of any of the work required by the Work Specifications, shall be in writing and signed by the OWNER, CONTRACTOR and representative of the COUNTY.
15. If the work under this Agreement involves or results in the handling, abatement, disturbance, removal or disposal of asbestos or asbestos containing materials, the CONTRACTOR shall comply with all Federal, State and local laws, regulations and ordinances relating to handling, abatement, disturbance, removal or disposal of asbestos or asbestos containing materials, including but not limited to licensing and safety requirements, and, at CONTRACTOR'S own expense, shall obtain and pay for all necessary licenses, permits, etc., and shall pay all necessary royalties and license fees. The insurance requirements to be maintained under this Agreement shall not contain any exclusion for performance of such work. The CONTRACTOR shall be solely responsible for any damage resulting from his failure or neglect to obey all laws, regulations, rules or ordinances, failure or neglect to pay all necessary fees, and failure or neglect to maintain the required insurance. CONTRACTOR shall indemnify the OWNER, the COUNTY, the MUNICIPALITY and their agents, servants and employees from any damages, claims, losses or expenses, including attorneys fees, arising from such failure or neglect.

D. OWNER

1. The OWNER hereby agrees and covenants that the financial assistance provided by or through the COUNTY as a result of this Agreement will be used only for the purpose of completing improvements to the property located at 245 Varinna Drive, Rochester, NY 14618 in the Town of Brighton , said improvements being more fully described in the Work Specifications (Exhibit A) attached hereto and made a part hereof.
2. The OWNER hereby agrees to employ the CONTRACTOR to do all of the work and provide for all materials necessary to complete the physical improvements described in Exhibit A, attached hereto, for the total sum of Six Thousand Five Hundred Twenty and 00/100 DOLLARS (\$6,520.00) (the "COST").

In the event that the COST exceeds the amount of financial assistance provided by or through the COUNTY, the OWNER hereby agrees to be responsible for payment to the CONTRACTOR of the difference.

3. The OWNER hereby agrees to execute, concurrently with this Agreement, any Notes and Mortgages required by the COUNTY in the form prescribed by the COUNTY in consideration of and as security for the financial assistance provided pursuant to this Agreement.
4. The Note and Mortgage provides that upon compliance by OWNER of the terms of the Note and Mortgage, the Note and Mortgage will be terminated.

5. The OWNER hereby agrees that s/he will not direct the CONTRACTOR to begin the work described in Exhibit A until receipt of a Proceed Order from the COUNTY.
6. The OWNER hereby agrees that the COUNTY or its designee shall have the right at any time during the performance of the work and prior to final approval, to inspect the work and to examine workmanship, materials and equipment, working conditions, or any other conditions relating to the work. Nothing in this Agreement will be construed as a warranty by the COUNTY or its designees for the work performed nor will the COUNTY or its designee be liable for failure to detect improper work.
7. The OWNER hereby agrees to sign the Certification of Completion upon satisfactory completion of the work items contained herein and to provide the original certificate to the COUNTY for its records. The OWNER further agrees that the satisfactory completion of the work described in Exhibit A authorizes the COUNTY to make payment directly to the CONTRACTOR for the work.
8. The OWNER agrees to defend, indemnify and save harmless the COUNTY, the MUNICIPALITY, HUD and their 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 and disbursements, brought against the COUNTY, the MUNICIPALITY or HUD which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of this Agreement or the work to be performed hereunder. Nothing herein is intended to relieve the COUNTY, the MUNICIPALITY or HUD from their own negligence or misfeasance, or to assume any such liability for the COUNTY, the MUNICIPALITY, or HUD by the OWNER.
9. The OWNER hereby agrees that, in employing the CONTRACTOR to provide any work arising out of this Agreement, the OWNER will not discriminate against any CONTRACTOR because of race, color, religion, sex or national origin.
10. The OWNER hereby agrees not to discriminate on the basis of race, color, creed, sex, marital status, national origin, or handicap in the sale, lease, rental, use or occupation of the subject property.
11. The OWNER hereby agrees that, if he or she fails to comply with the above terms and conditions, the COUNTY may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part this Agreement; refrain from extending any further assistance to the OWNER until satisfactory assurance of compliance has been received; and/or refer the case to proper authorities for legal proceedings.
12. The OWNER hereby agrees that upon completion and approval of the work that the COUNTY will not have any further obligations with respect to such work except as provided in this Agreement with regard to payment of monies due.
13. The COUNTY shall be named as a loss payee on the OWNER's homeowner's insurance policy covering the premises subject to this Agreement, which shall remain in effect for the term of this Agreement.

14. In the event that the OWNER defaults on its repayment of the Deferred Loan and/or Loan, the OWNER shall be liable to the COUNTY and/or the BANK for any and all costs or expenses incurred by the COUNTY and/or the BANK, including attorney's fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of OWNER's default.

II. MISCELLANEOUS PROVISIONS

1. The COUNTY may at any time designate another to act as its agent, and that upon such designation, the agent shall have all the rights and obligations of the COUNTY under this Agreement.
2. It is specifically understood and agreed by all parties hereto that no payment for work performed by the CONTRACTOR shall be made unless the COUNTY has approved such work in all respects. It is further agreed that the COUNTY shall have the right to direct the CONTRACTOR to perform the work set forth in Exhibit A to the COUNTY'S satisfaction at no additional cost other than as stated in Exhibit A.
3. The parties hereto further agree to fully cooperate with and assist the COUNTY in carrying out all parts of the Community Development Act, and the National Affordable Housing Act, ("the Acts") pursuant to which the funds are provided for the work to be performed under this Agreement. The parties hereto, therefore, agree to do all things necessary to comply with the Acts and their terms and conditions as part of the obligations of the parties under this Agreement including, without limitation, the executing of any additional documents or agreements and the furnishing of any additional documents, agreements, or information.
4. The OWNER and CONTRACTOR covenant and agree that they will conduct themselves consistent with their status, said status being that of an independent contractor, and that they, their employees or agents will neither hold themselves out nor claim to be an officer(s) or employee(s) of the COUNTY nor make claim to any rights accruing thereto, including, but not limited to Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
5. The parties understand and agree that this is solely a project of the CONTRACTOR and the OWNER, and the COUNTY is involved only to assist the OWNER in obtaining a Deferred Loan and/or Loan under the Program, and further, the COUNTY shall neither control nor supervise any portion of the construction herein, nor be involved in any act, relating directly or indirectly, to the construction of this project. However, the COUNTY reserves the right to notify the OWNER and the CONTRACTOR as to its disapproval of materials and/or workmanship relating to the project.
6. (a) In the event the CONTRACTOR and/or MUNICIPALITY is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, CONTRACTOR and/or MUNICIPALITY agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The CONTRACTOR and/or MUNICIPALITY shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

(b) Of the amount specified in §1(A)(1) of this Agreement, Six Thousand Five Hundred Twenty and 00/100 Dollars (\$ 6,520.00) of such amount or one hundred percent (100%) of such amount, is being passed-through the COUNTY from the United States Government under the following:

Award Name: Community Development Block Grant
Award Number: B -(11)-UC-36-0002
Award Year: 2011
Name of Federal Agency: U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance (CFDA) Number: 14-218

The Award [] is [X] is not related to Research and Development.

(c) If on a cumulative basis the CONTRACTOR and/or MUNICIPALITY expends Five Hundred Thousand and no/100 Dollars (\$500,000) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the COUNTY; however, if there are findings or questioned costs related to the program that is federally funded by the COUNTY, the CONTRACTOR and/or MUNICIPALITY shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the COUNTY.

(d) If on a cumulative basis the CONTRACTOR and/or MUNICIPALITY expends less than Five Hundred Thousand and no/100 Dollars (\$500,000) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the CONTRACTOR's and/or MUNICIPALITY's fiscal year in which any payment was received from such federal programs.

(e) All required documents must be submitted within nine (9) months of the close of the CONTRACTOR's and/or MUNICIPALITY's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

and

Monroe County Department of Planning and Development
8100 CityPlace
50 West Main Street
Rochester, New York 14614

(f) The CONTRACTOR and/or MUNICIPALITY shall, upon request of the COUNTY, provide the COUNTY such documentation, records, information and data and response to such inquiries as the COUNTY may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the COUNTY and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the COUNTY deems necessary to assure or monitor payments to the CONTRACTOR and/or MUNICIPALITY under this Agreement.

(g) The COUNTY's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to CONTRACTOR and/or MUNICIPALITY and shall remain in full force and effect for a period of three (3) years after the close of the CONTRACTOR's and/or MUNICIPALITY's fiscal year in which any funds or payment was received from the COUNTY under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

This Agreement
complies with the
requirements for
routine Monroe
County Contracts

Dept. Dir. Initials

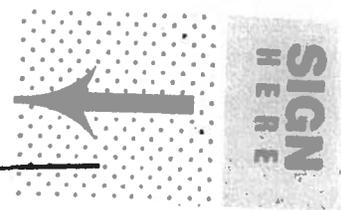
COUNTY:

By: _____
MAGGIE BROOKS
County Executive

MUNICIPALITY:

TOWN OF BRIGHTON

By: _____
WILLIAM W. MOEHLE
SUPERVISOR



CONTRACTOR:

TODD FRITZ, INC.

Todd Fritz
SIGNATURE OF AUTHORIZED OFFICER

TODD FRITZ, PRESIDENT
NAME AND TITLE OF AUTHORIZED OFFICER

16-1580104
TAX I.D. #

OWNER(S):

MARGARITA SUMEGUIN

Margarita Sumeguin
SIGNATURE OF OWNER

SIGNATURE OF OWNER

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

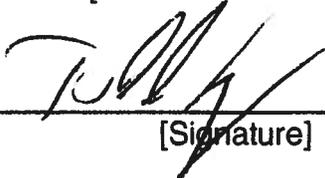
The undersigned certifies, to the best of his/her knowledge and belief, that the CONTRACTOR and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/ application/proposal/contract/ agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/ application/proposal/contract/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: 2-3-12

TODD FRITZ, INC.

[Print Name of Contractor Company]

By: 

[Signature]

TODD FRITZ

[Print Name]

PRESIDENT

[Print Title/Office]

EXHIBIT A

[CONTRACTOR'S ESTIMATE]

Property Address: 245 Varinna Drive, Rochester, NY 14618
Homeowner Name: Margarita Sumeguín

Work and Specification Write-Up and Contractor's Cost Estimate

DESCRIPTION OF WORK TO BE DONE

1. ROOF - TEAROFF

NOTE: Contractor shall call (24 hours in advance) 753-2024 to order an inspection after new sheathing is installed, but before felt paper is in place. Failure to do so will result in rejection of payment for this item.

Remove all old roofing to the existing sheathing boards. Replace all rotted sections to provide sound nailing for new installation. Install minimum 1/2" exterior grade water-resistant glued, plywood sheathing shimmed flush with existing on all roof surfaces to be renewed. If existing sheathing is 3/8" plywood install 3/8" plywood with clips or framing for all joints. Apply 15-lb. felt lapped to the weather, stapled and battened in preparation for new roof covering. Remove and cover areas only that can be weather controlled to prevent interior damage until final roof covering is applied. All debris shall be removed from premise and disposed of in a proper place and premise shall be kept clean throughout construction period. All shingle or tar marks shall be removed from siding.

ASPHALT/FIBERGLASS SHINGLE ROOF - NEW

Apply new asphalt/fiberglass shingle roofing on all roof surfaces to include any porches, canopies, bay windows, etc. Repair or replace all flashing, gutter hangers, chimney crickets and the like that will not provide a sound nailing for new roof surfaces. If necessary install new aluminum step flashing around full perimeter of chimney, minimum 6" up masonry surfaces. Cut 1/4" into mortar lines and insert flashing into the cut. Seal with roof sealant. Flashing will be stepped INTO roofing on pitched sides. **NO EXPOSED NAILING WILL BE PERMITTED.** If necessary install new flashing kit(s) around skylight(s).

Install new metal edge strips at eaves and gable ends nailed 6 inches on center along the inner edge. Provide a continuous starter strip of ice and water shield from eaves edge to a point at least 24 inches inside the exterior wall line of the building. Install ice & water shield in the valleys. Color of top sheet shall match color of shingles as close as possible. Shingles shall be architectural with minimum 25-year manufacturer's warranty. Owner shall select color (standard colors only, no special order). Ridges and hips shall be preformed or cut from 12 inch by 36-inch square butt shingle strips, lapped 4 inches and of color to match the roof shingles. Cement shingles to valley lining. Ventilation - Allow for a minimum of 1 SF of roof ventilation for every 300 SF of attic floor space. Ensure that soffits are not choked with insulation, where accessible insulation baffles will be installed. Install soffit vents as required.

Nord, G.A.F. or other approved roofing membrane installed to manufacturer instructions is to be used for all roof areas with less than 3/12 pitch. Where low pitched areas meet full pitch

Property Address: 245 Varinna Drive, Rochester, NY 14618
Homeowner Name: Margarita Sumeguín

areas rubber roofing shall extend 36" up on full pitch area. Shingles shall overlay 18".

Manufacturers: Owens-Corning, Certainteed, I.K.O. or other approved equal manufacturer. Application shall be according to manufacturer's specifications or instructions for the type of deck to which applied. Detached garages and other accessory buildings shall be **excluded**. Contractor shall provide a ladder for inspection upon request.

TOTAL SQUARE INCLUDING WASTE 180 ROOF PITCH 7/12
NUMBER OF SHEETS OF PLYWOOD INCLUDED IN THIS QUOTE 0
PRICE PER SHEET FOR ADDITIONAL PLYWOOD IF NECESSARY \$45/SHEET
NUMBER OF ADDITIONAL SOFFIT VENTS INCLUDED IN THIS QUOTE 0

PRICE 5,600.00

2. GUTTERS - SEAMLESS ALUMINUM

Remove all existing gutters and dispose of properly. In the case of fascia mounted gutters ensure fascia is solid and can support weight of new gutters. Where gutter hangers with stays to prevent swing are to be used, ensure lower portion of roof is in good condition.

Install new 5" pre-finished aluminum seamless gutters and downspouts with all required ells, miters, hangers and other accessories to ensure proper anchorage and proper drainage of all roof areas. Pitch gutters to downspouts 1/16" per foot minimum. Hangers/brackets to be installed no greater than 30" on center with straps installed under roofing shingles or install with spikes and ferrules into rafter tails. Install matching downspouts with splash blocks of sufficient size to accommodate the roof area or route water to grade sloped away from building (min. 18").

State method of fastening 230 FT
Approximate length HIDDEN HANGER

PRICE 920.00

TOTAL COST 6,520.00

All permits and inspections, along with any associated fees or costs, are the sole responsibility of the Contractor. All work shall comply with Federal, State, County and local laws, regulations, codes and ordinances.

Property Address: 245 Varinna Drive, Rochester, NY 14618
Homeowner Name: Margarita Sumeguín

CONTRACTOR'S COST ESTIMATE

I have inspected the above property on (DATE) 12/30/11, and hereby submit the following estimate to perform the work described on the attached Work and Specification Write-Up:

Total Cost of Repairs on Write-Up: \$ 6520.00
Estimated Number of Days to Complete: 3 DAYS

In submitting this estimate, I am aware that payment for this work will be provided in whole or in part through the Monroe County Home Improvement Program. In consideration thereof, I hereby attest that in the hiring of any sub-contractor and/or laborer in the performance of this work, I will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

If I am the chosen bidder, I agree to provide current, original insurance certificates signed by my agent and made out to: Monroe County, 50 W. Main Street, Suite 8100, Rochester, NY 14614. Certificates shall provide proof of **Workers' Compensation and Disability Insurance. Commercial General Liability Insurance*** (including, without limitation, contractual and products liability) with single limits of liability in the amount of \$300,000 per occurrence and \$500,000 aggregate; and **Automobile Liability Insurance** in the amount of \$500,000 combined single limit or \$250,000 per occurrence bodily injury and \$250,000 per occurrence property damage. **Monroe County must be named as Additional Insured on the Commercial General Liability certificate.** The Contractor shall require all subcontractors who perform work under this agreement to procure and maintain, for the life of the subcontract, insurance of the types and in the amounts specified above.

**If you are not required to carry Workers' Compensation and/or Disability Insurance, you must provide the waiver from the NYS Workers' Compensation Board.*

Signature: _____ Date: 12/30/11
Printed Name: James R. Fritz Title: President
Name of Firm: ICM Fritz Inc.
Complete Firm Address: 554 Avila Street Rochester NY 14615
Phone: Work: 254-3090 Cell: X Pager: X Fax: 254-3094
Federal I.D. or Social Security Number: 16-1580104
Email Address: jfriz2@rochester.com
Is your Firm a minority-owned Business? Yes ___ No X
Is your Firm a woman-owned Business? Yes ___ No X
Is your Firm a (circle one) Corporation Partnership Individual DBA

**MONROE COUNTY HOME IMPROVEMENT PROGRAM
GRANT
NOTE AND MORTGAGE**

THIS NOTE AND MORTGAGE, made this _____ day of _____, 20____, by Margarita Sumeguín, residing at 245 Varinna Drive, Rochester, NY 14618, (the "OWNER").

WITNESSETH:

WHEREAS, the Monroe County Legislature has authorized the County of Monroe, a municipal corporation organized under the laws of the State of New York, with its offices at 39 West Main Street, Rochester, New York 14614 (the "COUNTY"), to receive funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974 and the National Affordable Housing Act of 1990 in order to help finance housing activities to ensure that all County residents have access to decent shelter and to increase the supply of affordable housing for low and moderate income families; and

WHEREAS, the COUNTY has implemented an approved Home Improvement Grant and Loan Program (the "PROGRAM"), for eligible homeowners; and

WHEREAS, the OWNER has entered into a Home Improvement Program Agreement ("HIP AGREEMENT"), with the COUNTY, dated _____ and as security for the repayment of any grant or loan proceeds which become due thereunder, the OWNER hereby executes this Note and Mortgage and agrees that it shall be recorded in the Office of the Monroe County Clerk;

NOW, THEREFORE, it is agreed by the OWNER to this Note and Mortgage as follows:

1. Pursuant to the HIP Agreement, the COUNTY will provide financial assistance in the amount of Six Thousand Five Hundred Twenty and 00/100 DOLLARS (\$6,520.00) to the OWNER for the exclusive purpose of rehabilitating the premises located at 245 Varinna Drive, Rochester, NY 14618 in the Town of Brighton, County of Monroe, State of New York, being in Tax Block Number 137.06-2-32 the "PROPERTY").
2. The COUNTY shall provide financial assistance to the OWNER in the following manner:
 - a. A deferred loan at 0 percent (0%) interest for 60 months in the amount of Six Thousand Five Hundred Twenty and 00/100 Dollars (\$6,520.00) (the "Deferred Loan").
3. In order to secure the total amount of this Deferred Loan, the OWNER hereby mortgages to the COUNTY, for a period of 60 months, all right, title and interest of the OWNER in and to the PROPERTY described in Section (1) above, together with:

Property is a single-family dwelling

RECORD AND RETURN TO BOX 311
Monroe County
Department of Planning & Development

- a. the building and improvements on the PROPERTY;
- b. all of the OWNER'S right, title and interest in and to any land lying in the bed of the streets in front of and adjoining the PROPERTY to the center lines of such streets;
- c. all fixtures which now are or which later may be attached to or used in connection with the PROPERTY (This does not include the household furniture.);
- d. all condemnation awards for any taking by government or agency of the whole or part of the PROPERTY or any easement in connection with the PROPERTY (This includes awards for changes of grades of streets.);
- e. all right, title and interest but not obligation, of the OWNER in and to all leases and other agreements affecting the use or occupancy of the PROPERTY or any common area appurtenant thereto now or hereafter entered into (the "LEASE") and the rents, issues and profits of the PROPERTY (the "Rents") (This provision will not be construed as providing the OWNER'S consent to any Lease of the PROPERTY.); and,
- f. any right, title and interest of the OWNER in and to any common areas appurtenant thereto.

The 60-month duration of this mortgage shall be known as the "affordable housing period."

4. This Note and Mortgage shall immediately become due and payable, without notice or demand, and the OWNER shall immediately pay to the COUNTY the total amount secured by this Note and Mortgage if any one or more of the following events occurs during the affordable housing period:
 - a. the PROPERTY is rented, title is transferred voluntarily or by operation of law, or in case of bankruptcy, foreclosure, etc., or if the OWNER otherwise fails to occupy the PROPERTY as his/her principal residence. ("Principal residence" shall mean that the OWNER must reside at the PROPERTY for any consecutive nine months in each year of the affordable housing period and consider it his/her principal domicile.);
 - b. the OWNER fails to maintain as current all PROPERTY taxes;
 - c. the OWNER fails to keep the PROPERTY, including all improvements, insured against loss by fire and other risks as required by Lender(s) or as required by the COUNTY;
 - d. the OWNER fails to keep the PROPERTY in reasonably good repair.
5. If the OWNER complies with the provisions of Section 4 above for the term of the affordable housing period, he/she shall be provided with a recordable Discharge of Mortgage and owe nothing to the COUNTY.
6. The OWNER agrees to accept individual and personal liability with respect to any such funds owed to the COUNTY under the terms of this Note and Mortgage and the above cited HIP Agreement.

7. If the COUNTY incurs any costs in collecting the affordable housing subsidy secured by this Note and Mortgage, including but not limited to reasonable attorney's fees, such costs will be added to the affordable housing subsidy and will also be secured by this Note and Mortgage.
8. The OWNER will, within ten (10) days after request by the COUNTY and at the OWNER'S expense, furnish the COUNTY with a statement, duly acknowledged and certified, setting forth the amount of the affordable housing subsidy and whether any offsets or defenses exist against the affordable housing subsidy.
9. The OWNER acknowledges and agrees that the COUNTY has no obligation to subordinate its lien to any other debt of OWNER.
10. The terms, covenants and conditions of this Note and Mortgage will in all respect be governed, construed, applied and enforced in accordance with the laws of the State of New York.
11. All of the terms, covenants and conditions of this Note and Mortgage will run with the PROPERTY and will apply to, bind and inure to the benefit of the OWNER and the COUNTY and his/her respective heirs, personal representatives, successors and permitted assigns and all subsequent holders of this Note and Mortgage, and all subsequent owners, encumbrances, tenants and subtenants of the PROPERTY or any part thereof or interest therein, except to the extent expressly provided to the contrary herein.
12. This Note and Mortgage may be modified, amended, changed, discharged or terminated only by written agreement, in a form suitable for recording, signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.
13. The OWNER warrants and represents that he/she (and the undersigned representatives of the OWNER, if any) has full power, authority and legal right to execute and deliver this Note and Mortgage and to mortgage all right, title and interest of the OWNER in and to the PROPERTY, pursuant to the terms hereof and to keep and observe all terms, covenants and conditions of this Note and Mortgage on the OWNER'S part to be performed.
14. If there is more than one OWNER, each will be separately liable. The words "OWNER" and "COUNTY" will include their heirs, executors, administrators, successors and permitted assigns. If there is more than one OWNER, the words "OWNER" used in this Note and Mortgage will be read as if written in the plural. Words in the masculine or feminine gender appearing herein will be deemed to refer to either or both male or female persons, as the sense of the sentence requires.

IN WITNESS WHEREOF, the OWNER states that he/she has read this Note and Mortgage, received a complete copy of it, and has duly signed this Note and Mortgage Agreement on the date first above written.

OWNER(S)

Margarita Sumeguin
Margarita Sumeguin

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the 6th day of February, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Margarita Sumeguin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARGARET BIRCH STREETER
NOTARY PUBLIC, STATE OF NEW YORK
COUNTY OF MONROE 01978216134
COMMISSION EXPIRES 1/11/14

Margaret Birch Streeter
Notary Public

12/2004

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO
Councilpersons

RESOLVED, that correspondence dated February 17, 2012 from Town Director of Finance Suzanne Zaso regarding the creation of a newly created part-time position entitled Micro Computer Support Technician, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorize the Supervisor or his duly designated representative to acquire the tile "Micro Computer Support Technician" through the Civil Service submission process, and be it further

RESOLVED, that the Town Board hereby creates, upon the acquisition of said title, the new part-time, 20 hour per week position of Micro Computer Support Technician under Information Systems in the Finance Department and amends the Town's Part-Time Permanent and Seasonal Employee Wage Schedule to add the position of Micro Computer Support Technician under a new Group X with the steps set forth in the letter above referenced.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



SUZANNE ZASO, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
Phone (585) 784-5211 Fax (585) 784-5396

February 17, 2012

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

Re: Create Micro Computer Support Technician position in Finance Department
And add title to Part-Time Permanent and Seasonal Employee Wage
Schedule

Dear Honorable Members:

The Town currently has one full-time Coordinator of Data Processing to handle the daily information technology system needs of the Town. The duties of this one employee include, but are not limited to, the purchase, installation, support and management of all Town (exclusive of Library) computers (approximately 145 of them) and printers, ten servers and networking equipment, a mainframe, software, a town-wide telecommunications system, in addition to personal computing support and data management.

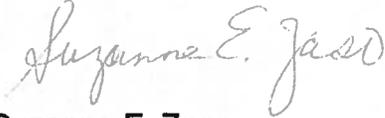
Due to the ever growing demands and responsibilities placed upon the Town's Coordinator of Data Processing, I am recommending that the Town Board create a new part-time, 20 hour per week position under Information Systems in the Finance Department using the Civil Service title of Micro Computer Support Technician to support the Coordinator of Data Processing. This title would need to be acquired through the Civil Service submission process. I am also recommending that the Town Board take action to amend the Town's Part-Time Permanent and Seasonal Employee Wage Schedule to add the position of Micro Computer Support Technician under a new Group X with the following steps:

- Step 1: \$19.98 per hour
- Step 2: \$21.00 per hour
- Step 3: \$22.03 per hour
- Step 4: \$23.15 per hour
- Step 5: \$24.32 per hour

These steps mirror those for steps 2 through 6 of Group 3 of the Town's Non-Represented Employee Salary and Wage Schedule and are in line with a similar position currently held by an employee in the Brighton Memorial Library.

I will be happy to answer any questions regarding this matter

Sincerely,

A handwritten signature in cursive script that reads "Suzanne E. Zaso".

Suzanne E. Zaso
Director of Finance

Cc: Gary Brandt, Director of Personnel
Sue Wentworth, Coordinator of Data Processing

MICRO COMPUTER SUPPORT TECHNICIAN

Code No: 4-20-010
COMPETITIVE

DISTINGUISHING FEATURES OF THE CLASS: This is a technical position responsible for performing a variety of computer-related activities, including troubleshooting, problem solving, and equipment installation. The employee reports directly to and works under the general supervision of a computer resources administration staff member. Does related work as required.

TYPICAL WORK ACTIVITIES: (All need not be performed in a given position. Other activities may be performed although not listed.)

Resolves microcomputer user problems through telephone response and screen sharing;

Diagnoses software and hardware problems for computers;

Installs software and upgrades for computers;

Trains, teaches, and aides other staff in the use and instruction of computers;

Assists with training program users;

Assists in communicating information to users through electronic mail program;

Designs and maintains website using sophisticated software;

Maintains electronic mail system.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:

Good knowledge of computers, their operating capacities, and related systems; good knowledge of the software packages commonly used by microcomputer equipment; organizational ability; ability to instruct others in the operation of microcomputer and peripheral equipment; ability to diagnose hardware and software problems; ability to install microcomputer software; ability to analyze and resolve routine technical problems with computers; ability to establish and maintain effective working relationships; ability to communicate effectively both orally and in writing; good judgment, physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of an equivalency diploma, plus EITHER:

- (A) Graduation from a regionally accredited or New York State registered college or university with an Associate's degree in an Information Technology related field, plus two (2) years of paid full time or its part time equivalent experience in computer systems support*, or diagnosing and resolving software and hardware problems; OR,

- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in an Information Technology related field, plus six (6) months of paid full time or its part time equivalent experience as defined in (A) above; OR,
- (C) An equivalent combination of education and experience as defined by the limits of (A) and (B) above.

* **Computer systems support** for the purposes of these minimum qualifications, involves typical duties such as providing technical assistance, advising and supporting users, interpreting problems and providing support for hardware and software issues.

SPECIAL REQUIREMENT:

If you are appointed, you will be required to have a valid license to operate a motor vehicle in New York State or otherwise demonstrate your capacity to meet the transportation needs of the job.

ADOPTED: April 9, 1998
REVISED: October 7, 1999
REVISED: April 5, 2007
REVISED: September 9, 2010

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO
Councilpersons

RESOLVED, that correspondence dated February 15, 2012 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to set a public hearing for the proposed removal of two significant trees, as that term is defined in section 175-3 of the Town Code, due to health and/or safety reasons and identified as a forty-two inch diameter silver maple located at 68 Walden Place and a thirty-seven inch diameter silver maple located at 139 Greenaway Road, be received and filed; and be it further

RESOLVED, that the Town Board hereby schedules pursuant to Section 175-8(A) of Chapter 175 of the Town Code a public hearing to be held on March 28, 2012 at 7:30 p.m. or as soon thereafter as each can be reasonably heard, relative to the proposed removal of each of the above trees, and be it further

RESOLVED, that the Town Board hereby directs the Commissioner of Public Works or his duly authorized designee to send the notices of said public hearings as required under Section 175-8(A) of the Town Code.

Dated: February 22, 2012

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|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |



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 15, 2012

Supervisor William Moehle and
the Honorable Town Board
Brighton Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

Re: Proposed Tree Removals

Dear Supervisor Moehle and Town Council Members:

It is recommend that your Honorable Body receive and file this advisory communication pursuant to Chapter 175 of the Town Code, Trees, Section 8, Removal. The following trees are proposed to be removed in accordance with the provisions of said chapter due to tree health and/or safety reasons:

- | | | | |
|----|---------------------|------------------|---------|
| 1) | #68 Walden Place | 42" Silver Maple | Removal |
| 2) | #139 Greenaway Road | 37" Silver Maple | Removal |

The Public Works Committee and the Tree Council have previously reviewed the reports, as prepared by our consulting arborist, associated with the above locations and concur with the proposed action. The above trees are considered significant, therefore a public hearing will be required. The requisite communication to each adjoining owner(s) will be issued prior to the public hearing in accordance with the provisions of the Town Code. This department will coordinate replacement of these trees with the affected property owners.

As always, your consideration of matters such as this is greatly appreciated.

Very truly yours,

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

TEK/wp

cc: T. Anderson
D. Aman
M. Hussar
K. Gordon

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated February 10, 2012 from Chief of Police Mark T. Henderson regarding the employment of a particular person together with the attached resume of said particular person, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Chief of Police to extend a Conditional Offer of Employment to Cale Flora as a Police Officer, effective April 9, 2012 at a starting salary of \$58,441.00 in accordance with Article 8 of the Collective Bargaining Agreement between the Town and the Brighton Police Patrolman's Association, said appointment, subject to successful completion of all testing, evaluation and approval as required, will be for a probationary period of twenty-six weeks.

Dated: February 22, 2012

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|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 22nd day of February, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

JAMES R. VOGEL
LOUISE NOVROS
CHRISTOPHER K. WERNER
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated February 6, 2012 from Town Director of Personnel Gary Brandt regarding approval of unpaid medical leave for the period of January 30, 2012 through May 31, 2012 for a particular person, be received and filed in redacted form, said redaction effecting only the parts of said memorandum that contain the particular person's name, position and any other personally identifiable information; and be it further

RESOLVED, that the Town Board, having discussed the matter in Executive Session, hereby authorizes nunc pro tunc the unpaid medical leave requested for the period of January 30, 2012 through May 31, 2012 in the above referenced memorandum for the person identified in the original memorandum which shall be placed in the employee's confidential personnel file.

Dated: February 22, 2012

| | | |
|--------------------------------------|--------|-------|
| William W. Moehle, Supervisor | Voting | _____ |
| James R. Vogel, Councilperson | Voting | _____ |
| Louise Novros, Councilperson | Voting | _____ |
| Christopher K. Werner, Councilperson | Voting | _____ |
| Jason S. DiPonzio, Councilperson | Voting | _____ |