

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
MAY 9, 2012

Present:

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

Kenneth Gordon, Attorney for the Town

Daniel Aman, Town Clerk

EXECUTIVE SESSION:

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to go into executive session at 6:30PM to discuss a matter of real estate tax litigation

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to come out of executive session at 7:10PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING CALLED TO ORDER at 7:13PM:**RECOGNITIONS/PRESENTATIONS:**

National Women's Health Week May 13th – 19th, 2012 Proclamation Presentation to the Breast Cancer Coalition of Rochester - Holly Anderson, Executive Director accepting

Brighton Volunteer Ambulance 25th Anniversary

2011 Annual Report - Town of Brighton Sustainability Oversight Committee – Paul Tankel, Chairperson presenting

OPEN FORUM:

Judy Schwartz
Kelly Cheedle
Joshua Barouth
Brijen Gupta
Marge Alaimo (by telephone)

APPROVAL OF AGENDA:

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel to approve the agenda with the addition of an item of New Business

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Community Services – Next Meeting 5/21/12 at 4:00PM in Brookside
Finance and Administrative Services – Next Meeting 5/15/12 at 3:30PM in Stage Conference Room
Public Safety Services – Next Meeting 6/12/12 at 8:00AM in Downstairs Meeting Room
Public Works Services – Next Meeting 6/13/12 at 4:00PM in Downstairs Meeting Room

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

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel that the Supervisor read and approve the payment of claims as set forth in Exhibit No. 1 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize appointment of a particular person as part-time Micro Computer Support Technician effective May 14, 2012 (see Resolution #1 and letter dated April 30, 2012 from Susan Wentworth, Coordinator of Data Processing).

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. 2 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to transfer funds from Contracted Services to appropriate Payroll and FICA accounts to defray hourly wages for part-time Micro Computer Support Technician (see Resolution #2 and letter dated May 1, 2012 from Suzanne Zaso, Director of Finance).

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. 3 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to accept monetary donation in the amount of \$50 from a local resident, to the Brighton Police Department (see Resolution #3 and associated communications).

Motion by Councilmember Jason DiPonzio 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. 4 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Agreements with particular Towing Service contractors to provide towing services for the Town (see Resolution #4, letter dated April 24, 2012 from Police Chief Mark Henderson and copy of Agreements).

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. 5 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file with authorization to Supervisor to execute necessary Turnaround Easement Agreement located at 128 Remington Parkway (see Resolution #5, letter dated May 1, 2012 from Chad Roscoe, Jr. Engineer, DPW and Easement Agreement).

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 approval to hire a particular person to fill the open position of Part-Time Cleaner effective May 14, 2012 for the Town (see Resolution #6 and letter dated May 1, 2012 from Timothy E. Keef, P.E. Commissioner of Public Works).

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. 7 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file petition and set May 23, 2012 as the Public Hearing date for extension #96 to the Brighton Consolidated Sewer District to support proposed Marian's House project (see Resolution #7, letter dated May 4, 2012 from Michael Guyon, Town Engineer and Petition documentation).

Motion by Councilmember James Vogel 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 appointment of a particular person to the Parks and Recreation Citizen's Committee to serve as a Student Member effective July 1, 2012 through June 2014 (see Resolution #8).

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. 9 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Town Assessor to execute an affidavit requesting the New York State Supreme Court to issue an Order approving the settlement of the certiorari proceeding relating to the residential property at 3211 East Avenue in the Town of Brighton according to the terms set forth in the Stipulation of Settlement in Matter of Kilsyth, LLC v. The Board of Assessors and the Board of Assessment Review of the Town of Brighton

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. 10 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Authorize support of Gender Expression Non-Discrimination Act (GENDA) see Resolution #9 and associated communications.

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. 11 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Expense and revenue for month ending April 30, 2012

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros that the Expense and revenue report for month ending April 30, 2012 be received and filed.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

EXECUTIVE SESSION:

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to go into executive session to discuss a matter of real estate tax litigation

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner to come out of executive session at 10:03PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED:

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to adjourn

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

CERTIFICATION:

I, Daniel Aman, 131 Elmore Road, Rochester, NY do hereby certify that the foregoing is a true and accurate record of the proceeding of the Town of Brighton, County of Monroe, State of New York meeting held on the 9th of May 2012 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated April 30 2012 from Coordinator of Data Processing, Susan Wentworth, regarding the appointment of a particular person as a part-time Micro Computer Support Technician be received and filed, and be it further

RESOLVED, that the Town Board hereby provisionally appoints Jesse Rittenhouse to the part-time position of Micro Computer Support Technician on a probationary basis with a 52 week probationary period commencing May 14, 2012 at the pay rate set forth in the above referenced letter, and be it further

RESOLVED, that said appointment will become permanent upon Mr. Rittenhouse's successful completion of the Civil Service testing requirements which open competitive exam will be held by the Monroe County Civil Service Commission at a future date.

Dated: May 9, 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

April 30, 2012

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

Dear Honorable Members:

The Monroe County Civil Service Commission approved the Town's application for the Civil Service position of Micro Computer Support Technician. With the prior action of the Town Board to create this position, a widespread search for qualified candidates was conducted.

I am recommending that Mr. Jesse Rittenhouse be provisionally appointed to the position of Micro Computer Support Technician subject to Town Board approval. The starting wage shall be \$19.98 per hour for 20 hours per week (Group X, Step 1 of the Permanent and Seasonal Employee Wage Schedule). This appointment is subject to a 52 week probationary period effective the date of hire on May 14, 2012.

The appointment will become permanent upon Mr. Rittenhouse's successful completion of the Civil Service testing requirements. The Monroe County Civil Service Commission will be holding an open competitive exam at a future date.

I respectfully request that the Honorable Town Board authorize the hiring of Mr. Jesse Rittenhouse to the position of Micro Computer Support Technician subject to the conditions referenced above.

Thank you for your consideration.

Susan Wentworth
Coordinator of Data Processing

CC: Suzanne Zaso, Director of Finance
Gary Brandt, Director of Personnel



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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that a memorandum dated May 1, 2012 from Director of Finance, Suzanne Zaso, regarding the transfer of funds from Contracted Services to appropriate Payroll and FICA accounts to cover the 2012 wages and payroll expense for the part-time position of Micro Computer Support Technician, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the transfer of \$14,210.00 from Contracted Services (A.FINCE.1680 4.49) with \$13,200.00 being credited to Part-Time Wages (A.FINCE.1680 1-20) and \$1,010.00 being credited to Employer FICA Contributions (A.FINCE.1680 8.20) to cover the wages and payroll expense for the part-time position of Micro Computer Support Technician for the balance of calendar year 2012.

Dated: May 9, 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) 784-5210 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *SZ*
Date: May 1, 2012
Subject: Budget Transfer for Micro Computer Support Technician

As part of the 2012 budget process, the need for added support in the Information Systems Department was discussed and addressed by appropriating \$25,500 in funds for either an outside contractor or a new permanent part-time position. At their February 22, 2012 meeting, the Town Board adopted a resolution to create the new position of Micro Computer Support Technician in the Information Systems Department at 20 hours per week. Since the original funding was provided under Contracted Services, I am requesting that \$14,210 be transferred from Contracted Services (A.FINCE.1680 4.49) with \$13,200 being credited to Part-Time Wages (A.FINCE.1680 1.20) and \$1,010 being credited to Employer FICA Contributions (A.FINCE.1680 8.20) to cover this position for the balance of 2012.

I will be happy to respond to any question the committee or other member of the Town Board may have regarding this matter.

Copy to: S. Wentworth
G. Brandt

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated April 30, 2012 from Chief of Police Mark T. Henderson, and the attachments thereto, regarding acceptance of a fifty dollar donation from Pittsford resident Mary J. Erway to the Police Department in recognition of the work that Officer James DeNero did to help recover her stolen property, be received and filed, and be it further

RESOLVED, that the Town Board hereby gratefully accepts the generous donation of Ms. Erway and thank her for her support and congratulates and thanks Officer James DeNero on his excellent work in helping to recover Ms. Erway's stolen property using GPS technology and good police skills.

Dated: May 9, 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

POLICE DEPARTMENT
2300 Elmwood Avenue
Rochester, New York 14618-2196



Mark T. Henderson
Chief of Police

Emergency 911
Administrative (585) 784-5150
Fax: (585) 784-5151

April 30, 2012

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

Dear Board Members:

Recently, the Police Department received a donation of \$50.00 from Pittsford resident Mary J. Erway, in recognition of the work that Officer James DeNero did to help recover her stolen property.

I request that the Town Board authorize the acceptance of this gift, and that the donation be recorded as revenue to the 2012 Police Department Operating Budget under A.POLCE.3120.2705 Gifts and Donations. I have attached a copy of my letter to Ms. Erway expressing the department's gratitude for this generous donation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mark T. Henderson".

Mark T. Henderson
Chief of Police

attachment

4/25/2012
STOLEN I Phone Recovered!!

Chief Henderson
Brighton Police Dept.
Rochester, N. Y. 14618

Dear Sir:

I am making a donation to your department as a recognition of Officer Senero. He went above and beyond any reasonable expectation in helping me to recover my stolen I Phone 4, valued at over \$800, using GPS technology and the "Find My I Phone" application, we were able to reliably pinpoint the location of the stolen phone to a Minnetta address.

Your officer, with assistance from Monroe County Sheriff, Deputy MacBride, accompanied us to the identified location ~~and~~ where we then sent an audible, consistent signal "Ping" to the phone.

Unmoved, the person in possession of the now obviously "pinging" phone, came out of the private residence and

willingly offered the phone to the officers

I am so grateful and very impressed by the officer's professionalism & willingness to go the "extra mile" into unprecedented territory. No doubt, this is not the last time GPS Tech. will be proved valuable in locating stolen property. If only we could implant this in all children!

Please send my thanks & regards to Officer Senero.

Sincerely
Mary J. Etway
Mary J. Etway
7 Green Hill Lane
Puttford, N.Y.
14534

(CR# 209286)

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated April 24, 2012 from Chief of Police Mark T. Henderson, and the attachments thereto, regarding authorization to enter into towing contracts with 12 Corners Towing, Murray's Towing and Sutherland Service to provide towing services to the Town of Brighton, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into the towing contracts referenced in the above letter and attachments as those agreements have already been reviewed and approved as to form by the Attorney to the Town.

Dated: May 9, 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

POLICE DEPARTMENT

2300 Elmwood Avenue
Rochester, New York 14618-2196



Mark T. Henderson
Chief of Police

Emergency 911
Administrative (585) 784-5150
Fax: (585) 784-5151

April 24, 2012

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

Dear Board Members:

I request permission to have the Supervisor enter into a Towing Agreement with 12 Corners Towing, Murray's Towing and Sutherland Service to provide towing services for the Town of Brighton.

The Towing Agreement is a long standing agreement that has established authorized towing vendors for the Town of Brighton. The tow vendors are called (by the 911 Center) based upon a given geographic area; the agreement establishes prices that can be charged for a variety of towing services and delineates the type of towing equipment the vendor is required to have at their disposal.

In the past, the Towing Agreement was signed by a member of the Command Staff of the Brighton Police Department only after the appropriate insurance documentation was provided and a review was completed of the previous year's service with the vendor, discussing any quality of service issues, if there were any.

The Towing Agreement formalizes long standing practices and specifically identifies the level of insurance required by tow vendors, the allowable response times for the vendor to arrive on scene, the amount that the vendor can charge for towing and storage fees and identifies applicable procedures relative to the handling and storage of the vehicles towed.

Please do not hesitate to contact me if you have questions about this request or would like a clarification of past practices.

Respectfully,

A handwritten signature in black ink that reads "Mark T. Henderson". The signature is written in a cursive style with a long horizontal line extending to the right.

Mark T. Henderson
Chief of Police

TOWN OF BRIGHTON
TOWING AGREEMENT

WHEREAS, the Town of Brighton, hereinafter referred to as the Town, requires the towing and storage of vehicles in certain specified situations and,

WHEREAS **Eastridge Collision Inc., dba Murray's Towing** is an automotive towing service, hereinafter referred to as Towing Service, with facilities available for the towing and storage of motor vehicles.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby mutually covenanted and agreed that:

1. The Towing Service warrants that it owns at least two (2) three-quarter ($\frac{3}{4}$) ton trucks and the equipment to dolly vehicles when necessary. The Towing Service further warrants that it has access to a two and one-half ($2 \frac{1}{2}$) ton tow truck to respond when necessary.
2. The Towing Service does hereby covenant and agree that it will perform, upon request of the Police Department of the Town of Brighton, the towing of vehicles, as hereinafter indicated ordered towed by the Police Department, and charges for same shall be in accordance with the Schedule of Tow Rates set forth in this contract.
3. The Towing Service agrees that for the duration of any public emergency it will have available for use by the Town a minimum of one (1) driver and one (1) vehicle to perform towing as aforesaid.
4. Vehicles to be towed by the Towing Center pursuant to the terms of this agreement as follows:
 - A-1. All vehicles ordered towed subsequent to arrests, equipment violations, and accidents will be towed to the Towing Service Center.

When towed to the Towing Service Center, the Towing Service shall collect all towing and storage fees. In the event that the Towing Service is requested to tow a vehicle to a location other than the Police impound or the Towing Service Center, only one continuous rate may be charged for towing the vehicle, even when the vehicle may be temporarily dropped en route.

- A-2. The following vehicles will be towed to the Police impound:
- a. Recovered stolen autos
 - b. Abandoned vehicles
 - c. Vehicles towed during snow emergencies
 - d. Vehicles of an evidentiary nature
 - e. Illegally parked vehicles
 - f. Vehicles towed as a result of an arrest for Aggravated Operation of a Motor Vehicle in the First or Second Degree. The Police Department will collect all tow fees for these vehicles.
- A-3. For vehicles towed per paragraph A-2, the Towing Service shall submit a voucher each month to the Brighton Police Department.
- A-4. Five-page tow tickets will be provided for the Towing Service at the time of the tow of a vehicle. The Officer ordering the tow will complete the ticket in cooperation with the driver and give two copies of the ticket to the driver and leave the green copy in the vehicle. The Towing Service will keep the gold copy for its records and then submit the pink copy with its claim voucher for payment each month for towing charges. No tow ticket is necessary for accident vehicles, unless extenuating circumstances, such as an ongoing investigation, require the Police Department to retain the vehicle, in which case, a tow ticket will be issued.
- A-5. Before releasing a vehicle towed to the Towing Service Center, for reasons other than accidents, the vehicle's owner, or person retrieving the vehicle, must first have gone to the Police Department and received a release for the vehicle. The release shall be the yellow copy of the tow ticket. The yellow copy of the tow ticket will be the only legitimate authorization for the release of the Police-ordered towed vehicle with the previously mentioned exception of accident vehicles.
- A-6. No storage fee shall be collected for any towed vehicle for the 1st calendar day on which the vehicle was towed. If a storage fee is assessed against the vehicle after the first calendar day, a registered letter must be sent to the owner's last-known address informing him/her of the storage charges. This notice must be on or before the fifth (5th) day of storage.

Costs for this registered letter will be added to the storage charges. If the contact is made in person, the Towing Service must obtain the owner's signature acknowledging he/she has been informed of the storage charges. A record of these contacts will be maintained by the Towing Service Center. The Towing Service Center may charge storage fees only for days that the vehicle can be picked up by the owner. For example, if a vehicle cannot be claimed by the owner on a holiday, then storage for that day shall not be charged.

- A-7. The Towing Service agrees to render service to disabled Brighton Police vehicles, including towing and changing flat tires with spare tires provided by the Brighton Police Department at no charge.
- A-8. The Towing Service agrees to respond to calls from the Police Department within ten (10) minutes during normal business hours, and within twenty (20) minutes during hours when the Towing Service Center business is closed. In the event the Towing Service is unable to respond to a call within these time frames, they will so advise the Police Department. The Police Department will then contact a back-up service vendor from one of the other service vendors that contracts with the Town. The initial vendor will not contact another vendor directly to provide service.
- A-9. The Towing Service agrees to be available 24 hours a day every day of the year to receive towing and service assignments from the Police Department.
- A-10. The Towing Service agrees to supply a printed card listing all towing and storage rates, the business name and address, telephone number, and hours of business. A card shall be given to the operator of any vehicle towed by Police, when possible.
- A-11. The Towing Service is required to meet the demands of the New York State Vehicle and Traffic Law, Section 1219-c, which states that any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon such highway from such a vehicle. The Towing Service must have available to it a shovel and broom for use to remove such debris.

- A-12. The Towing Service agrees that all disputes arising from the towing of Police-referred vehicles shall be heard by the Chief of Police or his designee, and his decision in each case will be final.
- A-13. During the term of this agreement, the Towing Service understands that any violation of the terms stated herein by the Towing Service may result in the immediate termination of this agreement between the Town of Brighton and Towing Service with regard to towing. The agreement may also be terminated upon repeated complaints wherein the Towing Service is found to be a fault in the disputes.
- A-14. This towing agreement may also be terminated by either party upon thirty (30) days' prior written notice.
- A-15. The Towing Service must submit proof of insurance or financial security to cover any claim for damages arising out of or resulting from the towing or storage of vehicles.
- A-16. The Towing Service agrees to abide by all relevant DMV regulations and requirements of the Vehicle and Traffic Law when disposing of vehicles left abandoned at the Service's place of business.
5. The Towing Service agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this agreement or its right, title or interest therein, nor any part thereof, nor any monies which are or will become due and payable there under without the prior written consent of the Town of Brighton.
6. The Towing Service covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be officers or employees of the Town, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
7. The Towing Service agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

8. The Towing Service agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Towing Service may perform for the Town pursuant to this agreement. The Towing Service shall maintain, during the entire term of this agreement, insurance to protect the Town from and against any and all claims, injury or damage to persons or property, both real and personal, arising from this agreement and the services provided hereunder, in at least the following types and amounts, from such carriers as may be mutually agreed by Town and Towing Service.

One Million Dollars General Liability
One Million Dollars Product Liability
Two Million Dollars Annual Aggregate
Automobile Liability and
Workers' Compensation with statutory limits

The Towing Service agrees to provide the Town with insurance certificates, evidencing all such coverage naming the Town as an additional insured. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon thirty (30) days' written notice, by certified mail, return receipt requested, to the Town.

9. **Schedule of Tow Rates**

B-1. Towing of vehicles to the Brighton Police Department impound area at 1941 Elmwood Avenue.	\$ 100.00
B-2. Towing of vehicles to the Towing Service's place of business (excluding accident vehicles).	\$ 100.00
B-3. Towing of accident vehicles	\$ 100.00
B-4. Calls for road service labor, no towing involved (starts, out-of-gas, lock outs, flat tires, etc.).	\$ 50.00
B-5. Per day storage fee.	\$ 20.00
B-6. Winching fee (0-30 minutes).	\$ 50.00
Each additional 30 minutes	\$ 35.00
B-7. Dolly a car (extra/additional).	\$ 35.00
B-8. Notification Fee	\$ 20.00
B-9 Gas Fee (when per gallon price exceeds \$3/gal)	\$ 5.00

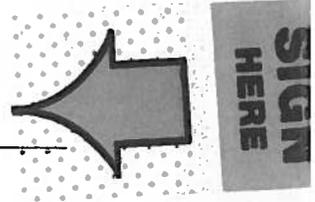
This agreement shall supersede any previous agreements and shall constitute the full and complete agreement between the parties hereto. The foregoing agreement shall be in effect for a period of one year from the date of the signing of said agreement.

IN WITNESS WHEREOF, we have set our hands and seals this

_____ day of _____, 20 ____.

Town of Brighton

By _____



Towing Service Center

By _____

TOWN OF BRIGHTON

TOWING AGREEMENT

WHEREAS, the Town of Brighton, hereinafter referred to as the Town, requires the towing and storage of vehicles in certain specified situations and,

WHEREAS Twelve Corners Towing/Blue Lightning Enterprises, Inc. is an automotive towing service, hereinafter referred to as Towing Service, with facilities available for the towing and storage of motor vehicles.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby mutually covenanted and agreed that:

1. The Towing Service warrants that it owns at least two (2) three-quarter ($\frac{3}{4}$) ton trucks and the equipment to dolly vehicles when necessary. The Towing Service further warrants that it has access to a two and one-half ($2 \frac{1}{2}$) ton tow truck to respond when necessary.
2. The Towing Service does hereby covenant and agree that it will perform, upon request of the Police Department of the Town of Brighton, the towing of vehicles, as hereinafter indicated ordered towed by the Police Department, and charges for same shall be in accordance with the Schedule of Tow Rates set forth in this contract.
3. The Towing Service agrees that for the duration of any public emergency it will have available for use by the Town a minimum of one (1) driver and one (1) vehicle to perform towing as aforesaid.
4. Vehicles to be towed by the Towing Center pursuant to the terms of this agreement as follows:
 - A-1. All vehicles ordered towed subsequent to arrests, equipment violations, and accidents will be towed to the Towing Service Center.

When towed to the Towing Service Center, the Towing Service shall collect all towing and storage fees. In the event that the Towing Service is requested to tow a vehicle to a location other than the Police impound or the Towing Service Center, only one continuous rate may be charged for towing the vehicle, even when the vehicle may be temporarily dropped en route.

A-2. The following vehicles will be towed to the Police impound:

- a. Recovered stolen autos
- b. Abandoned vehicles
- c. Vehicles towed during snow emergencies
- d. Vehicles of an evidentiary nature
- e. Illegally parked vehicles
- f. Vehicles towed as a result of an arrest for Aggravated Operation of a Motor Vehicle in the First or Second Degree. The Police Department will collect all tow fees for these vehicles.

A-3. For vehicles towed per paragraph A-2, the Towing Service shall submit a voucher each month to the Brighton Police Department.

A-4. Five-page tow tickets will be provided for the Towing Service at the time of the tow of a vehicle. The Officer ordering the tow will complete the ticket in cooperation with the driver and give two copies of the ticket to the driver and leave the green copy in the vehicle. The Towing Service will keep the gold copy for its records and then submit the pink copy with its claim voucher for payment each month for towing charges. No tow ticket is necessary for accident vehicles, unless extenuating circumstances, such as an ongoing investigation, require the Police Department to retain the vehicle, in which case, a tow ticket will be issued.

A-5. Before releasing a vehicle towed to the Towing Service Center, for reasons other than accidents, the vehicle's owner, or person retrieving the vehicle, must first have gone to the Police Department and received a release for the vehicle. The release shall be the yellow copy of the tow ticket. The yellow copy of the tow ticket will be the only legitimate authorization for the release of the Police-ordered towed vehicle with the previously mentioned exception of accident vehicles.

A-6. No storage fee shall be collected for any towed vehicle for the 1st calendar day on which the vehicle was towed. If a storage fee is assessed against the vehicle after the first calendar day, a registered letter must be sent to the owner's last-known address informing him/her of the storage charges. This notice must be on or before the fifth (5th) day of storage.

Costs for this registered letter will be added to the storage charges. If the contact is made in person, the Towing Service must obtain the owner's signature acknowledging he/she has been informed of the storage charges. A record of these contacts will be maintained by the Towing Service Center. The Towing Service Center may charge storage fees only for days that the vehicle can be picked up by the owner. For example, if a vehicle cannot be claimed by the owner on a holiday, then storage for that day shall not be charged.

- A-7. The Towing Service agrees to render service to disabled Brighton Police vehicles, including towing and changing flat tires with spare tires provided by the Brighton Police Department at no charge.
- A-8. The Towing Service agrees to respond to calls from the Police Department within ten (10) minutes during normal business hours, and within twenty (20) minutes during hours when the Towing Service Center business is closed. In the event the Towing Service is unable to respond to a call within these time frames, they will so advise the Police Department. The Police Department will then contact a back-up service vendor from one of the other service vendors that contracts with the Town. The initial vendor will not contact another vendor directly to provide service.
- A-9. The Towing Service agrees to be available 24 hours a day every day of the year to receive towing and service assignments from the Police Department.
- A-10. The Towing Service agrees to supply a printed card listing all towing and storage rates, the business name and address, telephone number, and hours of business. A card shall be given to the operator of any vehicle towed by Police, when possible.
- A-11. The Towing Service is required to meet the demands of the New York State Vehicle and Traffic Law, Section 1219-c, which states that any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon such highway from such a vehicle. The Towing Service must have available to it a shovel and broom for use to remove such debris.

- A-12. The Towing Service agrees that all disputes arising from the towing of Police-referred vehicles shall be heard by the Chief of Police or his designee, and his decision in each case will be final.
 - A-13. During the term of this agreement, the Towing Service understands that any violation of the terms stated herein by the Towing Service may result in the immediate termination of this agreement between the Town of Brighton and Towing Service with regard to towing. The agreement may also be terminated upon repeated complaints wherein the Towing Service is found to be a fault in the disputes.
 - A-14. This towing agreement may also be terminated by either party upon thirty (30) days' prior written notice.
 - A-15. The Towing Service must submit proof of insurance or financial security to cover any claim for damages arising out of or resulting from the towing or storage of vehicles.
 - A-16. The Towing Service agrees to abide by all relevant DMV regulations and requirements of the Vehicle and Traffic Law when disposing of vehicles left abandoned at the Service's place of business.
- 5. The Towing Service agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this agreement or its right, title or interest therein, nor any part thereof, nor any monies which are or will become due and payable there under without the prior written consent of the Town of Brighton.
 - 6. The Towing Service covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be officers or employees of the Town, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
 - 7. The Towing Service agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

8. The Towing Service agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Towing Service may perform for the Town pursuant to this agreement. The Towing Service shall maintain, during the entire term of this agreement, insurance to protect the Town from and against any and all claims, injury or damage to persons or property, both real and personal, arising from this agreement and the services provided hereunder, in at least the following types and amounts, from such carriers as may be mutually agreed by Town and Towing Service.

One Million Dollars General Liability
 One Million Dollars Product Liability
 Two Million Dollars Annual Aggregate
 Automobile Liability and
 Workers' Compensation with statutory limits

The Towing Service agrees to provide the Town with insurance certificates, evidencing all such coverage naming the Town as an additional insured. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon thirty (30) days' written notice, by certified mail, return receipt requested, to the Town.

9. **Schedule of Tow Rates**

B-1. Towing of vehicles to the Brighton Police Department impound area at 1941 Elmwood Avenue.	\$ 100.00
B-2. Towing of vehicles to the Towing Service's place of business (excluding accident vehicles).	\$ 100.00
B-3. Towing of accident vehicles	\$ 100.00
B-4. Calls for road service labor, no towing involved (starts, out-of-gas, lock outs, flat tires, etc.).	\$ 50.00
B-5. Per day storage fee.	\$ 20.00
B-6. Winching fee (0-30 minutes).	\$ 50.00
Each additional 30 minutes	\$ 35.00
B-7. Dolly a car (extra/additional).	\$ 35.00
B-8. Notification Fee	\$ 20.00
B-9 Gas Fee (when per gallon price exceeds \$3/gal)	\$ 5.00

This agreement shall supersede any previous agreements and shall constitute the full and complete agreement between the parties hereto. The foregoing agreement shall be in effect for a period of one year from the date of the signing of said agreement.

IN WITNESS WHEREOF, we have set our hands and seals this

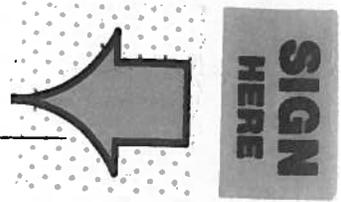
_____ day of _____, 20 ____.

Town of Brighton

By _____

Towing Service Center

By _____



TOWN OF BRIGHTON
TOWING AGREEMENT

WHEREAS, the Town of Brighton, hereinafter referred to as the Town, requires the towing and storage of vehicles in certain specified situations and,

WHEREAS Sutherland Service Center Ltd./Sutherland Auto Group, LLC is an automotive towing service, hereinafter referred to as Towing Service, with facilities available for the towing and storage of motor vehicles.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby mutually covenanted and agreed that:

1. The Towing Service warrants that it owns at least two (2) three-quarter (¾) ton trucks and the equipment to dolly vehicles when necessary. The Towing Service further warrants that it has access to a two and one-half (2 ½) ton tow truck to respond when necessary.
2. The Towing Service does hereby covenant and agree that it will perform, upon request of the Police Department of the Town of Brighton, the towing of vehicles, as hereinafter indicated ordered towed by the Police Department, and charges for same shall be in accordance with the Schedule of Tow Rates set forth in this contract.
3. The Towing Service agrees that for the duration of any public emergency it will have available for use by the Town a minimum of one (1) driver and one (1) vehicle to perform towing as aforesaid.
4. Vehicles to be towed by the Towing Center pursuant to the terms of this agreement as follows:
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6. The Towing Service covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be officers or employees of the Town, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.
7. The Towing Service agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

8. The Towing Service agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Towing Service may perform for the Town pursuant to this agreement. The Towing Service shall maintain, during the entire term of this agreement, insurance to protect the Town from and against any and all claims, injury or damage to persons or property, both real and personal, arising from this agreement and the services provided hereunder, in at least the following types and amounts, from such carriers as may be mutually agreed by Town and Towing Service.

One Million Dollars General Liability
One Million Dollars Product Liability
Two Million Dollars Annual Aggregate
Automobile Liability and
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The Towing Service agrees to provide the Town with insurance certificates, evidencing all such coverage naming the Town as an additional insured. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon thirty (30) days' written notice, by certified mail, return receipt requested, to the Town.

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Each additional 30 minutes	\$ 35.00
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B-8. Notification Fee	\$ 20.00
B-9 Gas Fee (when per gallon price exceeds \$3/gal)	\$ 5.00

This agreement shall supersede any previous agreements and shall constitute the full and complete agreement between the parties hereto. The foregoing agreement shall be in effect for a period of one year from the date of the signing of said agreement.

IN WITNESS WHEREOF, we have set our hands and seals this

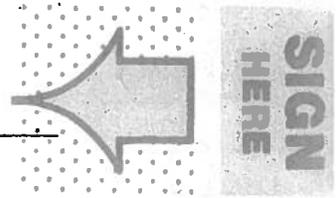
_____ day of _____, 20 ____.

Town of Brighton

By _____

Towing Service Center

By _____



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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated May 1, 2012 from Junior Engineer, Chad Roscoe, and the attachments thereto, regarding authorization to enter into an easement agreement to establish a turnaround at 128 Remington Parkway, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an easement agreement to establish a turnaround at 128 Remington Parkway as the easement agreement has already been reviewed and approved as to form by the Attorney to the Town.

Dated: May 9, 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

5/1/2012

Town of Brighton
Town Board Members

Re: 128 Remington Parkway Turnaround Easement

Dear Honorable Town Board Members:

The Town Highway Department would like to receive and file a Turnaround Easement located at 128 Remington Parkway. I recommend that you give Supervisor Moehle authorization to sign the said easement documents. You will find the necessary documents supporting the easement along with a map and description and the homeowners signature.

If you have any question regarding this easement feel free to contact me at 784-5224 or by email chad.roscoe@townofbrighton.org.

Sincerely,

Chad Roscoe
Junior Engineer, DPW
Town of Brighton

EASEMENT

THIS INDENTURE, made this 19 day of April, 2012 by and between **Richard Mason, Karen Mason** as the owner(s) of property known as **128 Remington Parkway, Rochester, New York 14623**, Tax ID **147.16-1-7**, situate in the Town of Brighton, Monroe County, New York, and all other individuals and corporations who may execute this instrument, first parties, and the Town Board of the Town of Brighton, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618, second parties,

WITNESSETH:

That the first parties in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to them by the second parties hereby grant and release to the second parties, their successors and assigns, a permanent right of way, easement and privilege in, along and over a strip of land to be used for **purpose of a vehicle turn-around** as specified herein and which land and easement are more particularly described as follows:

SEE SCHEDULE "A" ATTACHED

to have and to hold the premises herein granted unto the second parties, their successors and assigns, with the following rights and privileges:

- 1 The perpetual easement granted hereunder is for the purpose of constructing, laying, maintaining (at intervals and with materials of the second parties' choosing), replacing and using a paved turn-around. The construction shall be confined to the right of way and to the easement area. The second parties, their successors, assigns, agents and contractors, shall have the right to enter upon said premises for the purposes aforesaid.
- 2 The second parties do hereby agree to indemnify and hold harmless the first parties, their agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this easement, except such damages as are due to the gross negligence of the first parties, their agents, employees, grantees, successors or assigns. Conversely, the first parties do hereby agree to indemnify and hold harmless the second parties, their agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this easement, except such damages as are due to the gross negligence of the second parties, their agents, employees, grantees, successors or assigns.

3 The first parties, hereby reserve the right to plant or maintain lawns or other embellishments over the unpaved areas within the said easement, and when it is necessary for the second parties, agents or contractors to enter thereon for maintaining, replacing or repairing any portion of the turn-around or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the property of the first parties to the same condition as before such work is or was done insofar as it is practicable and reasonable to do. The second parties, their successors, assigns, agents or contractors, may at any time remove all obstructions from the areas of the easement, including trimming or removal of trees and shrubs, which they reasonably determine are interfering with the operation or maintenance of the turn-around or part thereof without liability to the first parties, except as provided for in Paragraph 2.

4 The second parties, their successors, assigns, agents or contractors may, at any time exercise the rights and privileges granted herein. Said rights and privileges do not convey or infer a duty by the second parties, their successors, assigns or contractors to remove or replace trees or shrubs that, in the opinion of the grantee, do not interfere with or obstruct the use of the turn-around. Furthermore, it shall not be the duty of the second parties, their successors, assigns, agents or contractors to perform routine property maintenance of the easement area outlined herein or maintain said area in a fashion that would typically be performed by the party of the first part in the normal course of the upkeep of the property. The second parties agree to maintain the turn-around in good repair.

5 The first parties reserve the full use and enjoyment of the said premises, including the clearing of snow and ice there from, except for the purposes herein granted to the second parties. The first parties covenant that the second parties shall quietly enjoy this easement and first parties warrant the title to same.

Any person or party not the record owner of the above described property who executes this instrument does so for the sole purpose or purposes of subordinating mortgages recorded in the Monroe County Clerk's Office in Liber 12123 of deeds at Page 364 dated 3/11/1994 owned by said person or party to the easement herein granted.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and/or caused its corporate seal to be hereunto affixed, and these premises to be signed by its duly authorized officer, all as of the day and year first above written.

GRANTOR(S):

*mpSDLFD
12-5-12*

Richard P Mason [Owner1]

BY

*mpSDLFD
7-2-19*

Karen H Mason [Owner2]

BY

BY

STATE OF NEW YORK)

ss:

COUNTY OF MONROE)

On this 19th day of April, 2012, before me, the undersigned, personally appeared _____
Richard L Mason, 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 within this 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.

[Signature]
DEBRA A. TWILLIGER
Notary Public in the State of New York
MONROE COUNTY #01TW6034340
Commission expires: 2013

Notary Public

STATE OF NEW YORK)

ss:

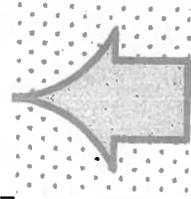
COUNTY OF MONROE)

On this 19th day of April, 2012, before me, the undersigned, personally appeared _____
Karen H. Mason, 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 within this 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.

[Signature]
DEBRA A. TWILLIGER
Notary Public in the State of New York
MONROE COUNTY #01TW6034340
Commission expires: 2013

Notary Public

GRANTEE:



**SIGN
HERE
BY**

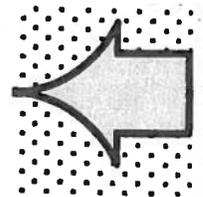
**WILLIAM MOEHLE
SUPERVISOR, TOWN OF BRIGHTON**

STATE OF NEW YORK)

ss:

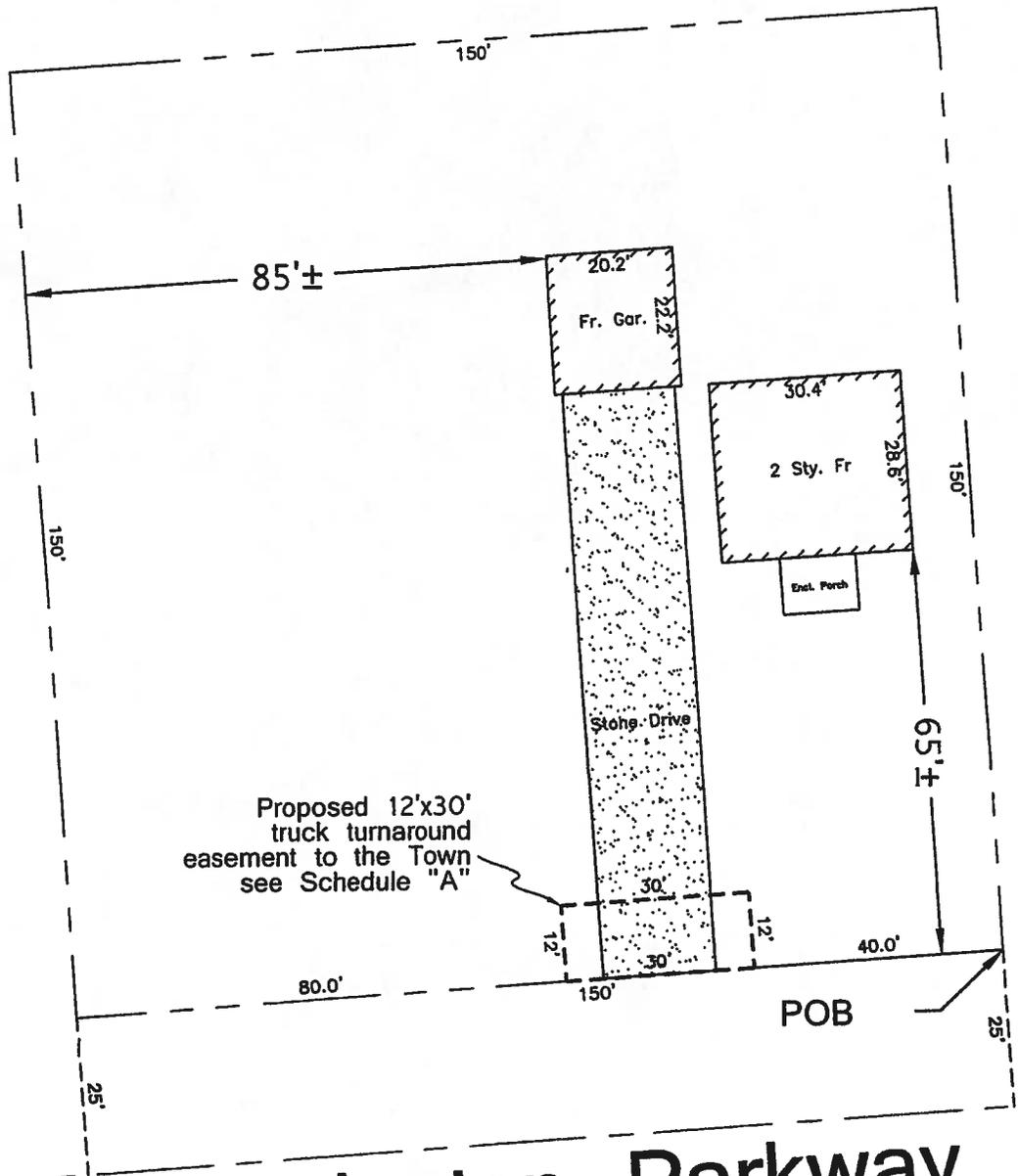
COUNTY OF MONROE)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared WILLIAM MOEHLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARIZE

Notary Public



Remington Parkway



TOWN OF BRIGHTON	Project Turn Around Easement 128 Remington Parkway Rochester, NY 14623	
	Drawn By C.J.R.	Sheet 1
Department of Public Works 2300 Elmwood Avenue Rochester, NY 14618 585-784-5250		Date 3/29/2012 Scale 1" = 30'

Schedule 'A'
Description of Proposed Truck Turnaround Easement
on
128 Remington Parkway
Tax ID. 147.16-1-70
of the
Riverside Gardens Subdivision

All that tract or parcel of land being a part of Town Lot 30, Township 13, Range 7, 1st Division, Town of Brighton, County of Monroe, State of New York, and being more or less bounded and described as follows:

Beginning at a point, that point being the southeasterly property corner of 128 Remington Parkway; thence,

1. a distance 39.89 feet westerly along the front property line of 128 Remington Parkway; thence,
2. a distance of 30.00 feet westerly along the front property line of 128 Remington Parkway; thence,
3. a distance of 12.00 feet northerly to a point; thence,
4. a distance of 30.00 feet easterly to a point; thence,
5. a distance of 12.00 feet southerly to a point,

Containing .008 acres, more or less.

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated May 1, 2012 from Commissioner of Public Works Timothy E. Keef, P.E., regarding hiring a particular person to fill the open position of Part-time Cleaner, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the hiring of Ms. Wanda J. Scheerens of North Chili for the current open position of Part-time Cleaner effective May 21, 2012 at Group 1 Step 1, starting salary of \$10.39 per hour on a 20 hour per week basis.

Dated: May 9, 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

May 1, 2012

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

re: Replacement of Part Time Cleaner
Hiring Recommendation

Dear Chairman Werner and Committee Members:

Previously, this Committee and the Town Board authorized advertising for the above position. Interested applicants were contacted for interviews. Based upon the responses received, it is recommended that we hire Ms. Wanda J. Scheerens of North Chili for the current open position in Shared Services, Group 1, Step 1, starting salary to be \$10.39 per hour at 20 hours per week, starting May 14, 2012. This position and salary have been accounted for in the 2012 budget.

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

cc: K. Hall
S. Zaso
M. Hussar
G. Brandt

FASC.PART.TIME.CLEANER.RECOMMENDATION.MAY.2012.01

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated May 4, 2012 from Town Engineer Michael Guyon, P.E., regarding proposed extension #96 to the Brighton Consolidated Sewer District and the petition and other supporting documentation attached thereto relating to the Marian's House project on South Clinton Avenue, be received and filed, and be it further

RESOLVED, that the Town Board hereby directs that a public hearing on said proposed extension #96 to the Brighton Consolidated Sewer District be set for May 23, 2012 at 7:30 pm at Brighton Town Hall, 2300 Elmwood Avenue in Brighton and that the Town Clerk issue and publish notice of said hearing as required by law.

Dated: May 9, 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

5/4/2012

Mr. Tim Keef, P.E.
Commissioner of Public Works
Town of Brighton
Dept. Of Public Works
2300 Elmwood Avenue
Rochester, NY 14618

Re: Extension No. 96 to Brighton Consolidated Sewer District

Dear Commissioner Keef:

I have reviewed the enclosed petition, map and description for the above Extension No. 96 to Brighton Consolidated Sewer District formation and find them to be in order. The Assessor's Certificate are also enclosed. Copies are enclosed for you file – all the original documents are forwarded to Mary Ann Hussar for processing.

The entrance fee for this district is calculated as follows:

Entrance Fee \$300/acre	=	\$300 x 2.94 =	\$882
Legal & Advertising Fee	=		<u>\$150</u>
Total	=		\$1032

Said fee was processed at the Town Hall on April 17, 2012. A photocopy of the check is enclosed as part of the petition packet. Please proceed to set the public hearing date for this district at the next available Town Board meeting. Do not hesitate to contact me if you have questions regarding this matter.

Sincerely,

Chad Roscoe
Junior Engineer
Department of Public Works

TOWN OF BRIGHTON
ASSESSOR'S OFFICE
2300 ELMWOOD AVENUE
ROCHESTER, NY 14618
(585) 784-5215

DATE: May 4, 2012
TAX ID#: 149.15-1-48 & 49
ADDRESS: 8.5 acres (+ or -) residential
acres with improvements in
the Town of Brighton
EXTENSION NO.: 96 Brighton
Consolidated
Sewer District

I, Elaine K. Ainsworth, Assessor, Town of Brighton, County of Monroe, State of New York, hereby certify that I have examined the petition for the Extension Number 96 to the Brighton Sewer District, Town of Brighton, to be filed in the Town Clerk's Office in the Town of Brighton, County of Monroe, State of New York, and that:

- 1) The total assessed valuation of the taxable real property within the parcel of the said district extension is \$140,000.
- 2) The aggregate assessed valuation of the taxable real property therein owned by the signers of said petition is \$140,000.
- 3) Said petition purports to be signed by the owners of at least one-half (1/2) the value of the taxable real property within the area of the proposed extension of the district.

All as appears from the 2011 Assessment Roll, which is the latest completed assessment roll of the Town of Brighton, County of Monroe, State of New York.

In witness thereof I have hereunto set my hand on this 4th day of May, 2012.



Elaine K. Ainsworth, IAO
Assessor
Town of Brighton

Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618

***** RECEIPT *****

Date: 04/17/12

Receipt#: 56419

Transaction(s):		Reference	Subtotal
1	1 Sewer District Entrance Fees	18	\$1,032.00
<hr/>			
Check#: 115380		Total Paid:	\$1,032.00

Name: Jewish Home Of Rochester
2021 Winton Road
Rochester, NY 14618

Clerk ID: PL

Internal ID: 18



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

4/17/2012

Elaine Ainsworth
Town of Brighton, Assessor

Re: District formation for Marian's House

Elaine;

The Jewish Senior Life Community Services would like to create an extension to the B.C.S.D. on the following properties (Tax I.D. No. 149.15-1-49, 149.15-1-48). Based upon the received petition, the proposed district meets the Ad Valorem requirements.

Attached is the map and description of the proposed district along with the petition.

Here are the properties and their assessed values:

1. 149.15-1-49 = \$203,000
2. 149.15-1-48 = \$140,000

The official name of the proposed district will be:

1. Extension No. 96 to the Brighton Consolidated Sewer District

If you have any questions feel free to contact me.

Sincerely,

Chad Roscoe
Junior Engineer
Town of Brighton, DPW

Map Check
Schedule "B"

4/17/2012 08:28

Extension to No. 2012-01 to the BCWD
Operator Chad Roscoe
Date 4/3/2012

Project
Time

Wegman Assisted Living
11:35am

COURSE	BEARING	DISTANCE	PT#	NORTHING	EASTING	DESCRIPTION
			1	1126092.88	1409848.36	
1-2	N 06°48'27" E	516.85	2	1126606.08	1409909.63	
2-3	S 89°09'32" E	675.08	3	1126596.17	1410584.63	
3-4	S 03°09'36" E	345.70	4	1126251.00	1410603.69	
4-5	S 89°10'03" E	5.95	5	1126250.91	1410609.64	
5-6	S 04°20'06" E	169.77	6	1126081.63	1410622.47	
6-7	N 89°10'01" W	774.19	7	1126092.89	1409848.36	

Closure error distance> 0.00737104 Error Bearing> N 14°09'48" E
Closure Precision> 1 in 337474.64 Total Distance Traversed> 2487.54
371329.5 SQ. FT.
8.5246 ACRES

IN THE MATTER OF

The Extension to Brighton Consolidated Sewer District
Town of Brighton, County of Monroe

Marian's House
2980 South Clinton Avenue
Town of Brighton, New York 14618

Jewish Senior Life Community Services, Inc. - Project Sponsor

Extension No. 96 to Brighton Consolidated Sewer District

PETITION TO THE TOWN BOARD
OF THE
TOWN OF BRIGHTON,
MONROE COUNTY, NEW YORK

The undersigned, being the owners of the taxable real property situate in the proposed Extension No. 96 to Brighton Consolidated Sewer District of the Town of Brighton, which proposed district extension is hereinafter described, and owning in the aggregate more than one-half of all the assessed value of all taxable real property of said proposed district extension, as shown upon the latest completed assessment roll of said Town, and including resident owners of said property in said extension owning taxable real property aggregating at least one-half of all the taxable owned by resident owners according to the latest completed assessment roll, hereby petition the Town Board to extend the Brighton Consolidated Sewer District to include the real property hereinafter described which is located in the Town of Brighton, outside of any incorporated Village.

Attached hereto is a map showing the boundaries of the proposed extension to the Consolidated Sewer District and a plan of additional sanitary sewer collection lines and facilities required to serve the proposed extension prepared by BME Associates, duly licensed professional engineers, last dated April

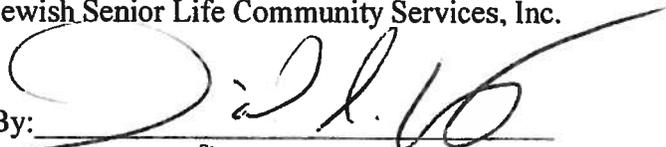
5, 2012 (Schedule A) and a description of the proposed extension, (Schedule B), prepared by BME Associates, dated April 5, 2012.

The maximum amount proposed to be expended in the construction of the additional sanitary sewer collection lines and facilities required to serve the proposed extension to be levied and assessed against the property within the proposed extension is nothing, since the entire cost of said construction is to be borne by the undersigned property owner without any part of the same being assessed against any of the property in the proposed extension. Pursuant to Article 12 of the Town Law of the State of New York, the Undersigned further petitions that the expense of the establishment of this District, together with the expenses of providing the services by the proposed District, shall be assessed, levied and collected, in proportion as nearly as may be to the benefit which each lot or parcel will derive therefrom, from the lots and parcels within the proposed District in the same manner and at the same time as other Town of Brighton Consolidated Sewer District charges.

Dated: April 16, 2012

Address: 2021 Winton Road South
Rochester, New York 14618

Jewish Senior Life Community Services, Inc.

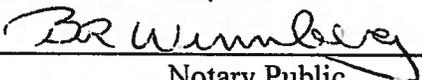
By: 
Signature

Name: Dan Katz
Its: President and CEO

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF MONROE)

On the 16th day of April, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Katz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

BARBARA R. WINNBERG
Notary Public - State of New York
No. 01W16171060
Qualified in Monroe County
My Commission Expires July 23, 2015

2310AH
AJS
Revised
4/5/12

Proposed Description of an
Extension to the Brighton Consolidated Sewer District

ALL THAT TRACT OR PARCEL OF LAND containing 8.525 acres more or less, situate in the Phelps and Gorham Purchase, Township 13, Range 7, Town Lots 40 & 48, Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled "Marian's House, Sanitary Sewer District Map," prepared by BME Associates, having drawing number 2310AH-12, last revised April 5, 2012, being more particularly bounded and described as follows:

Beginning at the intersection of the northerly boundary line of lands now or formerly of Anthony Montez (T.A. No. 149.15-1-40.1) with the easterly right-of-way line of Clinton Avenue South (County Road 100) (49.5' Right-of-Way); thence

1. N 06°48'27" E, a distance of 516.85 feet to a point; thence
2. S 89°09'32" E, a distance of 675.08' feet to a point on the easterly boundary line of lands now or formerly of Brighton Meadows Storm Water District (T.A. No. 149.15-1-49); thence
3. S 03°09'36" E, along said easterly boundary line, a distance of 345.70 feet to a point on the northerly boundary line of lands now or formerly of Jewish Senior Life (T.A. No. 149.15-1-48); thence
4. S 89°10'03" E, along said northerly boundary line, a distance of 5.95 feet to a point; thence
5. S 04°20'06" E, along the easterly boundary line of aforementioned lands of Jewish Senior Life, a distance of 169.77 feet to a point; thence
6. N 89°10'01" W, along the southerly boundary line of said lands of Jewish Senior Life, a distance of 774.19 feet to the Point of Beginning.

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence from Bridget Shannon regarding her interest in serving as a Student Member of the Parks and Recreation Citizens' Committee and her attached resume, be received and filed, and be it further

RESOLVED, that the Town Board hereby appoints Bridget Shannon of 3210 Elmwood Avenue as a Student Member of the Parks and Recreation Citizens Committee commencing on July 1, 2012 for a term ending on June 30, 2014.

Dated: May 9, 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	_____

Mary Ann Hussar

Town of Brighton

Office of the Town Supervisor

2300 Elmwood Avenue

Rochester, NY 14618

Dear Ms Hussar:

My name is Bridget Shannon, I am currently a sophomore at Brighton High School. I am interested in the position you have available for a representative during the next school year 2012-2013, for the Town of Brighton Community Service, Parks and Recreation.

I am a responsible, conscientious student and leader amongst my peers. I have a strong personality for achieving great things in life, not just for myself but also for the community in which I live. I would appreciate the opportunity to discuss the position with you further and would welcome the opportunity to serve on the Town Advisory Board.

Sincerely,

Bridget Shannon

585-507-2158

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated May 4, 2012 from Town Assessor Elaine Ainsworth and correspondence dated May 3, 2012 from Thomas A. Fink, Esq. and the documents attached thereto including a signed Stipulation of Settlement regarding the settlement of a Tax Certiorari proceeding captioned Matter of Kilsyth, LLC v. The Board of Assessors and the Board of Assessment Review of the Town of Brighton relating to the residential property at 3211 East Avenue in the Town of Brighton be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Town Assessor to execute an affidavit requesting the New York State Supreme Court to issue an Order approving the settlement of the above referenced certiorari proceeding on the terms set forth in the Stipulation of Settlement referred to above, and further authorize Supervisor to execute such other documents as may be determined to be necessary and approved by the Attorney to the Town to carry out the intent of this resolution.

Dated: May 9, 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	_____

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 9th day of May, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

WHEREAS it is the objective and goal of our government institutions and our community to be open to and welcoming of all people and to discourage discrimination in all forms throughout our Town, County and State, and

WHEREAS Trans-gender people whose gender identity, appearance, behavior or expression differs from their genetic sex at birth face discrimination in housing, employment, public accommodations and many other areas of life, and are particularly vulnerable to hate crimes, and

WHEREAS the trans-gender community is not currently protected from discrimination under the laws of the State of New York as the recently enacted Sexual Orientation Non-Discrimination Act (SONDA) covers sexual orientation which differs from gender identity or expression, and

WHEREAS trans-gender individuals should be protected from discrimination based on gender identity and/or expression, and

WHEREAS on April 30, 2012, the New York State Assembly passed Bill No. A 05039, the Gender Non-Discrimination Act, commonly known as GENDA, that would prohibit discrimination based on gender identity or expression and would add gender identity or expression to the set of factors that can make a hate crime, and

WHEREAS action on said bill and its companion bill S6349 is now pending in the State Senate, now therefore be it

RESOLVED, that a memorandum dated May 2, 2012 from Supervisor William W. Moehle to members of the Town Board regarding Gender Expression Non-Discrimination Act (GENDA), be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to send a letter of support in favor of the passage of GENDA on behalf of the Town Board to Senator Joseph Robach and Governor Andrew Cuomo and a letter of thanks for his support of GENDA to Assemblyman Joseph Morelle for voting in favor of its passage in the State Assembly.

Dated: May 9, 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
William W. Moehle
Supervisor

May 2, 2012

To: Town Board Members
From: Supervisor William W. Moehle
Re: Gender Expression Non-Discrimination Act (GENDA)

On April 30, 2012, the New York State Assembly passed Bill No. A. 05039, the Gender Expression Non-Discrimination Act, commonly referred to as GENDA. Having passed the Assembly, identical legislation, S6349 is now pending in the Senate. GENDA would amend the Executive Law, the Civil Rights Law and the Education Law, to prohibit discrimination in New York based on gender identity or expression, and will also amend the Criminal Procedure Law and the Penal Law to make crimes regarding gender identity or expression hate crimes. I have attached a copy of a Summary and Memorandum of A05039 to this Memo. Several times in recent years, the Assembly has approved GENDA, but so far GENDA has failed to pass, or in some cases, even be considered, in the Senate.

Transgender individuals continue to be targeted for discrimination in housing, employment and basic public accommodations, such as restaurants and hotels. Previous New York legislation, such as the Sexual Orientation Non-Discrimination Act and the Marriage Equality legislation, have made great progress towards equal rights for all New Yorkers, but neither one addresses general discrimination against transgender individuals.

Last year the Brighton Town Board adopted a resolution amending our Town Code to add gender expression as a prohibited basis for discrimination.

Because I believe that transgender individuals throughout New York deserve the same civil rights that other New Yorkers enjoy, I am asking that the Brighton Town Board take action to formally support GENDA and to join me in sending correspondence to Senator Robach, encouraging him to support GENDA in the Senate, and correspondence to Assembly Member Morelle, thanking him for his vote in favor of GENDA in the Assembly.

2300 Elmwood Avenue, Rochester, NY 14618
585-784-5251 Fax: 585-784-5373
william.moehle@townofbrighton.org



TOWN OF BRIGHTON
William W. Moehle
Supervisor

May 2, 2012

Assemblyman Joseph Morelle
District Office
1945 East Ridge Road
Rochester, NY 14622

Dear Assemblyman Morelle:

As the Supervisor and members of the Town Board of Brighton, we are writing to thank you for your vote in support of A05039, the Gender Expression Non-Discrimination Act (GENDA). We believe that all people, including transgender individuals, deserve basic civil rights. GENDA does not give special treatment to anyone, but it does ensure that transgender individuals have the same, protected from discrimination rights in housing, employment, education, credit and public accommodations, that other New Yorkers enjoy.

Last year, the Town of Brighton joined the City of Rochester and other communities across New York to ban discrimination against transgender individuals based on gender expression. Many leading corporations in New York, including Eastman Kodak Company, Bausch and Lomb and Xerox have passed corporate policies protecting transgender employees from discrimination.

Nearly 30% of transgender individuals in New York have also reported being the object of serious physical or sexual assaults. We are pleased that you and your colleagues in the Assembly have recognized the importance of taking strong action to ensure that our transgender constituents have the same civil rights we enjoy, and that people who commit violent crimes against transgender individuals face severe penalties for their actions.

Thank you for your support of civil rights for all New Yorkers again this year.

Sincerely,

William W. Moehle
Brighton Town Supervisor

James R. Vogel
Councilmember

Louise Novros
Councilmember

Jason S. DiPonzio
Councilmember

Christopher K. Werner
Councilmember

Cc: NY Governor Andrew Cuomo
Sheldon Silver, Speaker of the New York State Assembly

2300 Elmwood Avenue, Rochester, NY 14618
585-784-5251 Fax: 585-784-5373
william.moehle@townofbrighton.org



TOWN OF BRIGHTON
William W. Moehle
Supervisor

May 2, 2012

Senator Joseph E. Robach
2300 W. Ridge Road
Rochester, NY 14626

Dear Senator Robach:

We the Supervisor and members of the Town Board of Brighton are writing to encourage you to support S.6349, the Gender Expression Non-Discrimination Act (GENDA) when it comes before the Senate this year. We believe that all people, including transgender individuals, deserve basic civil rights. GENDA does not give special treatment to anyone, but it does ensure that transgender individuals have the same, protected from discrimination rights in housing, employment, education, credit and public accommodations, that other New Yorkers enjoy.

Last year, the Town of Brighton joined the City of Rochester and other communities across New York to ban discrimination against transgender individuals based on gender expression. Many leading corporations in New York, including Eastman Kodak Company, Bausch and Lomb and Xerox have passed corporate policies protecting transgender employees from discrimination.

Nearly 30% of transgender individuals in New York have also reported being the object of serious physical or sexual assaults. We hope that you will join with us, and with these leading employers in the Rochester area, in taking strong action to ensure that our transgender constituents have the same civil rights we enjoy, and that people who commit violent crimes against transgender individuals face severe penalties for their actions. This legislation is too important not to have the entire Senate give it serious consideration and an up or down vote, and we hope you will support such a vote by the Senate and that you will ultimately vote in favor of GENDA in the full Senate.

Thank you for your consideration and for what we sincerely hope will be your support of this very important civil rights legislation.

Sincerely,

William W. Moehle
Brighton Town Supervisor

James R. Vogel
Councilmember

Louise Novros
Councilmember

Jason S. DiPonzio
Councilmember

Christopher K. Werner
Councilmember

Cc: Governor Andrew Cuomo
Senate Majority Leader Harry Reid
Senate Minority Leader Mitch McConnell

2300 Elmwood Avenue, Rochester, NY 14618
585-784-5251 Fax: 585-784-5373
william.moehle@townofbrighton.org



Watch Live

Bill No.: A05039

Summary Actions Votes Memo Text *(Printer friendly text)*

A05039 Summary:

BILL NO A05039

SAME AS Same as S 6349

SPONSOR Gottfried (MS)

COSPNSR Glick, O'Donnell, Brennan, Canestrari, Cook, Ortiz, Hevesi, Titone, Jeffries, Kellner, Schimel, Kavanagh, Cahill, Englebright, Dinowitz, Paulin, Bronson, Castro, Ryan, Abinanti, Moya

MLTSPNSR Aubry, Benedetto, Boyland, Cymbrowitz, Farrell, Gunther, Hooper, Jacobs, Jaffee, Lancman, Lavine, Lifton, Lopez V, Lupardo, Magnarelli, Maisel, Markey, McEneny, Millman, Peoples-Stokes, Perry, Pretlow, Ramos, Rivera N, Robinson, Rosenthal, Sayward, Scarborough, Simotas, Sweeney, Thiele, Weisenberg, Wright

Amd SS291, 292, 295, 296 & 296-a, Exec L; amd S40-c, Civ Rts L; amd S313, Ed L; amd SS485.00, 485.05, 240.30, 240.31 & 240.00, Pen L; amd S200.50, CP L

Prohibits discrimination based on gender identity or expression; defines "gender identity or expression" as having or being perceived as having a gender identity, self image, appearance, behavior or expression whether or not that gender identity, self image, appearance, behavior or expression is different from that traditionally associated with the sex assigned to that person at birth; further includes offenses regarding gender identity or expression within the list of offenses subject to treatment as hate crimes.

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A05039 Memo:

BILL NUMBER:A5039

TITLE OF BILL: An act to amend the executive law, the civil rights law and the education law, in relation to prohibiting discrimination based on gender identity or expression; and to amend the penal law and the criminal procedure law, in relation to including offenses regarding gender identity or expression within the list of offenses subject to treatment as hate crimes

PURPOSE OR GENERAL IDEA OF BILL: To prohibit discrimination based on gender identity or expression, and include offenses regarding gender identity or expression under the hate crimes statute.

SUMMARY OF SPECIFIC PROVISIONS: Section 1 declares the legislative intent.

Section 3 adds new sub. 35 to sec. 292 of the Executive Law, defining "gender identity or expression."

Other sections add "gender identity or expression" to list of factors that prohibit discrimination, as follows:

Existing law	Provisions of section or type of discrimination already prohibited
Sec. 2	Exec. S291(1)&(2)
	Equality of opportunity defined as a civil right

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Sec. 4	Exec. S295(8) & (9)	Division of Human Rights powers and duties
Sec. 5	Exec. S296(1)	Employers, licensing agencies, employment agencies, and labor organizations
Sec. 6	Exec. S296(1-a)	Apprenticeship training programs
Sec. 7	Exec. S296(2)	Places of public accommodation, resort or amusement
Sec. 8	Exec. S296(2-a)	Publicly-assisted housing
Sec. 9	Exec. S296(3-b)	Realtors representing that a change has occurred or may occur in the composition of a neighborhood
Sec.10	Exec. S296(4)	Nonsectarian education corporations or associations
Sec.11	Exec. S296(5)	Private housing accommodations and commercial space, keeping the exemption for
Sec.12	Exec. S296(9)	small, owner-occupied housing
Sec.13	Exec. S296(13)	Volunteer fire department membership.
Sec.14	Exec. S296-a(1), (2) & (3)	Commercial boycotts and blacklists
Sec.15	Exec. S296-b(2)	Credit
Sec.16	Civil Rights S40-c	Domestic worker harassment
Sec.17	Educ. S313(1)	Civil rights
		Education institutions, without affecting the rights of religious education institutions
Sec.18	Educ. S313(3)	Unfair educational practices

Sections 19 through 24 add "gender identity or expression" to the list of factors that can make a crime a "hate crime."

Section 25 provides for an effective date.

JUSTIFICATION: The transgender community is not protected from discrimination under law. Trans-gender people whose gender identity, appearance, behavior or expression differs from their genetic sex at birth face discrimination in housing, employment, public accommodations and many other areas of life, and they are particularly vulnerable to hate crimes. Many people -who supported SONDA (the Sexual Orientation Non-Discrimination Act) believed that it covered transgender discrimination. However, gender identity or expression is not the same as sexual orientation.

PRIOR LEGISLATIVE HISTORY: 2003: A.8319-A reported to Rules; 2004: A8319-A referred to Governmental Operations; 2005: A.7438 reported to Codes; 2006: A.7438 referred to Governmental Operations; 2007: A.6584 reported to Codes; S.3753 referred to Investigations and Gov't. Operations. 2008: A.6584-A passed Assembly; S.3753 referred to Investigations and Gov't. Operations 2009-10: A.5710 - passed Assembly; S.2406 referred to Investigations and Gov't. Operations

FISCAL IMPLICATIONS: Minimal fiscal impact.

EFFECTIVE DATE: Thirty days after it shall have become law, except sections 19 through 24 will be effective on the first of November next succeeding the date on which it shall have become law,

[Go to top](#)