

MINUTES OF 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
JUNE 13, 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

MEETING CALLED TO ORDER AT 7:07PM:

OPEN FORUM:

Sheldon Shapiro
Bob Heier
Janice Tolan

APPROVAL OF AGENDA:

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

May 9, 2012 Town Board Meeting

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros to approve and file the minutes from the Town Board meeting for May 9, 2012

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

BIDS:

MATTER RE: Authorize approval to solicit for proposals to provide construction observation services to oversee installation of stormwater management system and public infrastructure for the Reserve Subdivision project (see Resolution #3 and letter dated May 31, 2012 from Michael Guyon, P.E. Town Engineer).

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel that the public hearing be closed and that the Town Board 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

MATTER RE: Authorize approval to reject sewer department bids received to date for a compact excavator based on bidder specification noncompliance, and provide approval to rebid to provide one (1) compact excavator for the Sewer Department (see Resolution #4, letter dated June 1, 2012 and bid result document).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Public Hearing be closed and 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 Senator Joseph E. Robach to Supervisor dated May 23, 2012 thanking Supervisor for his letter regarding the GENDA Act.

FROM Dorrance W. Lamb, Sr. V.P. and CFO of Performance Technologies to Supervisor dated May 16, 2012 regarding their May 14, 2012 move into their new corporate headquarters facility in Brighton.

FROM Chris Mueller, Director Government Relations Time Warner Cable dated June 1, 2012 to Supervisor regarding listing of Cable Channels with soon to be expired contracts which may or may not be renewed and changes to content for various cable channels.

FROM Office of the County Executive to Supervisor dated May 24, 2012 granting Lead Agency under SEQRA to the Town for the Monroe Avenue Green Street Project.

FROM Marty Correnti dated June 6, 2012 to Town Clerk Dan Aman complimenting Tanya Johnson on the exemplary customer service experience she provided to him during a recent transaction he had with the Clerk's office.

FROM NY State Office of Real Property Tax Services dated June 1, 2012 to Supervisor providing notice of tentative state equalization rate of 100% of full value for the 2012 assessment roll.

FROM Office of the County Executive dated May 23, 2012 providing Supervisor with copy of the 2011 Land Use Report for Monroe County. Report available for public viewing at www.monroecounty.gov

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board receive and file the aforementioned communications

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Community Services – Report on July 4th activities; Farmers Market will be at Brighton High School all summer; Next meeting June 25 at 4:30PM at Brookside

Finance and Administrative Services – Next meeting June 19 at 3:30PM in the Stage Conference Room

Public Safety Services – Next meeting July 10th at 8:00AM in the Downstairs Conference Room

Public Works Services – Next meeting July 9th at 9:00AM in the Downstairs Conference Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio 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: Set August 28, 2012 for Referendum for dissolution of West Brighton Fire Protection District (see Resolution #1).

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. 4 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Set Public Hearing date for July 11, 2012 regarding agreement between the Town of Brighton and the City of Rochester to provide fire protection and medical emergency services to the West Brighton Fire Protection District (see Resolution #2).

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. 5 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Accept resignation of Mr. Jesse Rittenhouse from the position of Micro Computer Support Technician effective May 16, 2012 (see Resolution #5 and letter dated June 5, 2012 from Susan Wentworth, Coordinator of Data Processing).

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. 6 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to create Seasonal Computer Technician position and add title to Part-time Permanent and Seasonal Employee Wage Schedule (see Resolution #6, letter dated June 5, 2012 from Suzanne Zaso, Director of Finance and title description).

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: Authorize approval to extend medical leave for a particular employee until September 12, 2012 (see Resolution #7 and letter dated June 1, 2012 from Ramsey Boehner, Town Planner).

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. 8 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award with approval for Supervisor to execute agreement with the lowest responsive bidder to provide replacement roof to the Town Hall and its

public safety wing (see Resolution #8, letter dated May 31, 2012 from Michael Guyon, P.E. Town Engineer and associated bid documents).

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. 9 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Stormwater Maintenance agreement for the Emeritus at Brighton Landing project (see Resolution #9, letter dated May 30, 2012 from Michael Guyon, P.E. Town Engineer and copy of agreement).

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. 10 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Certificate of Exemption form (TP-584) and Sidewalk Easement agreement with Prideland Homes, LLC (see Resolution #10, letter dated May 30, 2012 from Michael Guyon, P.E. Town Engineer, copy of Agreement and TP-584 form).

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. 11 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Certificate of Exemption form (TP-584) and the Brighton Meadows Storm Water District Sanitary Sewer Easement agreement for the Marian House project (see Resolution #11, letter dated May 30, 2012 from Michael Guyon, P.E. Town Engineer, copy of Agreement and TP-584 form).

Motion by Councilmember Jason DiPonzio 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. 12 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize amendment to agreement with M/E Engineering to include an additional \$135.50 for bid specification printing requirements for IT Room/Library HVAC improvements (see Resolution #12 and letter dated June 4, 2012 from Michael Guyon, P.E. Town Engineer).

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. 13 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute agreement with the NY State Dept. of Transportation to allow for the NYSDOT to acquire town property at the former Brighton Sewer Treatment Plant #5 at an appraised fair market amount (see Resolution #13, letter dated June 1, 2012 and associated acquisition documents).

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. 14 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for the Town to provide surface treatment services on Crittenden Road for the Monroe County Department of Transportation and authorize Supervisor to execute agreement for same (see Resolution #14 and letter dated June 1, 2012 from Timothy Keef, P.E., Commissioner of Public Works).

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. 15 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval for Supervisor to execute agreement between the Town and the County of Monroe for the Intermunicipal Agreement with Monroe County Tobacco Compliance Checks (see Resolution #15 and letter dated June 4, 2012 from Mark Henderson, Chief of Police).

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 for the Town as set forth in Exhibit No. 16 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to accept a \$50 donation received from the Meadowbrook Neighborhood Association to the Brighton Police Department (see Resolution #16 and letters dated June 4, 2012 from Mark Henderson, Chief of Police).

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. 17 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to amend Town Flexible Spending Account Plan to allow eligible part-time employees to purchase health insurance on a pre-tax basis along with authorization to include the Teamster Union as eligible to receive a monetary declination for health insurance (see Resolution #17, letter dated June 5, 2012 from Gary Brandt, Director of Personnel, copy of Plan Document and proposed amendments).

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. 18 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to accept donations totaling \$1,975 as additional monies received for the Town of Brighton Veterans Memorial Fund (see Resolution #18 and letter dated June 5, 2012 from Suzanne Zaso, Director of Finance).

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. 19 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Certificate of Exemption form (TP-584) and the Utility Easement agreement with the Rochester Gas and Electric Corp. for use of property located on southwest corner of the Town of Brighton Operations Center for the new Daystar facility (see Resolution #19, letter dated June 4, 2012 and map of proposed easement).

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. 20 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approve Negative Declaration under SEQRA to support the Monroe Avenue GIGP Grant project (see Resolution #20 , letter dated June 5, 2012 from Ramsey Bohner, Environmental Review Liaison Officer and copy of Negative Declaration).

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. 21 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize appointment of Peter DeBraal to the Architectural Review Board (see Resolution #22).

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. 22 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Expense and Revenues for month ending May 31, 2012

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio that the Expense and Revenues Report for month ending May 31, 2012 be received and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE TOWN CLERK:

MATTER RE: Confirm membership of Mr. Alexandre Depaula and Mr. Sukhpreet Singh with the West Brighton Fire Department (See Resolution #21 and letter dated May 11, 2012 from Pat Inzer, Secretary, Board of Directors, West Brighton Fire Department Inc.).

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. 23 attached.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED:

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros to adjourn at 9:20PM

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 proceedings of the Town of Brighton, County of Monroe, State of New York, meeting held on the 13th of June 2012 and that I recorded aforesaid 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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated May 31, 2012 from Town Engineer, Mike Guyon, P.E., regarding solicitations for proposals to provide construction observation services to oversee the installation of stormwater management systems and public infrastructure for the Reserve subdivision, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Town Engineer to solicit proposals to provide construction observation services to oversee the installation of stormwater management systems and public infrastructure for the Reserve subdivision, which services shall be provided at the Developer's sole expense.

Dated: June 13, 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 31, 2012

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

Re: The Reserve Subdivision
Construction Observation Services

Dear Councilperson Werner and Committee Members:

The earthwork construction phase of The Reserve Subdivision project has begun and we anticipate that the infrastructure and roadway construction phase will begin later this summer. The project includes the construction of approximately 327 residential units, a public roadway, public sanitary sewers and an extensive stormwater management system including erosion control measures. Part 6, Fees, paragraph 6.1 of The Town of Brighton Minimum Specifications for Dedication states, "On projects requiring extensive and/or complex construction procedures, the Town may require full time inspection. This expense shall be borne by the developer or their contractor. Reimbursement shall be based upon the actual costs incurred to provide this service and shall be made directly to the Town or its agent". The Reserve Subdivision is both an extensive and complex project and full time inspection during the next construction phase is warranted. Therefore, I am requesting authorization to prepare and subsequently advertise a request for proposals seeking consultants to provide full time construction observation services to oversee the installation of the stormwater management system and public infrastructure.

Monies were not specifically earmarked for this particular project however; the cost of these construction observation services will be reimbursed by the developer. No action as to awarding a contract will be considered with out returning to this committee.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 5, 2012 meeting in the event that you have any questions regarding this matter.

Respectfully,

Mike Guyon, P.E.
Town Engineer

cc: S. Zaso
T. Keef
M. Hussar

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated June 1, 2012 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding bids received for a compact excavator and a request to authorize rejection of all bids received and to approve a new proposal to solicit bids for a compact excavator for the Sewer Department, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Commissioner of Public Works to reject all bids received for a compact excavator for the reasons set forth in his letter referenced above and to approve a new proposal to solicit bids for a compact excavator for the Sewer Department.

Dated: June 13, 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

June 1, 2012

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

re: Compact Excavator Bids (Sewer Department)
Rejection of Bids

Dear Chairman Werner and Committee Members:

The above bids were publicly advertized and publicly opened, all as required by law. A copy of the advertisement and of the bid tabulation are all attached. Subsequent to the bid opening it became apparent that there was some confusion regarding the bid, prompting a clarification letter to be issued to all of the bidders (also attached). This resulted in three of the bidders to withdraw their bids with the balance of the bidders confirming their bids. Furthermore, the remaining bidders all had indicated substandard exceptions to the bid specifications. Based upon this information, it is recommend that these bids be rejected and authorization for rebidding be granted.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 5, 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: T. Anderson
S. Zimmer
S. Zaso
A. Banker
M. Hussar
A. Robinson



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 9, 2012

VIA CERTIFIED MAIL

Five Star Equipment Inc.
60 Paul Road
Rochester, New York 14624
Attn: Kenn Baker

re: Compact Excavator Bid
Clarification of Bids

Dear Sir:

The purpose of this correspondence is to provide a clarification of the above bid. Please be advised that per the bid documents, specifically the language contained in the Bid Proposal (page #17), the price stated in the "Total" line is all inclusive, reflecting the cost of the excavator, options #1, #2 and #3.

At this time I request that you review your bids and confirm your submission as accurate in accordance with this clarification or withdraw your price proposal with a statement of explanation supporting this action. You may fax or e-mail your response (784-5368 or tim.keef@townofbrighton.org, respectively). However, please provide in writing your formal, original response upon your letter head by Friday, May 18, 2012.

I apologize for this inconvenience and thank you for your attention to this matter. Do not hesitate to contact Steve Zimmer of the Sewer Department or myself if you have any questions regarding this communication.

Very truly yours,

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

TEK/wp

cc: S. Zimmer
T. Anderson
S. Zaso
A. Banker

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

June 13, 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>162,138.69</u>
D - HIGHWAY		<u>98,336.21</u>
L - LIBRARY		<u>143.50</u>
SB - BUSINESS IMPROVM		<u>120.00</u>
SF - FIRE DIST		<u>825.00</u>
SL - LIGHTING DIST		<u>22,407.92</u>
SN-NEIGHBORHOOD DIST.		<u>0.00</u>
SP-PARKS DISTRICT		<u>75.00</u>
SS - SEWER DIST		<u>44,999.95</u>
TA - AGENCY TRUST		<u>3,849.02</u>
TE - EXPENDABLE TRUST		<u>3,284.36</u>
	TOTAL \$	<u>336,179.65</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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS, a petition pursuant to the provisions of General Municipal Law Section 779 seeking dissolution of the West Brighton Fire Protection District was previously filed with the Clerk of the Town; and

WHEREAS, said Town Clerk issued on May 23, 2012 a letter determining that the above referenced petition contained a sufficient number of valid signatures as required under General Municipal Law Section 779 to commence a dissolution proceeding of the West Brighton Fire Protection District; and

WHEREAS, it is the obligation and duty of the Town Board pursuant to said Section of law to enact a resolution calling for a referendum on the proposed dissolution by the electors of the West Brighton Fire Protection District not more than thirty days after the date the petition was determined to contain a sufficient number of valid signatures; and

WHEREAS, said referendum must be placed before the electors not less than sixty nor more than ninety days after the enactment of the instant resolution;

NOW THEREFORE, BE IT RESOLVED, that the above referenced petition seeking dissolution of the West Brighton Fire Protection District and the letter of the Town Clerk dated May 23, 2012 finding sufficient

valid signatures appearing in said petition be received and filed; and be it further

RESOLVED, that a referendum to consider the dissolution of the West Brighton Fire Protection District shall be placed before the electors of the West Brighton Fire Protection District on the 28th day of August, 2012, said date being not less than sixty nor more than ninety days from the enactment of the instant resolution, and be it further

RESOLVED, that referendum shall be conducted and canvassed by the Town Clerk in a manner consistent with and in conformity to the provisions of Section 780 (2) Article 17A, Title 3 of the General Municipal Law, and be it further

RESOLVED, that the Town Clerk be, and hereby is directed to publish notice of the above referendum in a newspaper having general circulation within the boundaries of the West Brighton Fire Protection District at least once a week for four consecutive weeks immediately prior to the referendum

Dated: June 13, 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 Brighton Town Hall, 2300 Elmwood Avenue in said Town of Brighton on the 13th day of June, 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 the Town to provide for the health and safety of all of the Town's residents and those that live, work, travel through and spend time in the Town of Brighton, and

WHEREAS the West Brighton Fire Protection District exists to provide fire protection and emergency medical services in the parts of Brighton comprising the geographic boundaries of said District, and

WHEREAS the Town and the Brighton Fire District commissioned a Fire and Emergency Services Study to study the provision of fire and emergency medical services in the Town including the geographic area comprising the West Brighton Fire Protection District, funded in part by the proceeds of a Local Government Efficiency Grant from the State of New York and

WHEREAS, the Town convened a steering committee, consisting of representatives from the Town, the Brighton Fire Department, the West Brighton Fire Department and Brighton Volunteer Ambulance, for the purpose of developing a request for proposals for such study, evaluating the proposals, selecting a consultant to conduct the study, and working with the selected consultant to compile the necessary information to complete the study, and

WHEREAS, the steering committee selected MMA Consulting Group, Inc. ("MMA") to conduct the study, and

WHEREAS MMA completed its Study Report, following meetings open to the public and with opportunity for input from the Brighton Fire Department, West Brighton Fire Department and Brighton Volunteer Ambulance, which report recommended that the Town contract with either the Rochester Fire Department, Henrietta Fire Department or Brighton Fire Department to provide services within the West Brighton Fire Protection District, and which report was previously received and filed by the Town Board, and

WHEREAS the Study by MMA examined, among other matters, the provision of fire protection services being provided in the West Brighton Fire Protection District by the West Brighton Fire Department, and

WHEREAS following the receipt of the report, the steering committee requested proposals for fire and emergency medical services from the Rochester Fire Department, Henrietta Fire District and Brighton Fire District, and each of those entities submitted proposals, and

WHEREAS, although the MMA report did not recommend a contract with the West Brighton Fire Department for services within the District, that Department did prepare a proposal, and that proposal, along with the other three proposals, was considered by the Brighton Town Board; and

WHEREAS, following its review of the four proposals, the Town Board took action at a meeting held on December 28, 2012, recommending that the Town enter into an agreement with the Rochester Fire Department to provide primary fire and emergency medical services within the West Brighton Fire Protection District, and an agreement with the West Brighton Fire Department to provide additional fire and emergency medical services within such District, and

WHEREAS, the West Brighton Fire Department has sent correspondence, through its attorney, indicating that it will not

provide access to the Rochester Fire Department at the West Brighton Fire Station on West Henrietta Road, as would be necessary to implement the recommendation made by the Town Board on December 28, 2011, now therefore it is

RESOLVED, that correspondence dated May 11, 2012 from Bradley M. Pinsky, Esq., counsel to the West Brighton Fire Department, concerning the refusal of the Department to allow the Rochester Fire Department to have access to the fire house at 2695 West Henrietta Road, for the purpose of implementing the Town Board's December 28, 2011 recommendation that the West Brighton Fire Protection District enter into contract negotiations with both the Rochester Fire Department and the West Brighton Fire Department, be received and filed, and be it further

RESOLVED, that the Town Board hereby sets a public hearing for July 11, 2012 at 7:30 pm at Brighton Town Hall, 2300 Elwood Avenue in the Town of Brighton for the purpose of authorizing the Town to enter into an inter-municipal agreement with the City of Rochester for the provision of fire protection services in the West Brighton Fire Protection District by the Rochester Fire Department, for a term of up to five years, subject to termination or amendment in the event of the dissolution of the West Brighton Fire Protection District that results in a plan of dissolution that provides for the provision of fire protection and medical emergency services in the District area other than by the Rochester Fire Department, and at an initial annual contract price to the Town of \$750,000, all without prejudice to the Town Board duly calling and holding an additional public hearing to consider a contract with the West Brighton Fire Department, Inc. for supplemental fire and emergency medical services within the District, and be it further

RESOLVED, that the Town Clerk is hereby directed to publish and post a copy of this resolution in its entirety as notice of such public hearing as required by law, but in no event later than June 28, 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	_____

EXHIBIT 6

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 5, 2012 from Coordinator of Data Processing, Susan Wentworth, regarding the resignation of Jesse Rittenhouse from the title Micro Computer Support Technician, be received and filed, and be it further

RESOLVED, that the Town Board hereby accepts the resignation of Jesse Rittenhouse from the title of Micro Computer Support Technician effective May 16, 2012.

Dated: June 13, 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	_____



SUSAN WENTWORTH, COORDINATOR OF DATA PROCESSING
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(585) 784-5390 Fax (585) 784-5396

June 5, 2012

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

Re: Resignation of Micro Computer Support Technician

Dear Honorable Members:

Please accept the resignation of Mr. Jesse Rittenhouse from the title of Micro Computer Support Technician effective May 16, 2012.

Sincerely,

A handwritten signature in cursive script that reads "Susan A. Wentworth".

Susan Wentworth
Coordinator of Data Processing

CC: Gary Brandt, Director of Personnel
Susan Wentworth, Coordinator of Data Processing

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated June 5, 2012 from Director of Finance, Suzanne Zaso, regarding the creation of a new seasonal position of Computer Technician under Information Systems in the Finance Department and to amend the Town's Part-Time Permanent and Seasonal Employee Wage Schedule to add said position under the existing Group V, Step 1 with the wage of \$14.80 per hour, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the creation of a new seasonal position of Computer Technician under Information Systems in the Finance Department and authorizes amendment of the Town's Part-Time Permanent and Seasonal Employee Wage Schedule to add said position under the existing Group V, Step 1 with the wage of \$14.80 per hour.

Dated: June 13, 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
(585) 784-5210 Fax (585) 784-5396

June 5, 2012

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

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

Dear Honorable Members:

The recent resignation of the Micro Computer Support Technician has created an immediate need for additional help in Information Systems in the Finance Department.

We currently have a backlog of twenty-one computers, one server and seven printers to be setup in various departments throughout the Town. In addition, the replaced computers will need to be prepared for disposal, auction or relocation as needed.

I am recommending that the Town Board create the new seasonal position of Computer Technician under Information Systems in the Finance Department. This position will satisfy the immediate need in this department to complete the process of computer distribution in a timely manner.

When the Monroe County Civil Service Commission has an established list for the position of Micro Computer Support Technician, we will canvas the candidates to select a permanent part time employee.

The Seasonal Computer Technician position will not exceed 35 hours per week. The duties of this position and a salary survey of other agencies that use a similar title are attached. 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 Computer Technician under existing Group V, Step 1, with the wage of \$14.80 per hour.

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
Susan Wentworth, Coordinator of Data Processing

POSITION TITLE: Seasonal Computer Technician

DUTIES:

1. Assist with moving of computer equipment and set up at various departments.
2. Installation of new equipment including installation of common software applications.
3. Perform preventative maintenance including cleaning of equipment and virus scanning.

QUALIFICATIONS:

1. Good knowledge of computer hardware.
2. Hardware experience in PC and Macintosh.
3. Experience in Microsoft Windows and the Office Suite beneficial.
4. Experience with common software.
5. Must be able to lift computer equipment weighing up to 50 pounds.
6. Ability to take direction and follow task to completion.

SALARY SURVEY

Title	Agency	Salary Range per Hour
Temporary Computer Technician	Monroe BOCES #1	\$14.42 - \$15.86
Computer Support Assistant	Hilton Central School District	\$14.86 - \$19.57

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 1, 2012 from Town Planner, Ramsey A. Boehner, regarding extending medical leave for a particular person, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the extension of medical leave up to and including September 12, 2012 for Paul Moore and that the Director of Personnel, Gary Brandt, seek concurrence regarding the extension from the Monroe County Civil Service Commission.

Dated: June 13, 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

June 1, 2012

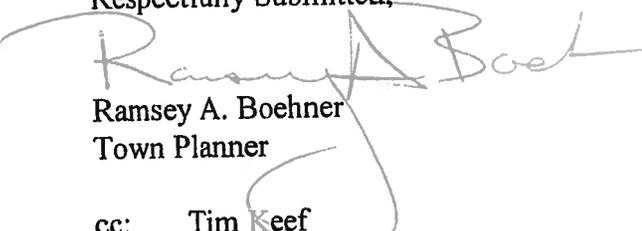
Honorable Finance Committee
Town of Brighton
2300 Elmwood Avenue
Brighton, NY 14618

Re: Extended Leave of Absence

Honorable Members:

I request that the Town Board approve and extend the medical leave for Paul Moore until September 12, 2012, the one (1) year anniversary dated of his illness. If approved by the Town Board, it is also requested that the Director of Human Resources obtain concurrence regarding the extension from the Monroe County Civil Service Commission.

Respectfully Submitted,



Ramsey A. Boehner
Town Planner

cc: Tim Keef
Gary Brandt
Suzanne 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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated May 31, 2012 from Town Engineer, Mike Guyon, P.E., regarding a bid award for the replacement of the roof of Town Hall and the public safety wing, together with attachments thereto be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the award of the bid to replace the Town Hall and Public Safety Building roof to the low responsive and responsible bidder, Elmer W. Davis Inc. of Rochester, New York, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign a contract with Elmer W. Davis Inc., the form of which is subject to review and approval by the Attorney to the Town, for the work set forth in the bid specifications for the above described project, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price.

Dated: June 13, 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 31, 2012

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

Re: Award of Bid
Replace Town Hall & Public Safety Wing Roof

Dear Councilperson Werner and Committee Members:

The bids for the above referenced project were publicly advertised and publicly opened on May 24, 2012 at 11:00 AM, all as required by law. A copy of the bid advertisement and bid tabulation are attached for your reference. Four bids were received and are shown in Table – 1.

Table – 1 Bid Results Summary

Contractor	Base Bid with Allowance	Unit Price	
		RC-1 Replace Wet Insulation \$/ft ²	RC-2 Replace Wood Blocking \$/ft ²
J & B Installations	\$ 475,900.00	\$ 5.00	\$ 4.50
A M Stern Inc.	\$ 414,460.00	\$ 3.00	\$ 3.00
Joseph L. Giambone Enterprises	\$ 550,600.00	\$ 10.00	\$ 8.00
Elmer W. Davis Inc.	\$ 398,677.00	\$ 6.00	\$ 5.00

The Town of Brighton 2012 Adopted Town and Special Districts Capital Budget estimated the Town Facilities Repairs and Roof Replacement cost to be \$520,000. The low bid amount is well below the anticipated project cost

Clark Patterson Lee Design Professionals reviewed the bids for completeness and accuracy and concluded that the low bid submitted by Elmer W. Davis is a true representation of the costs to complete the project and the contractor is qualified to complete the works of the Contract. A copy of the Recommendation of Award letter prepared by Clark Patterson Lee Design Professionals is attached for your reference. Therefore, I am requesting that FASC recommend that the Town Board award the bid to replace the Town Hall & Public Safety Wing roof to the low, responsible and responsive bidder, Elmer W. Davis of Rochester, N.Y., in the unit prices calculated from their bid



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ★ ROCHESTER, NEW YORK 14618 ★ PHONE (585)784-5250 ★ FAX (585)784-5388

and for a Base Bid with Allowance cost not to exceed \$398,677.00. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 5, 2012 meeting in the event that you have any questions regarding this matter.

Respectfully,

Mike Guyon, P.E.
Town Engineer

attachments

cc: S. Zaso
T. Keef
M. Hussar



May 25, 2012

Mr. Michael Guyon Town Engineer
Town Of Brighton
2300 Elmwood Avenue
Rochester, New York 14618



**RE: TOWN HALL AND PUBLIC SAFETY WING
ROOF RECONSTRUCTION PROJECT
RECOMMENDATION FOR AWARD
CPL #12428.00**

Dear Michael:

The bids for Roof Reconstruction Project were opened on May 24, 2012. A copy of our bid tabulation is enclosed for your information and review.

The project involves:

- The Base Bid includes replacement of all Roofs at the Town Hall and Public Safety Wing.
- Installation of 2 roofing access ladders.
- Installation of a chimney cap
- Field wrapping of existing ductwork to insulate and waterproof the ducts

Our construction estimate including a small contingency for the work was \$515,000.00. A total of 4 bids were received for the work. The prices ranged from a low bid of \$398,677.00 to a high bid of \$550,000.00. The average of the bids was \$459,910.00.

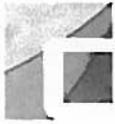
The apparent low bidder for the Project is Elmer W. Davis of Rochester at a base bid price of \$398,677.00.

We have previous working experience with the low bidder, Elmer W. Davis and have discussed their bid with them. We feel the bids are a true representation of the costs to complete this project, and the contractor is qualified to complete the works of this Contract.

We recommend that the Town of Brighton pass the following resolution:

“Accepting the bid received for:

- The Roofing Contract from Elmer W. Davis for a Base Bid amount of \$398,677.00 and awarding the Contract to them.”



Mr. Michael Guyon
May 25, 2012
Page 2 of 2

Please notify us after the project has been awarded and if a Notice to Proceed needs to be issued.

Clark Patterson Lee looks forward to working with you, the Town of Brighton, the Town staff, and the Contractor to successfully complete this project. If you have any questions or require any additional information please contact me at (585) 454-4570 extension 1128.

Sincerely,

Clark Patterson Lee

James J. Parlavecchio, CSI, CDT
Senior Associate

Enclosures

BID TABULATION SHEET

PROJECT NAME: BRIGHTON TOWN HALL AND TUBIC SAFETY WINE ROOF RECONSTRUCTION

CPL PROJECT NO.: 12428.00

CONTRACT FOR: Roofing

CONTRACTOR	SIGN ED	BID BOND CO.	NON-COLL	BASE BID WITH ALLOWANCE	ADDENDA RECEIVED			UNIT PRICES			ALLOWANCE	SITE INVESTIGATION	BIDDER RESPONSIBILITY	
					1	2	3	Re-1	Re-2	RC-1				
Spring Sheet Metal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO BID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
J&B Installations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	475,900.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$5.00	\$4.50	\$3,000.00		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Am Stern	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	414,460.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$3.00	\$3.00	\$1,800.00		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Jlg	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	550,600.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$10.00	\$8.00	\$6,000.00		<input type="checkbox"/>	<input type="checkbox"/>	
Leo J Roth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO BID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	
ELMER DAVIS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	398,671.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$6.00	\$5.00	\$2,400.00		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated May 30, 2012 from Town Engineer, Mike Guyon, P.E., regarding a Stormwater Maintenance Agreement for the Emeritus at Brighton Landing project, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign a Stormwater Maintenance Agreement with Columbia/Wegman Brighton, LLC, the form of which is subject to review and approval by the Attorney to the Town, for the Emeritus at Brighton Landing project.

Dated: June 13, 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 30, 2012

The Honorable Town of Brighton Town Board
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618

Re: Emeritus at Brighton Landing, (Farash Property)
Stormwater Maintenance Agreement

Dear Supervisor Moehle and Town Board Members:

Chapter 215-12 "Duration, Maintenance and Closeout" paragraph D. (1) of the Code of the Town of Brighton states, "The applicant or owner of the site must execute a maintenance easement agreement that shall be binding on all subsequent owners of land served by the stormwater management facility". The above referenced project is served by a stormwater management facility and a maintenance easement agreement is necessary. The appropriate maintenance easement agreement documentation has been provided by the owner and is attached for your reference. Town staff has reviewed this information as prepared by the applicant and find it to be in order.

I am requesting that the Town Board authorize the Supervisor to endorse the stormwater maintenance agreement for the above referenced project.

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

Respectfully,

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

Cc: Tim Keef

STORM DRAINAGE MAINTENANCE AGREEMENT
(NEW PROJECT)

THIS AGREEMENT is made as of the ___ day of May, 2012 by and between the TOWN OF BRIGHTON (the "Town") and Columbia/Wegman Brighton LLC, having offices at 550 Latona Road, Bldg. A, Rochester, N.Y. 14626, (the "Sponsor").

WHEREAS, the Sponsor is the owner of property located at Westfall Road (See Exhibit A) or any address or tax ID number(s) subsequently assigned to the (resubdivided) property (the "Site"); and,

WHEREAS, the Sponsor intends to construct a(n) Enriched Living Facility at said location; and,

WHEREAS, the Sponsor is obligated to comply with Federal, State and local regulations regarding stormwater quantity and quality mitigation, inclusive of *Chapter 215, Stormwater Management of the Town Code of the Town of Brighton*; and,

WHEREAS, the Town and the Sponsor mutually desire to provide stormwater quantity attenuation and enhanced stormwater quality mitigation measures in conjunction with the development of the Site, specifically, the installation of an on site drainage system comprised of *inlet structures, piping, swales, wetland vegetation, aquatic pond plantings, stormwater management pond, discharge structure/piping* and appurtenances (the "Improvements"); and,

WHEREAS, the proper performance of the Improvements require discharge to , a tributary of unnamed wetlands ; and,

WHEREAS, the Sponsor will incorporate the Improvements into the scope of Site work associated with the construction of its project at their sole expense; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto as set forth herein, it is agreed as follows:

1. The Improvements:

The work shall consist of installing *inlet structures, piping, swales, wetland vegetation, aquatic pond plantings, stormwater management pond, discharge structure/piping* and necessary appurtenances as described within the engineering report and depicted upon the project plans as designed by BME Associates for the Sponsor.

2. Maintenance

During the term of this Agreement, the Sponsor shall bear all responsibility, including, but not limited to, the inspection, cleaning, flushing, dredging, repair, removal of invasive species and all other maintenance procedures (the "maintenance") of the onsite drainage system and appurtenances necessary for the Improvements to operate in accordance with the required protocol per the engineering report, manufacturers' recommendations, other accepted engineering standards, guideline and practices as set forth by the Town of Brighton, Irondequoit Watershed Collaborative, NYSDEC and other applicable agencies. At a

minimum, the maintenance shall be performed no less than once a year, between May 1st and May 31st of each year. A detailed report certifying the extent of the maintenance procedures shall be provided to the Town DPW by June 15th of each year, prepared by a professional engineer licensed to practice in the State of New York or other professional qualified to perform such work.

The Sponsor shall also bear all responsibility, including, but not limited to, the inspection, cleaning, flushing, dredging, repair and all other maintenance procedures necessary for the proper operation of the drainage facilities in the immediate vicinity of the Site.

3. The Costs of Improvements

The costs of construction and/or installation of all Improvements shall be borne by the Sponsor.

4. No Liability

The Town shall not be responsible for any loss or damage, incurred by the Sponsor or its agents, tenants, employees, contractors or invitees, in connection with this Agreement. Furthermore, no language contained herein shall be construed as the Town assuming any obligations of the Sponsor, relieving the Sponsor of their duties associated with the inspection, operation and/or maintenance of the system(s).

5. Indemnity

The Sponsor shall indemnify and hold the Town harmless at all times from and after the date of this Agreement, including from all claims, damage, liability and expense, including legal fees, arising from, related to or in any way connected with the Agreement, except claims, damage, liability and expenses caused by a negligent, willful or wrongful act or omission on the part of the Town and/or any of its employees, agents or contractors.

6. Default

If the Sponsor fails in the due performances of any of its obligations under the terms of this Agreement, the Town shall have the right to issue a notice of default in accordance with the following:

A) After a twenty four (24) hour period from the issuance of written, facsimile or electronic notice for correction of an emergency maintenance situation(s) and remedial action has not been performed to the satisfaction of the Town by the Sponsor or its agent(s); and/or

B) After a thirty (30) day period from the issuance of written, facsimile or electronic notice for correction of routine maintenance procedure(s) (including failure to properly perform the maintenance) and remedial action has not been performed to the satisfaction of the Town by the Sponsor or its agent(s);

In accordance with the above conditions, the Town may then issue written, facsimile or electronic notice for default and at its election, (a) cause the necessary maintenance to be performed immediately and to add the costs thereof to the property tax bill issued to the

Sponsor for the Site, and/or (b) to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all expenses including legal fees.

An emergency is defined as, but not necessarily limited to, a situation that presents an immediate threat to the well being of property, personal health and welfare of individuals and/or the general public, and/or the environment. Routine is defined as, but not necessarily limited to, the maintenance and care, recommended or otherwise, of the system(s) for its ability to operate in accordance with the intended performance parameters. Pursuant to paragraph #4, the Town assumes none of the Sponsor's obligations with regards to maintaining the system.

The Sponsor shall provide below the name, title and contact information of the person in their employ who shall be notified in accordance with the terms and conditions of this paragraph, and may be reached twenty four hours a day. The Sponsor shall be responsible to promptly inform the Town of any changes that may occur with regards to this information.

CONTACT INFORMATION (please type or print all information)

NAME: Joseph McEntee
TITLE: Member - Columbia/Wegman Brighton LLC
MAILING ADDRESS: 550 Latona Road, Bldg. A, Rochester, N.Y. 14626
PHONE NUMBERS: 585-563-1390 (W)
(work, home, cell) 585-202-0475 (C)
FAX NUMBER: 585-225-0887
E-MAIL ADDRESS: joe@wegmancompanies.com

7. Term

The Term of this agreement will commence upon execution by both Parties and will remain permanently in full force and effect from the date of this Agreement.

8. Successors and Assigns

The terms of this agreement shall be perpetually binding upon the Sponsor, their heirs, successors and all subsequent property owners. This agreement and the obligations thereof shall not be assigned, transferred or otherwise disposed of by the Sponsor.

9. Modifications

This document represents the full and complete agreement between the parties. No changes may be made to any of the terms of this Agreement, nor any provision revised or waived, except in writing signed by both parties.

10. Severability

If a court of competent jurisdiction finds any provisions of this agreement invalid, in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated as being invalid. All other provisions of this agreement shall remain in full and separate effect.

11. Authorization

The undersigned represent that they are authorized to execute this Agreement on behalf of the Town or the Sponsor, and that the Town and the Sponsor are authorized to enter into this Agreement and perform its obligations described herein.

12. Filing

The Sponsor shall file this document at the Monroe County Clerk's Office upon its execution and provide a copy of the date/time stamped filed document to the Town along with the transaction receipt from the County Clerk's Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

SPONSOR

Signature Joseph McEntee

Name (printed) Joseph McEntee

Title Member - Columbia/Wegman Brighton LLC

TOWN OF BRIGHTON

Signature _____

Name (printed) William W. Moehle

Title Supervisor, Town of Brighton

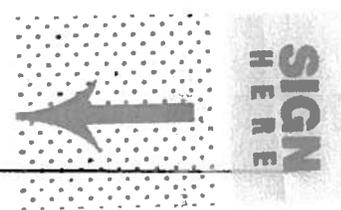
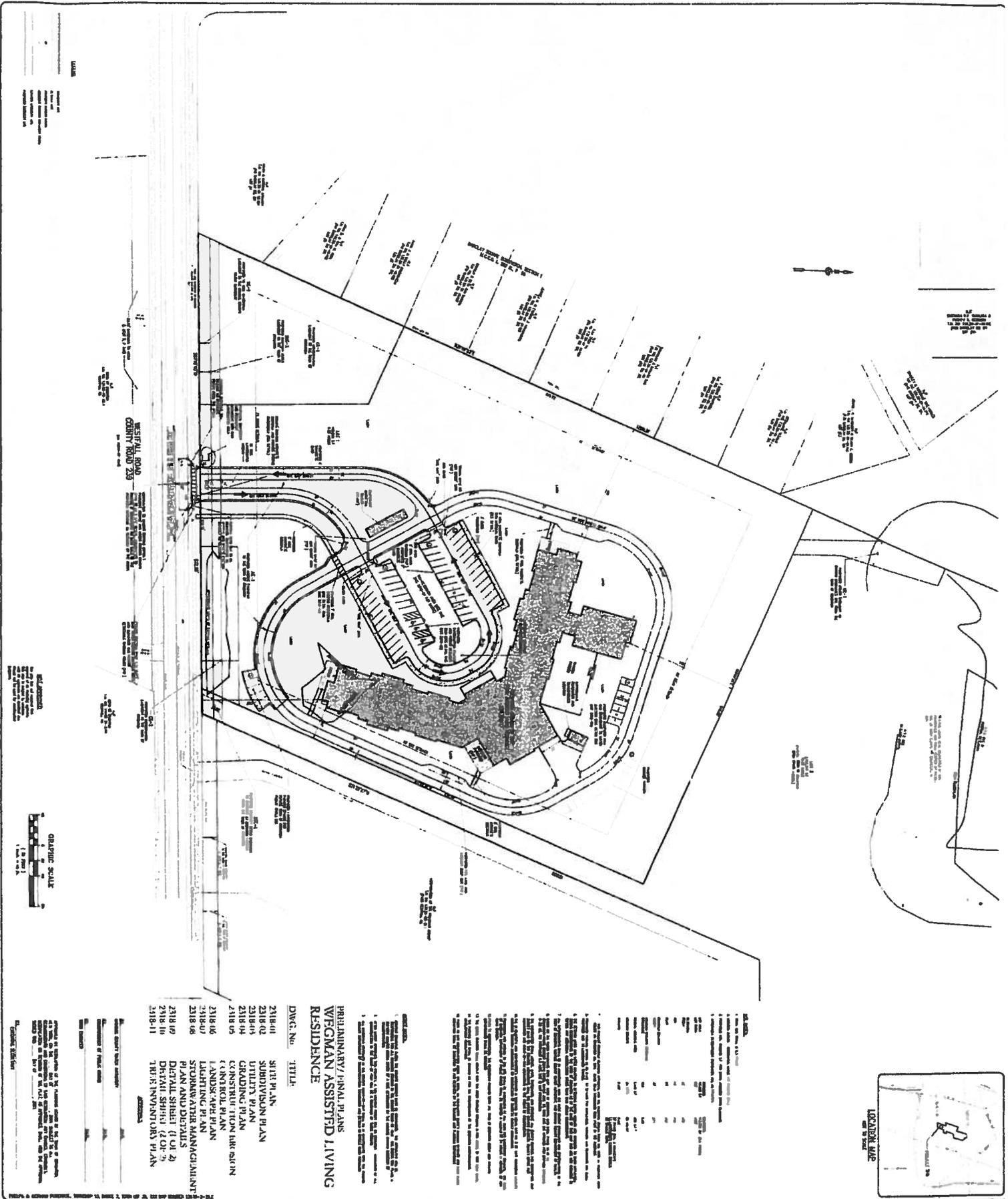


EXHIBIT A

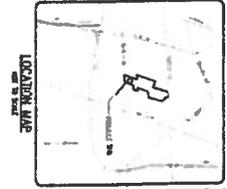


**PRELIMINARY/FINAL PLANS
WEGMAN ASSISTED LIVING
RESIDENCE**

DWG. NO.	TITLE
218-01	SITE PLAN
218-02	SUBDIVISION PLAN
218-03	GRADING PLAN
218-04	CONSTRUCTION ERECTION
218-05	CONSTRUCTION ERECTION
218-06	LANDSCAPE PLAN
218-07	LIGHTING PLAN
218-08	STORMWATER MANAGEMENT PLAN AND DETAILS
218-09	DETAIL SHEET (1 OF 2)
218-10	DETAIL SHEET (2 OF 2)
218-11	TRUCK INVENTORY PLAN

NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
4. THE SITE SHALL BE MAINTAINED AT ALL TIMES TO PREVENT EROSION AND POLLUTION.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
6. THE SITE SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
7. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
8. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
9. THE SITE SHALL BE MAINTAINED AT ALL TIMES TO PREVENT EROSION AND POLLUTION.
10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
11. THE SITE SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.



<p>BME ASSOCIATES</p> <p>1000 ...</p>	<p>EMERUS AT BRIGHTON LANDING</p> <p>2310</p>	<p>SITE PLAN</p>	<p>01</p>
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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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated May 30, 2012 from Town Engineer, Mike Guyon, P.E., regarding a certain sidewalk easement agreement with Prideland Homes, LLC for property located on French Road in the Town, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign a certain sidewalk easement agreement and related legal documents with Prideland Homes, LLC for property located on French Road in the Town, subject to review and approval of said easement agreement by the Attorney to the Town.

Dated: June 13, 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 30, 2012

The Honorable Town of Brighton Town Board
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618

Re: D'Angelo Residence
Sidewalk Easement

Dear Supervisor Moehle and Town Board Members:

The Planning Board approval for the above referenced project included the condition that a sidewalk easement is provided to the Town of Brighton along French Road. The appropriate easement documentation has been provided by the owner and is attached for your reference. Town staff has reviewed the easement, map and description as prepared by the applicant and find them to be in order.

I am requesting that the Town Board authorize the Supervisor to endorse the sidewalk easement and the Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax Form also known as the TP-584 form.

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

Respectfully

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

Cc: Tim Keef

SIDEWALK EASEMENT

THIS INDENTURE, made this day of MAY, 2012 by and between PRIDELAND HOMES LLC, 45 CRESCENT HILL ROAD, PITTSFORD, NY 14530 as the owner of property known as 477 FRENCH ROAD, ROCHESTER, NY 14618, Tax ID150.14-1-54, situate in the Town of Brighton, Monroe County, New York, and all other individuals and corporations who may execute this instrument, GRANTOR, and the Town Board of the Town of Brighton, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618, TOWN.

WITNESETH:

That the GRANTOR in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to them by the TOWN hereby grants and releases to the TOWN, their successors or assigns, a permanent right of way, easement and privilege in, along and over a strip of land to be used for sidewalk purposes 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 TOWN, their successors or assigns, with the following rights and privileges:

1. The perpetual easement granted hereunder is for the purpose of constructing and maintaining a sidewalk, over which all members of the public may traverse at all times, as determined by the TOWN their successors or assigns, who shall have the right to enter upon said premises for the purposes aforesaid.
2. The TOWN does hereby agree to indemnify and hold harmless the GRANTOR, 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 GRANTOR, their agents, employees, grantees, successors or assigns.

Conversely, the GRANTOR does hereby agree to indemnify and hold harmless the TOWN, 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 TOWN, their agents, employees, grantees, successors or assigns.

3. The GRANTOR hereby reserves 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 TOWN, their agents or contractors to enter thereon for maintaining, replacing or repairing any portion of the sidewalk or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the property of the GRANTOR to the same condition as before such work is or was done insofar as it is practicable and reasonable to do. The Town, 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 sidewalk or part thereof without liability to the Grantor, except as provided for in Paragraph 2.

4. The TOWN, 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 TOWN, their successors, assigns or contractors to remove or replace trees or shrubs that, in the opinion of the TOWN, do not interfere with or obstruct the use of the sidewalk. Furthermore, it shall not be the duty of the TOWN, 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 GRANTOR in the normal course of the upkeep of the property. The TOWN agrees to maintain the sidewalk in good repair.

4. The GRANTOR reserve the full use and enjoyment of the said premises except for the purposes herein granted to the TOWN. The GRANTOR covenants that the TOWN shall quietly enjoy this easement and the GRANTOR warrants 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 of Deeds at Page dated [Date Filed @ M.C.C.O.], 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):
PRIDELAND HOMES LLC

BY: 
FRANK D'ANGELO, MEMBER-MANAGER

STATE OF NEW YORK)
COUNTY OF MONROE)

On this day of 16 Of May , 2012, before me, the undersigned, personally appeared FRANK D'ANGELO , 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.


Notary Public

THOMAS JAY SOLOMON
NOTARY PUBLIC, State of New York
County of Monroe
Commission Expires 7/31/2013

GRANTEE:

**SIGN
HERE**



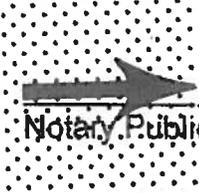
WILLIAM H. MOEHLE.
SUPERVISOR, TOWN OF BRIGHTON

STATE OF NEW YORK)

COUNTY OF MONROE)

On this day of MAY, 2012 , before me, the undersigned, personally appeared WILLIAM H. 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 she executed the same in her 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

Proposed Sidewalk Easement

ALL THAT TRACT OR PARCEL OF LAND, being Part of Lot 3 of the R. Scott Subdivision, situate in the Town of Brighton, County of Monroe and State of New York, more particularly known and described as follows:

BEGINNING at a point in the southerly highway boundary line of French Road (49.5 feet wide) being the northwest corner of Lot 3 of the R. Scott Subdivision (Liber 2414 of Deeds, page 193);

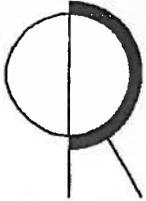
thence (1) north $87^{\circ}-00'-00''$ east along the southerly highway boundary line of French Road a distance of 110.00 feet to a point;

thence (2) south $21^{\circ}-17'-30''$ west along the east line of reputedly AnneMarie Piacentini a distance of 10.97 feet to a point;

thence (3) south $87^{\circ}-00'-00''$ west through the lands of said Piacentini a distance of 110.00 feet to a point;

thence (4) north $21^{\circ}-17'-30''$ east along the west line of said Piacentini a distance of 10.97 feet to the point of beginning.

Easement contains 1,100 square feet.



O'NEILL-RODAK
 LAND SURVEYING ASSOCIATES, P.C.
 LAND SURVEYORS - PLANNERS
 BOUNDARY CONSULTANTS
 FLOOD ZONE DETERMINATIONS
 ALTA/ACSM SURVEYS

5 SOUTH FITZHUGH STREET
 ROCHESTER, NY
 14614

PHONE (585) 325-7520 FAX (585) 325-1708
 e-mail oneillrodak@frontiernet.net

MAP SHOWING

PROPOSED SIDEWALK EASEMENT
 LOT 3, R. SCOTT SUBDIVISION

TOWN OF HENRIETTA

MONROE COUNTY, NEW YORK

CLIENT T.Y. LIN INTERNATIONAL COMPANY

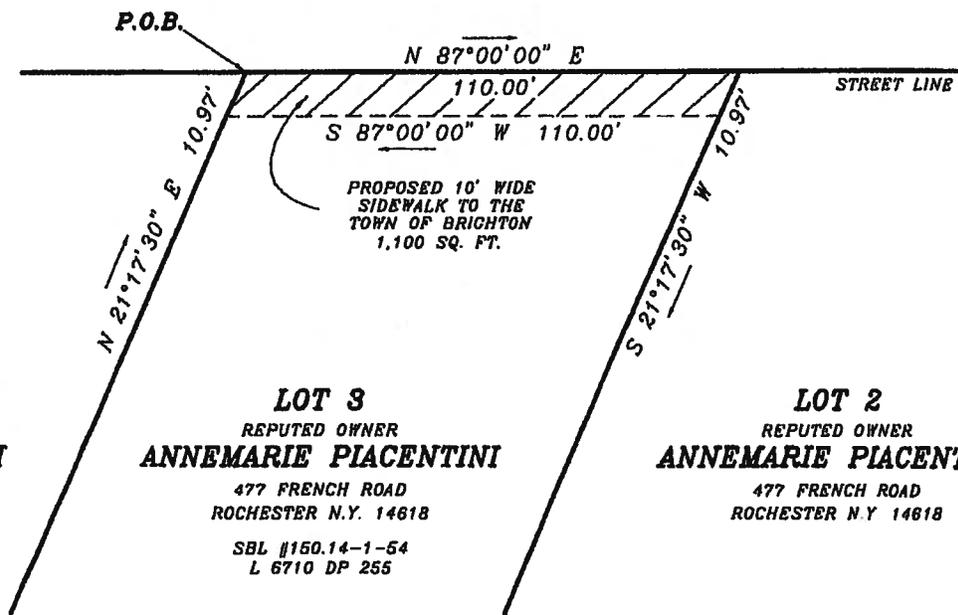
SCALE
 1" = 40'

DATE
 04/24/2012

PROJECT NO.
 2011-0479-4



FRENCH ROAD (49.5' WIDE)



"Unauthorized alteration of, or addition to, this survey map is a violation of section 7209 of the New York State Education Law"
 Copies of this survey map not bearing the land surveyor's inked or embossed seal shall not be considered to be a valid true copy.
 *Guarantees or certifications indicated hereon shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution.
 Guarantees or certifications are not transferable to the institutions or subsequent owners"

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated May 30, 2012 from Town Engineer, Mike Guyon, P.E., regarding easements for sanitary sewers relating to the Marian's House project, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the Brighton Meadows Storm Water District sanitary sewer easement agreement and the easement agreement for the portion of the sanitary sewer that extends across lands owned by Jewish Senior Life Community Service, Inc. and all related legal documents all relating to the installation and maintenance of sanitary sewers for the Marian's House project, subject to review and approval of said easement agreements by the Attorney to the Town.

Dated: June 13, 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 30, 2012

The Honorable Town of Brighton Town Board
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618

Re: Marian' House
Sanitary Sewer Easements

Dear Supervisor Moehle and Town Board Members:

The above referenced project includes extending the Town of Brighton's sanitary sewer from the Brighton Meadows pump station to the southern property line of the project site. The sewer will be constructed in accordance with Town standards by the project applicant and at no cost to the Town. The sewer has been designed to facilitate the future extension of sanitary sewers to the properties along S. Clinton Ave. and will be dedicated to the Town of Brighton. The sewer will cross two properties, one owned by the Brighton Meadows Storm Water District the other owned by Jewish Senior Life Community Services Inc. The appropriate easements must be provided for all utility lines that are not located within a dedicated right-of-way. Town staff has reviewed the enclosed easements, maps and descriptions as prepared by the applicant and find them to be in order.

I am requesting that the Town Board authorize the Supervisor to endorse the Brighton Meadows Storm Water District sanitary sewer easement as the property owner and as the Town Supervisor. I am also requesting that the Town Board authorize the Supervisor to endorse the Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax Form also known as the TP-584 form. Finally, I am requesting that the Town Board authorize the Supervisor to endorse the easement which extends across the property owned by the Jewish Senior Life Community Service Inc. and the corresponding TP-584 form.

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

Respectfully,

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

Cc: Tim Keef

SANITARY SEWER EASEMENT

THIS INDENTURE, made this ____ day of _____, 2012 by and between **Jewish Senior Life Community Services, Inc.** as the owner of property known as **2980 South Clinton Avenue, Town of Brighton, New York 14618**, Tax ID 149.15-1-48, 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, acting for and on behalf of the Brighton Consolidated Sewer District, 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 or assigns, a permanent right of way, easement and privilege in, along and over a strip of land to be used for **sanitary sewer purposes** 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 or assigns, with the following rights and privileges:

1. The perpetual easement granted hereunder is for the purpose of continuing, constructing, laying, maintaining, replacing or improving underground sewer mains of such sizes as from time to time may be determined by the second parties, their successors or assigns, together with all necessary connections and other appurtenances for conveying and conducting through said pipes or mains; and 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 pave, plant or maintain lawns, or other embellishments over underground pipes within the said easement, and when it is necessary for the second parties, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground sewer mains, connections or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the property including but not limited to driveway, trees, shrubs, and utilities 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.
4. The second parties, their successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the areas of the easement which they determine are interfering with the operation or maintenance of the sanitary sewer collection lines and/or facilities or part thereof without liability to the first parties.
5. 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 operation of the system. 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 first parties in the normal course of the upkeep of the property.

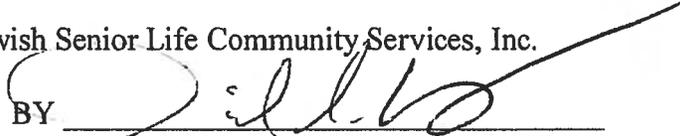
6. The first parties reserve the full use and enjoyment of the said premises except for the purposes herein granted to the second parties. The first parties covenant that the second parties shall quietly enjoy this easement and first parties warrant the title to same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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):

Jewish Senior Life Community Services, Inc.

BY 

—Dan Katz, President and CEO

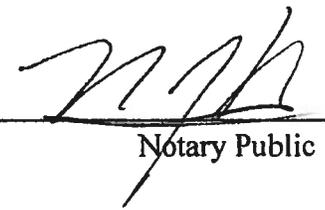
STATE OF NEW YORK)

SS:

COUNTY OF MONROE)

On this 21st day of May, 2012, before me, the undersigned, personally appeared DAN KATZ, 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.

KRISTOPHER J. VURRARO
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 02VUS070757
Commission Expires March 11, 2014



Notary Public

GRANTEE:

BY _____

WILLIAM W. MOEHLE
SUPERVISOR, TOWN OF BRIGHTON



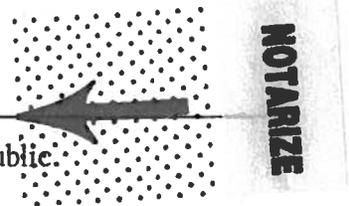
STATE OF NEW YORK)

SS:

COUNTY OF MONROE)

On this _____ day of _____, 2012, before me, the undersigned, personally appeared WILLIAM W. 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

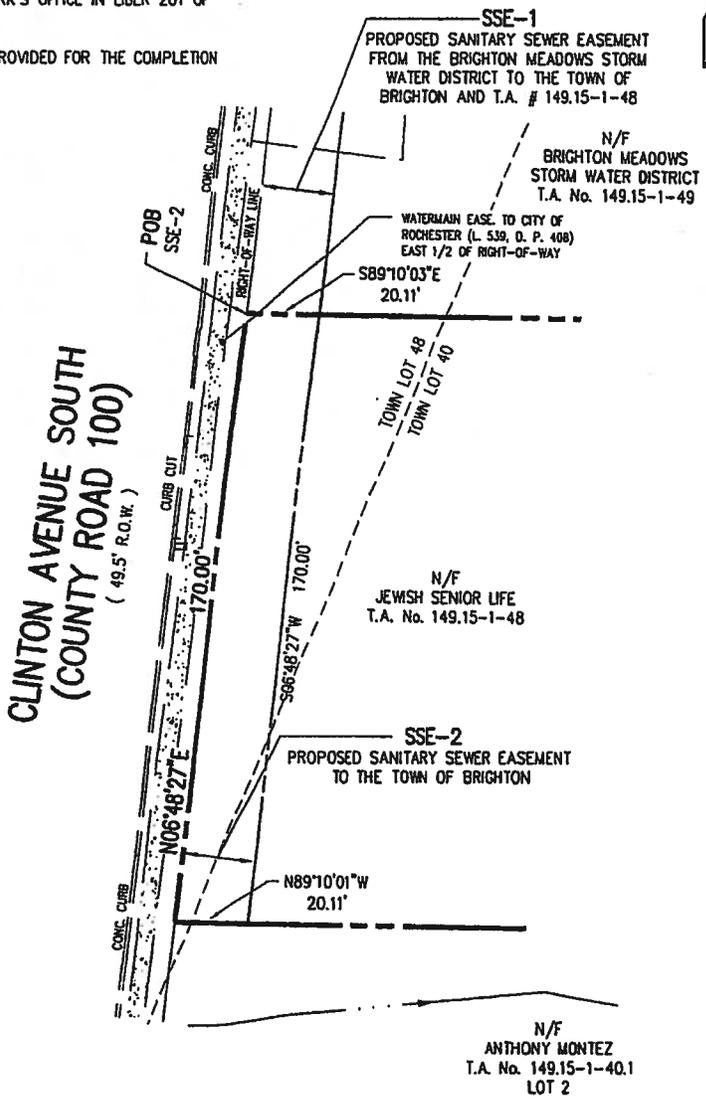
Notary Public



EASEMENT PLAN (SSE-2)

REFERENCES:

1. A PLAN ENTITLED "MARIAN'S HOUSE, SITE AND UTILITY PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING No. 2310AH-04, LAST REVISED DECEMBER 5, 2011.
2. A PLAN ENTITLED "SUBDIVISION MAP OF BRIGHTON MEADOWS," AS FILED AT THE MONROE COUNTY CLERK'S OFFICE IN LIBER 201 OF MAPS, PAGE 88.
3. AN ABSTRACT OF TITLE WAS NOT PROVIDED FOR THE COMPLETION OF THIS SURVEY.



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOTS 40 & 48
COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL WAXED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7202, OF THE NEW YORK STATE EDUCATION LAW.

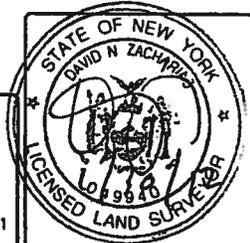
BME ASSOCIATES

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
 10 EAST BRIDGE LANE 1-551
 FAIRPORT, NEW YORK 14456
 PHONE 365-377-3100
 FAX 365-377-7100

MARIAN'S HOUSE
 TOWN OF BRIGHTON MONROE COUNTY NEW YORK

DRAWN BY: AJS
 DATE: 1-10-12

SCALE: 1"=40'
 DWG NO: 2310AH-11



SANITARY SEWER EASEMENT

THIS INDENTURE, made this ____ day of _____, 2012 by and between **Brighton Meadows Storm Water District** as the owner of property located on **South Clinton Avenue, Town of Brighton, New York 14618**, Tax ID 149.15-1-49, 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, acting for and on behalf of the Brighton Consolidated Sewer District, 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 or assigns, a permanent right of way, easement and privilege in, along and over a strip of land to be used for **sanitary sewer purposes** 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 or assigns, with the following rights and privileges:

1. The perpetual easement granted hereunder is for the purpose of continuing, constructing, laying, maintaining, replacing or improving underground sewer mains of such sizes as from time to time may be determined by the second parties, their successors or assigns, together with all necessary connections and other appurtenances for conveying and conducting through said pipes or mains; and 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 pave, plant or maintain lawns, or other embellishments over underground pipes within the said easement, and when it is necessary for the second parties, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground sewer mains, connections or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the property including but not limited to driveway, trees, shrubs, and utilities 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.
4. The second parties, their successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the areas of the easement which they determine are interfering with the operation or maintenance of the sanitary sewer collection lines and/or facilities or part thereof without liability to the first parties.
5. 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 operation of the system. 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 first parties in the normal course of the upkeep of the property.

6. The first parties reserve the full use and enjoyment of the said premises 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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):

Brighton Meadows Storm Water District

BY _____

STATE OF NEW YORK)

ss:

COUNTY OF MONROE)

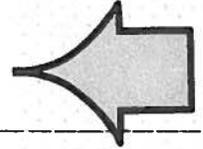
On this _____ day of _____, 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within this instrument and acknowledged to me that he/she/they executed the 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.

Notary Public

GRANTEE:

BY _____

WILLIAM W. MOEHLE
SUPERVISOR, TOWN OF BRIGHTON



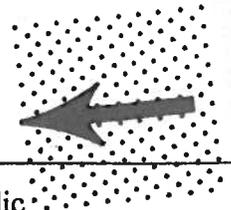
**SIGN
HERE**

STATE OF NEW YORK)

SS:

COUNTY OF MONROE)

On this _____ day of _____, 2012, before me, the undersigned, personally appeared WILLIAM W. 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARIZE

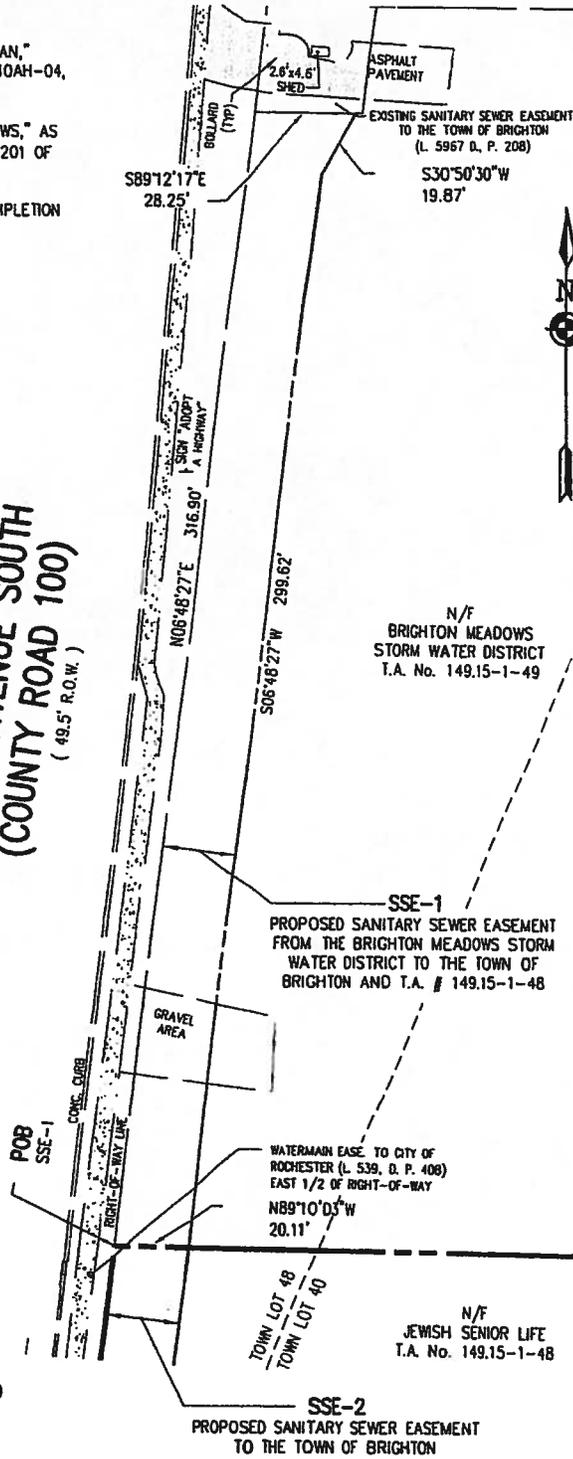
Notary Public

EASEMENT PLAN (SSE-1)

REFERENCES:

1. A PLAN ENTITLED "MARIAN'S HOUSE, SITE AND UTILITY PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING No. 2310AH-04, LAST REVISED DECEMBER 5, 2011.
2. A PLAN ENTITLED "SUBDIVISION MAP OF BRIGHTON MEADOWS," AS FILED AT THE MONROE COUNTY CLERK'S OFFICE IN LIBER 201 OF MAPS, PAGE 88.
3. AN ABSTRACT OF TITLE WAS NOT PROVIDED FOR THE COMPLETION OF THIS SURVEY.

**CLINTON AVENUE SOUTH
(COUNTY ROAD 100)**
(49.5' R.O.W.)



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

REVISED BEARING OF NORTH LINE 4/5/12 DMZ

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOT 48

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL BIKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.
UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, OF THE NEW YORK STATE EDUCATION LAW.

BME ASSOCIATES

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

19 LIFT BRIDGE LANE EAST
FAIRPORT, NEW YORK 14450
PHONE 583-577-7349
FAX 583-317-7189

COPYRIGHT ©2012
BME Associates

**MARIAN'S HOUSE
TOWN OF BRIGHTON MONROE COUNTY NEW YORK**

DRAWN BY: AJS
DATE: 1-10-12

SCALE: 1"=40'
DWG NO: 2310AH-10



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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 4, 2012 from Town Engineer, Mike Guyon, P.E., regarding an amendment to the agreement with M/E Engineering to include an additional \$135.50 for bid specification printing requirements for IT Room/Library HVAC improvements, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes an amendment to the agreement with M/E Engineering to include an additional \$135.50 for bid specification printing requirements for IT Room/Library HVAC improvements.

Dated: June 13, 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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 1, 2012 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding an Agreement of Adjustment with the New York State Department of Transportation for Town lands being taken by the State at the former Brighton Sewer Treatment Plant #5 in conjunction with project for the improvements taking place at the I-390 on and off ramps to East River Road in the vicinity of Kendrick Road, be received and filed, and be it further

RESOLVED, that the Town Board hereby accepts as final payment the amount of \$1,700.00 for the purchase of parcel sold consisting of approximately .065 acres as shown on Map 280 referenced in correspondence dated May 24, 2012 from Jillian J. Stankewich, NY State Department of Transportation attached to the Keef correspondence, and \$250 for the acquisition of a temporary easement on Parcel 304 consisting of approximately .048 acres as shown on Map 282, referenced in the Stankewich correspondence and authorizes the Supervisor to execute the Agreement of Adjustment with the New York State Department of Transportation for Town lands being taken by the State at the former Brighton Sewer Treatment Plant #5 in conjunction with project for the improvements taking place at the I-390 on and off ramps to East River Road in the vicinity of Kendrick Road.

Dated: June 13, 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

June 1, 2012

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

re: NYSDOT Outer Loop Lehigh Valley Project (I-390/Kendrick Road Phase 1)
Proposed Property Acquisition

Dear Chairman Werner and Committee Members:

As you may be aware, the NYSDOT will be undertaking Phase 1 of the above project later this year. Generally the work involves new on/off ramps from I-390 to East River Road, a traffic roundabout at East River/Kendrick Roads, as well as some other related improvements. The NYSDOT has identified a need to acquire property (one permanent taking and one temporary taking) at the former Brighton Sewer Treatment Plant #5 location, situated west of Kendrick Road between East River Road and the I-390 overpass. The values of these takings are \$1,700.00 and \$250.00, respectively, totaling \$1,950.00. The State uses a very formal process to evaluate and appraise any land acquisitions, generally resulting in a well controlled and fair appraisal of the property. This matter was previously presented to the Public Works Committee earlier this year before the land values had been determined. Based upon the attached information, it is recommend that the Town execute the agreements with the State for this matter.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 5, 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. Zimmer
S. Zaso
M. Hussar
A. Robinson



RECEIVED
MAY 25 2012

**STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION 4
1530 JEFFERSON ROAD
ROCHESTER, NEW YORK 14623-3161
www.dot.ny.gov**

**TOWN OF BRIGHTON
DEPT. OF PUBLIC WORKS**

**Robert A. Traver, P.E.
Acting Regional Director**

**Joan McDonald
Commissioner**

May 24, 2012

Brighton Sewer District No. 5
2300 Elmwood Avenue
Rochester, NY 14618

Attn: *Tim Keef*

**RE: PIN 439017211 PROC 13928
SH 78-7, Rochester Outer Loop - Lehigh Valley
Railroad to Winton Road South
Town of Brighton, Monroe County
Map(s) 280; 282
Parcel(s) 299; 304**

Dear Brighton Sewer District No. 5:

The Department is progressing the above captioned project and we are now able to extend an offer of just compensation to you for your property as described in the attached maps. Our offer, based on the amount of our highest approved appraisal, is **\$1,950.00 (One Thousand Nine Hundred Fifty and 00/100 Dollars)**.

To assist you with your review of our offer, please find the following documents:

- 1) EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT**
- 2) HOW PROPERTY IS ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION**
- 3) ACQUISITIONS FACT SHEET**
- 4) AGREEMENTS:** By law, there are two options to which you are entitled. You may collect your compensation either as a full settlement, or as an advance payment. Either of these options can be exercised by signing and returning the duplicate copies provided of either one of the following:
 - "Agreement of Adjustment and Release of Owner"** This agreement settles the acquisition for the offer amount, plus applicable interest and waives your right to file a claim in the Court of Claims.
 - "Agreement for Advance Payment"** This agreement allows you to collect the amount stated, plus interest, and negotiate for additional compensation, **if warranted and justified**. This agreement provides you with the ultimate right to file a claim with the Court of Claims, within a three year statute of limitations from the date we officially notify you of the vesting of the map(s).
- 5) APPROPRIATION MAP** This map became official upon filing with the Department of Transportation on 05/15/2012, and allows the State's officers or agents right of entry on the property. Title in the property under eminent domain will transfer to the State upon vesting with the County Clerk's Office and you will be notified of this filing by certified mail.
- 6) PLAN SHEET**
- 7) DESCRIPTION OF PROJECT**

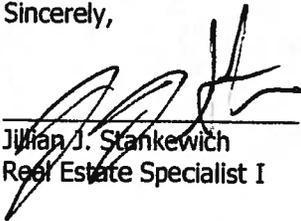
Page 2

Please be advised that before we can make payment of compensation to you the following steps must be completed:

- The map(s) must be filed in the public record within the respective County Clerk's Office.
- A signed agreement must be received from you by this office and then processed for approval.
- All closing documents required by the Real Property Bureau of the NY State Attorneys General Office must be completed and returned to us. These will be provided to you when we receive a signed agreement.

I will telephone you in the near future to confirm that you have received this package, as well as discuss the materials enclosed and provide you with answers to any questions you may have. In the meantime, should you wish to contact me, I can be reached at (585) 272-4849 or by e-mail at jstankewich@dot.state.ny.us. Thank you.

Sincerely,



Jillian J. Stankewich
Real Estate Specialist I

Enclosures

cc: Acquisitions Management Bureau, POD 41
File

DESCRIPTION OF PROJECT

The purpose of this project is to improve access to I-390 northbound and southbound. A new on-ramp from East River Road to I-390 southbound would be built to provide access to the expressway. A new on-ramp from Kendrick Road to I-390 northbound will also be built. The off-ramp from I-390 southbound to East River Road will be relocated and a new deceleration lane built on I-390 to relieve congestion and improve safety. These new ramps would provide direct access to the expressway from the Kendrick Road area and would relieve congestion at the Route 15 and 15A interchanges.

The current schedule shows the project being let in August 2012 with a project duration of one year. Utility relocation will be necessary in some areas and will occur prior to and during the roadway work.



NEW YORK STATE DEPARTMENT OF TRANSPORTATION

HOW PROPERTY IS ACQUIRED IN NEW YORK STATE

The acquisition of property required for a public improvement occurs only after an extensive, coordinated process that includes careful planning, engineering and design. This leads to a determination of property that is needed to construct a public improvement. You may have attended one or more of the public hearings as part of the overall process.

When it is necessary for the Department to acquire private property, a detailed map is prepared to illustrate the extent of right of way needed from each property. Concurrently, a title search is conducted to determine the ownership interests in the property along with any liens and encumbrances. Title to the property is transferred to the State when the map is filed with the County Clerk's Office in the county in which the property is located. ***Before any transfer of title takes place, the law requires the State make an offer in writing for Just Compensation, which is based on the amount of the State's highest approved appraisal.***

An appraisal is prepared either by Department or Consultant Appraisers, each of whom have had extensive experience in the valuation of real estate as well as having received special training in valuing property affected by eminent domain proceedings. You will be offered the opportunity to accompany the appraiser during the inspection of your property. In completing the appraisal, the Appraiser will analyze market conditions and prices at which properties similar to yours are sold. With your offer, you will receive a summary statement explaining the Just Compensation established and the basis for the valuation. If we are unable to arrive at an agreement in full settlement of your claim, you will have the option to collect an advance payment of the Just Compensation offered and continue negotiations. Agreeing to accept an advance payment affords you the time and opportunity to present additional information for consideration which you may feel has a bearing on the appraised value. Ultimately, you have the right to file a claim with the State Court of Claims if a full settlement cannot be reached. The Department representative assigned to your claim will explain the options for agreements and methods of payment at the time the offer is extended.

Occasionally, a claimant may refuse or fail to accept the State's offer, and the Map is still filed. In that case, if federal money is in any phase of the project, the amount offered will be deposited in a variable rate interest bearing account. Depositing the amount of the State's offer is considered to be the legal equivalent of payment to you and allows the State's Contractor to enter upon your property for construction even though you have not signed an agreement. To withdraw the amount deposited, a claimant must either sign an Agreement or formally request of the Court of Claims a distribution of the funds held in the interest bearing account. If there is no federal money in any phase of the project, the amount offered will not be deposited, but will accrue interest from the date the map is filed in accordance with State Law. In this situation, the filing of the map will allow the State's Contractor to enter upon your property for construction even though you have not signed an agreement.

Our acquisition process is not a routine real estate transaction, nor one which most people will experience. We expect you will have concerns and questions and we want to reassure you that our trained, professional staff will make themselves available to discuss the variety of issues that arise and assist you *throughout*.

The Office of Right of Way at the Department of Transportation

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 1, 2012 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding authorization to allow for Town Highway crews to perform road maintenance services under contract to the County of Monroe on Crittenden Road from West Henrietta Road to East River Road, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an Agreement with the County of Monroe to allow Town Highway personnel and equipment to perform road maintenance work on Crittenden Boulevard from West Henrietta Road to East River Road, said agreement being subject to the review and approval of the Attorney to the Town.

Dated: June 13, 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

June 1, 2012

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

re: MCDOT Crittenden Road Surface Treatment Project

Dear Chairman Werner and Committee Members:

As you may be aware, the MCDOT contracts from time to time with local municipalities for performing highway maintenance projects within their jurisdiction. While we have not always been able to undertake projects for the County due to the nature of our seasonal work load, this year presents an opportunity for some unanticipated revenues. The MCDOT has slated a surface treatment project for Crittenden Road from West Henrietta Road to East River Road that we have the ability to perform due to the mild winter allowing us to be ahead of schedule on some of our projects. Generally, the Town will be reimbursed for labor, material and equipment in situations such as this, offsetting some or all of our operating costs. At this time we are working out the details of the project scope and schedule, so I do not have the final details. However, due to the necessary schedule that may result due to seasonal demands and the ability to coordinate between the two entities, I am asking that the Committee entertain considering approval in this matter so we do not lose the opportunity for some offsetting revenues. Once the details are finalized, I would return to have the Attorney for the Town review the document for execution.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 5, 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: T. Anderson
S. Zaso
M. Hussar
A. Robinson

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated June 4, 2012 from Chief of Police, Mark T. Henderson, regarding an agreement between the Town and the County of Monroe for Tobacco Compliance Checks, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an Agreement with the County of Monroe for Tobacco Compliance Checks, said agreement being subject to the review and approval of the Attorney to the Town.

Dated: June 13, 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

June 4, 2012

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

**RE: INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY TOBACCO
COMPLIANCE CHECKS**

Dear Board Members:

I recommend that the Supervisor be authorized to digitally sign an agreement between the County of Monroe and the Town of Brighton for the Intermunicipal Agreement with Monroe County Tobacco Compliance Checks. Along with the signed agreement, they have requested the Supervisor to forward insurance certificates that are required in order for the contract to be processed. Attached is a printout of the digital agreement.

Thank you for your consideration. I would be happy to answer any questions you may have regarding this request.

Respectfully,

Mark T. Henderson
Chief of Police

Attachment

c: Captain William Principe
JP O'Brien

AGREEMENT

FOR Town of Brighton Police Department Tobacco Checks

April 1, 2012 THROUGH March 31, 2013

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTY OF MONROE, a municipal corporation with offices in the County Office Building, 39 West Main Street, Rochester, New York, 14614, hereinafter referred to as "County" and, Town of Brighton, with offices at 2300 Elmwood Avenue, Rochester, NY, 14618, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof, and;

WHEREAS, the Contractor is willing, able and qualified to perform such services;

WHEREAS, the County Legislature, by Resolution Number 269 adopted on December 13, 2011, and Resolution Number 294 adopted on December 13, 2011, authorized the execution of an Agreement with the Contractor for such services;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

The Contractor's Police Department shall perform the following services for the County:

A. Conduct a maximum of Twenty-five (25) tobacco compliance checks of tobacco retail outlets, including vending machines and re-inspections, located in the Town of Brighton. Conduct one (1) follow-up check within two to three months of all outlets that have had their licenses suspended or revoked to determine if tobacco is being sold.

1. New compliance checks during contract period 04/01/2012 - 03/31/2013. Complete at least one (1) unannounced compliance check with a minor at all facilities where tobacco is sold by March 31, 2013.

2. Re-inspections during contract period 04/1/2012- 03/31/2013. For each facility that, on April 1, 2012, has active points on their record, complete a minimum of two (2) additional compliance checks with a minor before March 31, 2013.

3. Synar Survey - When required, complete assigned compliance checks and submit inspection reports by the deadline for the annual random Synar survey.

B. Verify that the retailer/vendor is registered with NYS Department of Taxation and Finance to sell tobacco. Verify name and address of the legal operator on the outlet's Certificate of Registration.

C. Verify that there are no self-service of tobacco products and that the products are located in a secure cabinet or behind the sales counter accessible only to sales clerks. Verify that out of package tobacco items (loosies) are not for sale and that bidis are not sold in outlets without a tobacco registration. Verify that required signage is posted in the facility.

D. Verify that vending machines have proper registration and are properly located and supervised.

E. When a retailer/vendor is found in violation:

- Verify name and address of operator.

• Notify operator of violations by presenting a copy of the "Notification of Violation" letter provided by the Health Department. Note on the compliance check form that letter has been delivered.

• Note full name of actual seller (sales clerk) of the tobacco product on the compliance check form. Lottery agent number, if a New York State Lottery agent, must be noted on the compliance check form.

F. Provide the personnel and minors (15-17 years of age) with the required training needed to conduct the compliance checks. Obtain written parental permission for participating minors.

G. Follow the protocol for conducting tobacco compliance checks as developed by the New York State Health Department. *Protocol is included as an attachment.

H. Complete the compliance check report forms (developed and provided by the New York State Department of Health) and submit the originals to the County within two (2) working days from the date the checks were conducted. Any evidence obtained must be labeled and held in a safe and secure location until such time as the administrative enforcement hearing is conducted or the contractor is otherwise instructed by the Health Department.

I. Assure that the Brighton Police Department's personnel and/or minors involved in the compliance checks will be available to present testimony and evidence, if needed, in any Administrative Enforcement Hearings and/or judicial proceedings, initiated by or against the County, as a result of compliance checks.

II. TERM OF INTERMUNICIPAL AGREEMENT

A. The term of this Agreement shall be for the period of April 1, 2012 through March 31, 2013.

B. This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to the County's Health Director or the Contractor without incurring any penalty on account of such termination. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

C. Notwithstanding the provisions of the above paragraph, the County may terminate this Agreement immediately upon written notice to the Contractor upon the happening of any of the following:

1. Funding for the services to be performed under this contract is terminated or curtailed.
2. The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
3. The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation.
4. The County determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

III. PAYMENT FOR SERVICES

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed TWO THOUSAND DOLLARS (\$2,000.00). This sum shall be paid as follows:

In quarterly installments, at a rate of \$80.00 per compliance check conducted.

In the event that the New York State Department of Health modifies its grant contract vouchering requirements at any other time during the term of this Agreement, County will so notify Contractor in writing and Contractor will adhere to said modifications as soon thereafter as reasonably possible, without the need for further contract amendments. Such written notification by County to Contractor will be attached to the Contract and be incorporated herein.

The Contractor will submit properly completed and executed Monroe County claim vouchers setting forth in detail the services provided by the Contractor.

Each submitted voucher will be approved by the County Health Director or his duly designated representative and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records pursuant to regulations promulgated by New York State Department of Health, New York State Education Department and or requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

The Contractor will submit a copy of any audit findings relating to services funded under this agreement to the County Department of Public Health.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

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 insurance, and disability insurance, if required by law; general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled 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 general liability insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the 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.

Contractor certifies that no medical professionals or other medical personnel shall be involved in the performance of the services described herein.

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 Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take

immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County 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.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder, shall become legally vested to the County upon the completion of the work required under this Agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

XI. FEDERAL SINGLE AUDIT ACT

This Agreement does not include federal funding.

XII. RIGHT TO INSPECT

Designated representatives of the County and the State Department of Health shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator

Monroe County Department of Human Services

Room 204

111 Westfall Road

Rochester, NY 14620

phone #: (585) 753-6322

fax #: (585) 753-6096

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of this Agreement, that it shall not discriminate against any person due to age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that at all times, it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth (and hereinafter amended) in Sections 290-301 of the Executive Law of New York State, and related regulations.

Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

XVI. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

XVII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

Contractor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to fully cooperate with the County in this regard, and to execute any amendments necessary for County and/or Contractor to comply with such laws, rules, regulations, orders and programs.

XVIII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

XIX. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

XX. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

XXI. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

XXII. MISCELLANEOUS

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS THEREOF, Maggie Brooks the County Executive of the COUNTY OF MONROE and William Moehle, Town Supervisor of Town of Brighton (Federal Tax ID# 16-6002187), hereto have executed this agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

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

By electronically approving this contract document, the Contractor agrees to all terms and conditions listed in this attachment. The Contractor 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.

Town of Brighton

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 4, 2012 from Chief of Police, Mark T. Henderson, regarding a fifty dollar donation from the Meadowbrook Neighborhood Association, be received and filed, and be it further

RESOLVED, that the Town Board hereby gratefully accepts the fifty dollar donation to the Police Department from the Meadowbrook Neighborhood Association and hereby directs that said donation be recorded as revenue under A.POLICE.3120.2705 Gifts and Donations.

Dated: June 13, 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

June 4, 2012

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Board Members:

Recently, the Police Department received a donation of \$50.00 from the Meadowbrook Neighborhood Association.

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 the Association expressing the department's gratitude for this generous donation.

Sincerely,


Mark T. Henderson
Chief of Police

attachment

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated June 5, 2012 from Director of Personnel, Gary Brandt, regarding an amendment to the Flexible Spending Account Plan to allow eligible part-time employees to purchase health insurance on a pre-tax basis along with authorization to include the Teamsters Union as eligible to receive a monetary declination for health insurance, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes an amendment to the Flexible Spending Account Plan to allow eligible part-time employees to purchase health insurance on a pre-tax basis along with authorization to include the Teamsters Union as eligible to receive a monetary declination for health insurance by amending Section 3.1 of said Plan to read in its entirety as follows:

3.1 Eligibility Requirements. An Employee shall be eligible to participate in the Plan if he satisfies the following requirements: "Full-time employee of the Employer or an elected official of the Employer and a "permanent part-time employee of the Employer".

and by amending Section 4.1 of said Plan to read in its entirety by adding the following:

4.1 Participant Elections. A Participant may elect to receive his compensation from the Employer in cash, or have a portion thereof credited to his Account(s).

A member of the Brighton Police Patrolman's Association who is eligible for, but declines and does not receive any of the Coverage

indicated below, shall receive an additional cash compensation per payroll period.

When 5 or more members of the CSEA-Highway & Sewer Department who are eligible for, but decline and do not receive any of the Coverage indicated below, shall receive an additional cash compensation per payroll period.

A member of the Teamsters Local Union No. 118 who is eligible for, but declines and does not receive any of the Coverage indicated below, shall receive an additional cash compensation per payroll period.

Accidental Death and Dismemberment Coverage

Dental Coverage

Long Term Disability Coverage

Medical Coverage

Short Term Disability Coverage

Vision Coverage

Dated: June 13, 2012

William W. Moehle, Supervisor	Voting	<input type="checkbox"/>
James R. Vogel, Councilperson	Voting	<input type="checkbox"/>
Louise Novros, Councilperson	Voting	<input type="checkbox"/>
Christopher K. Werner, Councilperson	Voting	<input type="checkbox"/>
Jason S. DiPonzio, Councilperson	Voting	<input type="checkbox"/>



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

TO: Christopher Werner, Esq. Chair, FASC
FROM: Gary Brandt, Director of Personnel & HR
DATE: June 5, 2012
RE: Authorizing Amendments to Sec. 125 FSA Plan *op/mst*

I am requesting the Town Board authorize the following amendments to the existing Town of Brighton Flexible Spending Account Plan Document, EBS-RMSCO as third Party Administrator, and payment of the administrative change fee to EBS-RMSCO:

a. Amend Section 3.1, Participation , Page 6, to add the following:

“permanent part-time employee of the Employer”

b. Amend Section 4.1, Contributions and Benefits, Page 6-7, to add the following:

“ A member of the Teamsters Local Union No. 118 who is eligible for, but declines and does not receive any of the Coverage indicated below, shall receive an additional cash compensation per payroll period”.

These amendments to our FSA Plan Document will incur a one-time cost of \$300.00

cc. Supervisor William Moehle
Suzanne Zaso
Tim Keef
Jerry LaVigne

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated June 5, 2012 from Director of Finance, Suzanne Zaso, regarding further donations totaling \$1,975.00 for the Veterans Memorial Fund, be received and filed, and be it further

RESOLVED, that the Town Board hereby gratefully accepts the additional donations totaling \$1,975.00 for the Veterans Memorial Fund.

Dated: June 13, 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, NY 14618

MEMORANDUM

TO: The Honorable Town Board
FROM: Suzanne Zaso, Director of Finance *SZ*
Date: June 5, 2012
Subject: Town of Brighton Veterans Memorial Fund Donations

It is with great pleasure that we request that Your Honorable Body authorize the acceptance of additional monetary donations received from generous area organizations and citizens, to the Town of Brighton for the Veterans Memorial Fund.

We have greatly appreciated the outpouring of community support and endorsement received for this project so far, and we sincerely hope that donations will continue.

The total additional amount of monies received is \$1,975 and have been deposited into Account Number TE 92.Vets. (Veterans Memorial Fund).

Thank you.

c.c. James R. Vogel
Town of Brighton Councilmember
Chairperson of Town of Brighton Veterans Committee

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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 4, 2012 from Town Engineer, Mike Guyon, P.E., regarding an easement agreement with Rochester Gas and Electric along the southwestern corner of the Town of Brighton Operations Center property located at 1941 Elmwood Avenue, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an easement agreement and related legal documents with Rochester Gas and Electric for an easement along the southwestern corner of the Town of Brighton Operations Center property located at 1941 Elmwood Avenue to allow for the extension of electrical service to the Daystar project, said easement agreement to be reviewed and approved by the Attorney to the Town.

Dated: June 13, 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

June 4, 2012

The Honorable Town of Brighton Town Board
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618

Re: Town of Brighton Operations Center
Rochester Gas and Electric Easement

Dear Supervisor Moehle and Town Board Members:

Rochester Gas and Electric Corporation is requesting an easement along the southwestern corner of the Town of Brighton Operations Center property, 1941 Elmwood Ave., to extend electrical service to the Daystar project. A map of the easement is attached for your reference. The easement configuration has been developed to ensure that the electrical service will not disturb additional trees on the Daystar property. This easement has been presented to the Public Works Committee for discussion and comment.

I am requesting that the Town Board authorize the Supervisor to endorse this easement and the corresponding TP 584 form once the easement language and mapping has been reviewed and approved by the Town Attorney and Town Engineer respectively.

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

Respectfully,

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

Cc: Tim Keef
Kenneth W Gordon



UTILITY EASEMENT

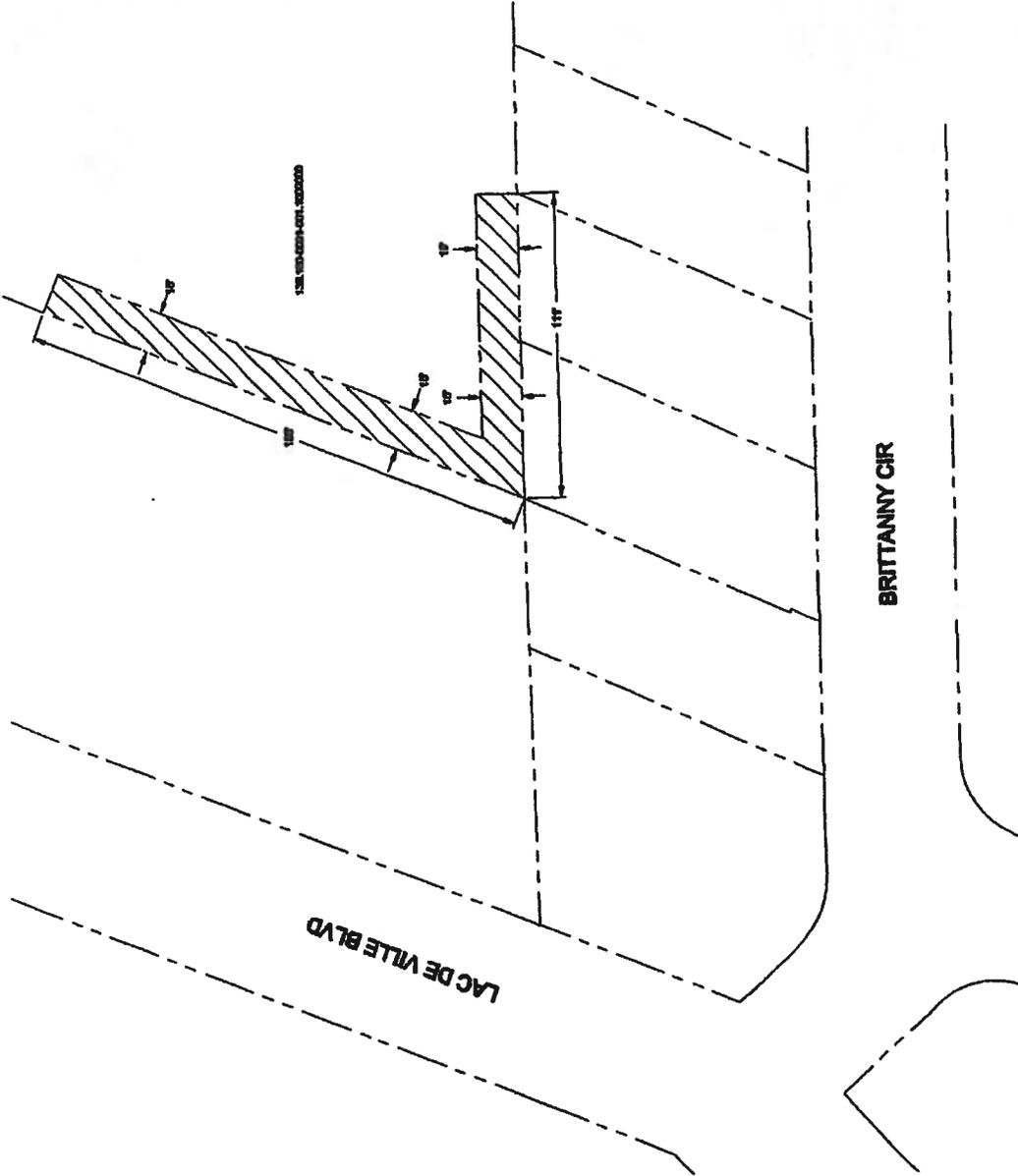
1941 ELMWOOD AVE

136.160-0001-001.1000000

TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK

GRANTED TO:

ROCHESTER GAS AND ELECTRIC CORPORATION



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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 5, 2012 from Town Planner, Ramsey Boehner, regarding review of the Monroe Avenue Green Innovation Grant Project under SEQR and the attached Negative Declaration regarding said project, be received and filed, and be it further

RESOLVED, that the Town Board hereby determines that Monroe Avenue Green Innovation Grant Project is an Unlisted Action pursuant to SEQR and hereby adopts the above referenced Negative Declaration regarding the environmental impacts of said project.

Dated: June 13, 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

June 5, 2012

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Brighton, NY 14618

Re: Negative Declaration Resolution
Monroe Avenue, GIGP Grant Project

Honorable Supervisor and Members:

It is recommended that your Honorable Body receive and file this letter and the attached negative declaration for the Monroe Avenue Green Innovation Grant Project. After considering the Code of the Town of Brighton, New York, Comprehensive Development Regulations Section 201-14. Adoption of list of additional Type I Actions. and 6NYCRR Part 617. State Environmental Quality Review, Section 617.4 Type I Actions and Section 617.5 Type II Actions, it has been determined that the project is an Unlisted Action. Based on documentation prepared by Town staff, it has also been determined that the project will not result in any adverse environmental impacts. It is also recommended that the Town Board adopt the negative declaration for the Monroe Avenue Green Innovation Grant Project.

The New York State Environmental Facilities Corp, EFC, administers the Green Innovation Grant Program, GIGP, and requires that the Town provide a resolution adopting a Negative Declaration for the project. The resolution must also state that it has been determined that the project is an Unlisted Action pursuant to SEQR. I am requesting that the Town Board adopt the appropriate Resolution as prepared by the Town Attorney.

Respectfully Submitted

Ramsey A. Boehner
Environmental Review Liaison Officer

cc: T. Keef
attachment



State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number: ER-3-12

Date: June 13, 2012

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Brighton Town Board, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Monroe Avenue Green Street Project

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: The Monroe Avenue Green Street Project will reconstruct road right-of-way on NYS Route 31, Monroe Avenue in the Town of Brighton with green infrastructure stormwater management practices and naturalize an adjacent channelized stream segment (Buckland Creek). Bioretention, porous sidewalks, stormwater street trees, and riparian buffers will be constructed to reduce stormwater pollution and protect water quality. A section of Buckland Creek will be restored as a community resource. The project will contribute to the implementation of the "Monroe Avenue Corridor Community Vision Plan (Vision Plan), and will revitalize the existing town center and demonstrate the effectiveness and feasibility of green infrastructure practices to the community. The project will be undertaken on approximately 4,500 feet of the 66' Monroe Avenue right-of-way between Elmwood Avenue and Westfall Road.

Location: Monroe Avenue right-of-way between Elmwood Avenue and Westfall Road

Reasons Supporting This Determination:

After considering the action contemplated and reviewing the Environmental Assessment Form prepared by the applicant (Part I) and Town Staff (Part II) and the Criteria for determining significance in the SEQR regulations (6 N.Y.C.R.R. Section 617.11), the Town of Brighton Town Board finds that the proposed action will not have a significant impact on the environment based on the following finding:

1. The requirements of the State Environmental Quality Review Law have been complied with.
2. Various stormwater quantity and quality improvements will be made within the Monroe Avenue street corridor, including replacement of paved "tree lawns" with bioretention tree lawns and

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 13th day of June, 2012.

PRESENT :

- WILLIAM W. MOEHLE**
Supervisor
- JAMES R. VOGEL
- LOUISE NOVROS
- JASON S. DIPONZIO
- CHRISTOPHER K. WERNER
Councilpersons

RESOLVED, that Peter DeBraal of 20 Pickford Drive, Rochester, NY 14618 is hereby appointed to the Architectural Review Board for a three-year term commencing immediately through December 31, 2014.

Dated: June 13, 2012

William W. Moehle, Supervisor	Voting	_____
James R. Vogel, Councilperson	Voting	_____
Louise Novros, Councilperson	Voting	_____
Jason S. DiPonzio, Councilperson	Voting	_____
Christopher K. Werner, 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 13th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated May 11, 2012 from Pat A. Inzer, Recording Secretary of the West Brighton Fire Department, Inc., regarding two new members of the West Brighton Fire Department, be received and filed, and be it further

RESOLVED, that the Town Board hereby accepts and approves the admission to membership of the West Brighton Fire Department of Alexandre Depaula, 338 Crittenden Way, Rochester, NY 14623 and Sukhpreet Singh, 1505 Brighton-Henrietta Townline Road, Rochester, NY 14623.

Dated: June 13, 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	_____

**WEST BRIGHTON FIRE DEPARTMENT, INC.
2695 West Henrietta Road, Rochester, New York 14623
(585) 424-1414**

May 11, 2012

Mr. Daniel Aman, Town Clerk
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Aman:

The West Brighton Fire Department, Inc. is pleased to announce that the following individuals were elected to Active Membership on May 7, 2012.

**Mr. Alexandre Depaula
338 Crittenden Way
Rochester, New York 14623**

**Mr. Sukhpreet Singh
1505 Brighton-Henrietta Townline Road
Rochester, New York 14623**

The Board of Directors of the West Brighton Fire Department, Inc. request the Honorable Town Board confirm these new firefighters at their May 23, 2012 meeting.

Thanking you in advance for your consideration on this matter.

Sincerely,

Pat A. Inzer, Recording Secretary
Board of Directors
West Brighton Fire Department, Inc.