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 27, 2012

PRESENT:
Supervisor William Moehle
Councilmember James Vogel
Councilmember Louise Novros
Councilmember Jason DiPonzio

Kenneth Gordon, Attorney for the Town
Daniel Aman, Town Clerk

EXECUTIVE SESSION:

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to go into executive session at 6:35PM to discuss employment of a particular person

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize the elimination of the Office Clerk III position from the table of organization for the Assessor's Office effective June 30, 2012 and also authorizes the addition of an "on-call" part-time Clerk II position in the table of organization for the Assessor's Office.

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. 1 attached

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

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

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MEETING CALLED TO ORDER AT 7:08PM:

OPEN FORUM;

Judy Schwartz
Marge Alaimo
Nancy Monetti

APPROVAL OF AGENDA:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to approve the agenda

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

May 23, 2012 Town Board Meeting

Motion by Councilmember James Vogel seconded by Jason DiPonzio to approve and file minutes from the Town Board Meeting held on May 23, 2012.

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Joy Collins, dated June 13, 2012, Sara Berger, dated June 17, 2012, Nancy Hargrave and Ross Giardino dated June 19, 2012, and Nicholas Gula, dated June 21, 2012 to Supervisor, Members of the Town Board and Parks and Recreation Committee members regarding Corbett's Glen and the budgeted amount needed to maintain the integrity of the grounds of all Brighton parks.

FROM Abby Hanson of Monroe County Parks to Daniel Aman dated June 18, 2012 expressing appreciation to the Town Clerk for hosting two Monroe County Dog Park registration sessions in the Brighton Town Clerk's office and the excellent service she received from Clerk staff members during the registration sessions.

FROM Judy Schwartz, dated June 27, 2012, expressing concern about proposed development by Costello & Sons at I-590 and Winton Rd intersection as well as a request for review of the repaving of Brighton High School parking lot project to incorporate "greener" plans.

FROM Nancy Moretti, dated June 27, 2012, expressing concern and requesting assistance from the Town regarding repeated aggressive behavior by an Abyssinian cat in the Clovercrest Dr/South Grosvenor Neighborhood.

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 – Next meeting Sept 26 at Brookside
Finance and Administrative Services – Next meeting July 2 at 3:30PM in Stage Conference Room
Public Safety Services – Next meeting July 10 at 8:00AM in Downstairs Conference Room
Public Works Services – Next meeting July 2 at 9:00AM in Downstairs Conference Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Supervisor read and approve the payment of claims as set forth in Exhibit No. 2 attached

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to execute easement agreements and Certificate of Exemption Forms (TP-584) for proposed Sanitary Sewer, Utility and Conservation Easements for the Emeritus at Brighton Landing project (see Resolution #1, letter dated June 18, 2012 from Michael Guyon, P.E. Town Engineer and copy of easement agreements).

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. 3 attached.

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file Draft Environmental Impact Review Statement from Costello and Sons, Inc. for the Clinton Crossing Corporate Center project formerly known as Senator Keating Blvd. Offices and authorize approval to refer to Town Public Works Committee for review (see Resolution #2, letter dated June 21, 2012 from Ramsey Boehner, Town Planner, copy of Draft Environmental Impact Statement and associated documentation).

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

UPON ROLL CALL VOTE

Councilmember Vogel	aye	
Councilmember Novros	nay	
Councilmember DiPonzio	aye	
Supervisor Moehle	aye	MOTION CARRIED

MATTER RE: Receive and file proposed amendments to the Code of the Town and authorize approval to refer matter to the Planning Board to provide an advisory report for proposed amendments (see Resolution #3 , letter dated June 15, 2012 from Ramsey Boehner, Environment Review Liaison Officer and proposed Town Code 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. 5 attached

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize approval to accept cash and in-kind donations from various sponsors for the Clean Sweep Community Program (see Resolution #4, Memorandum dated June 18, 2012 from Suzanne Zaso, Director of Finance and Councilmember Louise Novros, and accounting details).

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. 6 attached

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize budget appropriations in the amount of $2,500 from unreserved fund balance account at year-end 2011 to miscellaneous expense account in the 2012 Fire Marshal's budget (see Resolution #5 and memorandum dated June 18, 2012 from Suzanne Zaso, Director of Finance)

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. 7 attached

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize change in title under the Table of Organization for Information Systems from Part-Time Permanent Computer Technician to Seasonal Clerk III with no change in hourly rate of Group V Step 1 of the Part-Time Wage Schedule (see Resolution #7, and letter dated June 25, 2012 from Suzanne E. Zaso, Director of Finance)

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. 8 attached

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

The Supervisor made some preliminary comments relating to the upcoming budget process.

MATTERS OF THE TOWN CLERK:

The Clerk related that the recent Republican Primary required 78 election inspectors at 17 polling sites. He also thanked the election inspectors for another smoothly run election as well as the four coordinators, Jim, Monica, Dawn, and Bizza.

MEETING ADJOURNED:

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

UPON ROLL CALL VOTE MOTION UNANIMOUSLY CARRIED

CERTIFICATION:

I, Daniel Aman, 131 Elmore Road, Rochester, NY do hereby certify that the foregoing is a true and accurate record of the proceedings of the Town of Brighton, County of Monroe, State of New York meeting held on the 27th of June 2012 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

EXHIBIT NO. 1

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated June 12, 2012 from Town Assessor, Elaine K. Ainsworth, regarding staffing in the Assessor's office, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the elimination of the Office Clerk III position from the table of organization for the Assessor's Office effective June 30, 2012 and, be it further

RESOLVED, that the Town Board hereby authorizes the addition of an "on-call" part-time Clerk II position in the table of organization for the Assessor's Office.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, Councilperson	Voting	____
Jason S. DiPonzio, Councilperson	Voting	____

EXHIBIT NO. 2

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING June 27, 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	$ 220,917.94
D - HIGHWAY	203,714.57
H - CAPITAL	58,465.42
L - LIBRARY	57,202.15
SA - AMBULANCE DIST	1,832.50
SB - BUSINESS IMPROVM	597.50
SD - DRAINAGE DIST	1,330.00
SF - FIRE DIST	112,040.00
SK - SIDEWALK DIST	2,290.00
SL - LIGHTING DIST	5,047.50
SM - SNOW REMOVAL DST	2,615.00
SN-NEIGHBORHOOD DIST.	437.50
SP-PARKS DISTRICT	265.00
SR-REFUSE DISTRIICT	75,867.77
SS - SEWER DIST	41,311.15
SW - WATER DIST	1,360.00
TA - AGENCY TRUST	22,730.09
TOTAL	$ 808,024.09

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

EXHIBIT NO 3

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 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated June 18, 2012 from Town Engineer, Mike Guyon, P.E., regarding a certain easement agreements with Columbia Wegman/Brighton, LLC for property located on Westfall Road in the Town being part of the project known as the Emeritus at Brighton Landing, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign two sanitary sewer easement agreements, two conservation easement agreements and a utility easement agreement and related legal documents with Columbia Wegman/Brighton, LLC for property located on Westfall Road in the Town being part of the project known as the Emeritus at Brighton Landing, subject to review and approval of said easement agreements by the Attorney to the Town.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, 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 18, 2012

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

Re: The Farash Property
Emeritus at Brighton Landing
Proposed Easements

Dear Supervisor Moehle and Town Board Members:

The above referenced project includes five easement agreements between the owner and the Town of Brighton apart from those agreements referenced in the project's October 26, 2011 Town Board Resolution. These agreements include two sanitary sewer easements, a utility easement and two conservation easements. Copies of the easements are attached for your reference. Town staff has reviewed the easement maps and descriptions and find them acceptable. The easement language has been forwarded to the Town attorney for review.

I am requesting that the Town Board authorize the Supervisor to endorse these easements and the corresponding TP 584 forms once the easement language has been reviewed and approved by the Town Attorney.

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

SANITARY SEWER EASEMENT
(SSE-1)

THIS EASEMENT (this "Agreement") is made this _____ day of _____, 2012 by and between the TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618 ("Grantor"), and COLUMBIA/WEGMAN BRIGHTON LLC, a Delaware limited liability company with offices at 1910 Fairview Avenue East, Suite 500, Seattle, Washington 98102 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the fee simple interest in Lot 2 of the Emeritus at Brighton Landing development on Westfall Road in the Town of Brighton, County of Monroe and State of New York, being a portion of the property bearing a Tax Account ID of 136.16-2-29.2, and as shown on a subdivision plat titled "Subdivision Plan and Resubdivision of Lot 11 of the Avalon Park Sub., Sec. 1" which is filed in the Monroe County Clerk's Office in Book ____ of Maps page ____ (the "Grantor's Lands"); and

WHEREAS, the Grantor has agreed to grant to the Grantee an easement over a portion of the Grantor 's Lands as set forth herein; and

WHEREAS, Grantor and Grantee mutually desire to agree upon and set forth their respective rights and obligations with respect to such easement and are executing and delivering this Agreement for that purpose.

NOW THEREFORE, in consideration of the sum of One 00/100 Dollar ($1.00) and for other good and valuable consideration delivered by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Grantor hereby grants and releases to the Grantee, its successors or assigns, a permanent non-exclusive right of way, easement and privilege on, through, over and under that portion of Grantor's Lands more particularly described and shown on Schedule "A" attached hereto (the "Easement Area"), to be used for sanitary sewer purposes as specified herein, to have and to hold the Easement Area unto the Grantee, its successors or assigns, subject to the terms herein.

2. The perpetual non-exclusive easement granted hereunder is for the purpose of using, operating, installing, repairing, maintaining, replacing, connecting with and having access to underground sanitary sewer mains and\or sewer facilities of such sizes as from time to time may be determined by the Grantee, its successors or assigns, together with all necessary connections and other appurtenances for conveying and conducting through said pipes or mains; and the Grantee, its successors, assigns, agents and contractors, shall have the right to enter upon the Easement Area for the purposes aforesaid.

3. The Grantee does hereby agree to indemnify and hold harmless the Grantor, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement, except such damages as are due to the gross negligence of the Grantor, its agents, employees, grantees, successors or assigns. Conversely, the Grantor does hereby agree to indemnify and hold harmless the Grantee, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement, except

such damages as are due to the gross negligence of the Grantee, its agents, employees, grantees, successors or assigns.

4. The Grantor hereby reserves the right to pave, plant or maintain lawns, or other embellishments over underground sanitary sewer pipes and sewer facilities within the Easement Area, and when it is necessary for the Grantee, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground sanitary sewer mains, sewer facilities, connections or other appurtenances, they shall, and by acceptance of this Agreement, does agree to restore the Easement Area and Grantor's Lands, including but not limited to driveway, trees, shrubs, and utilities of the Grantor, to the same condition as before such work is or was done.

5. The Grantee, its successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the Easement Area which they determine are interfering with the operation or maintenance of the sanitary sewer system and sewer facilities or part thereof without liability to the Grantor.

6. The Grantee, 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 Grantee, 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 sanitary sewer system. Furthermore, it shall not be the duty of the Grantee, their successors, assigns, agents or contractors to perform routine property maintenance of the Easement Area or maintain said area in a fashion that would typically be performed by the Grantor in the normal course of the upkeep of the Grantor's Lands.

7. The Grantor reserves the full use and enjoyment of the Easement Area and the Grantor's Lands except for the purposes herein granted to the Grantee. The Grantor covenants that the Grantee shall quietly enjoy this easement and the Grantor warrant the title to same.

8. This Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page]

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: TOWN OF BRIGHTON

By: _____
Name: William W. Moehle
Its: Supervisor

SIGN HERE

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

NOTARIZE

GRANTEE: COLUMBIA/WEGMAN BRIGHTON LLC

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"

Proposed Description of
a Sanitary Sewer Easement (SSE-1)
to Emeritus at Brighton Landing
from the Town of Brighton
through Lot 2

ALL THAT TRACT OR PARCEL OF LAND containing 892 square feet more or less, situate in the Phelps and Gorham Purchase, Township 13, Range 7, Town Lot 38, Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled "Emeritus at Brighton Landing, Easement Plan (SSE-1)," prepared by BME Associates, having drawing number 2318-24, dated March 6, 2012, being more particularly bounded and described as follows:

Beginning at the intersection of the westerly boundary line of lands now or formerly of the Corporation of the Presiding Bishop (T.A. No. 136.20-02-21.1) with the northerly right-of-way line of Westfall Road (County Road 239) (66' Right-of-Way); thence

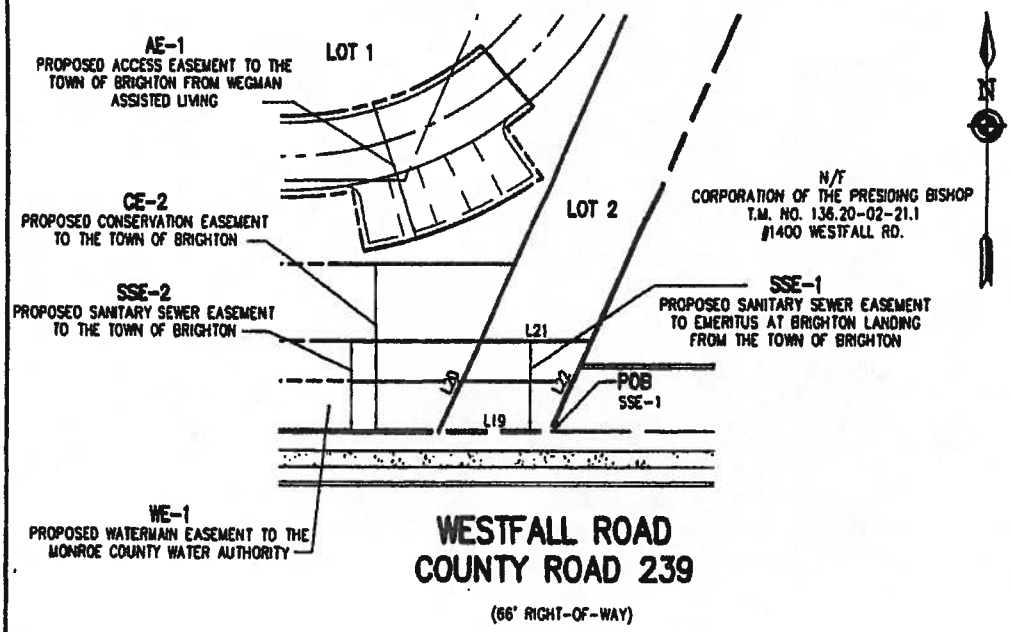
1. S 87°16'40" W, a distance of 32.86 feet to a point; thence

2. N 21°22'27" E, a distance of 29.61 feet to a point; thence

3. N 86°52'46" E, a distance of 32.97 feet to a point; thence

4. S 21°22'27" W, a distance of 29.86 feet to the Point of Beginning.

EASEMENT PLAN (SSE-1)



LINE TABLE		
LINE	BEARING	LENGTH
L19	S87°16'40"W	32.86
L20	N21°22'27"E	29.61
L21	N86°52'46"E	32.97
L22	S21°22'27"W	29.86

REFERENCES:

1. A PLAN ENTITLED "EMERITUS AT BRIGHTON LANDING, PRELIMINARY/FINAL, SITE PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 2318-01, LAST REVISED ON JANUARY 9, 2012.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOT 38

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL INKED 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
10 LIFT BRIDGE LANE EAST
FAIRPORT, NEW YORK 14450
PHONE 585-377-7360
FAX 585-377-7369

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BME Associates

EMERITUS AT BRIGHTON LANDING
TOWN OF BRIGHTON MONROE COUNTY NEW YORK

DRAWN BY: AJS
DATE: 3-06-12

SCALE: 1"=40'
DWG NO: 2318-24

SANITARY SEWER EASEMENT
(SSE-2)

THIS EASEMENT (this "Agreement") is made this _____ day of _____, 2012 by and between COLUMBIA/WEGMAN BRIGHTON LLC, a Delaware limited liability company with offices at 1910 Fairview Avenue East, Suite 500, Seattle, Washington 98102 ("Grantor"), and the TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the fee simple interest in Lot 1 of the Emeritus at Brighton Landing development on Westfall Road in the Town of Brighton, County of Monroe and State of New York, being a portion of the property bearing a Tax Account ID of 136.16-2-29.2, and as shown on a subdivision plat titled "Subdivision Plan and Resubdivision of Lot 11 of the Avalon Park Sub., Sec. 1" which is filed in the Monroe County Clerk's Office in Book ____ of Maps page ____ (the "Grantor's Lands"); and

WHEREAS, the Grantor has agreed to grant to the Grantee an easement over a portion of the Grantor 's Lands as set forth herein; and

WHEREAS, Grantor and Grantee mutually desire to agree upon and set forth their respective rights and obligations with respect to such easement and are executing and delivering this Agreement for that purpose.

NOW THEREFORE, in consideration of the sum of One 00/100 Dollar ($1.00) and for other good and valuable consideration delivered by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Grantor hereby grants and releases to the Grantee, its successors or assigns, a permanent non-exclusive right of way, easement and privilege on, through, over and under that portion of Grantor's Lands more particularly described and shown on Schedule "A" attached hereto (the "Easement Area"), to be used for sanitary sewer purposes as specified herein, to have and to hold the Easement Area unto the Grantee, its successors or assigns, subject to the terms herein.

2. The perpetual non-exclusive easement granted hereunder is for the purpose of using, operating, installing, repairing, maintaining, replacing, connecting with and having access to underground sanitary sewer mains and\or sewer facilities of such sizes as from time to time may be determined by the Grantee, its successors or assigns, together with all necessary connections and other appurtenances for conveying and conducting through said pipes or mains; and the Grantee, its successors, assigns, agents and contractors, shall have the right to enter upon the Easement Area for the purposes aforesaid.

3. The Grantee does hereby agree to indemnify and hold harmless the Grantor, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement, except such damages as are due to the gross negligence of the Grantor, its agents, employees, grantees, successors or assigns. Conversely, the Grantor does hereby agree to indemnify and hold harmless the Grantee, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement, except

such damages as are due to the gross negligence of the Grantee, its agents, employees, grantees, successors or assigns.

4. The Grantor hereby reserves the right to pave, plant or maintain lawns and driveways, or other embellishments over underground sanitary sewer pipes and sewer facilities within the Easement Area, and when it is necessary for the Grantee, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground sanitary sewer mains, sewer facilities, connections or other appurtenances, they shall, and by acceptance of this Agreement, does agree to restore the Easement Area and Grantor's Lands, including but not limited to driveway, trees, shrubs, and utilities of the Grantor, to the same condition as before such work is or was done.

5. The Grantee, its successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the Easement Area which they determine are interfering with the operation or maintenance of the sanitary sewer system and sewer facilities or part thereof without liability to the Grantor.

6. The Grantee shall use commercially reasonable efforts in the exercise of the rights granted under this Agreement to avoid interference with the Grantor's business operations on and access to Grantor's Lands. The Grantee shall not block or interfere with access to Grantor's Lands.

7. The Grantee, 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 Grantee, 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 sanitary sewer system. Furthermore, it shall not be the duty of the Grantee, their successors, assigns, agents or contractors to perform routine property maintenance of the Easement Area or maintain said area in a fashion that would typically be performed by the Grantor in the normal course of the upkeep of the Grantor's Lands.

8. The Grantor reserves the full use and enjoyment of the Easement Area and the Grantor's Lands except for the purposes herein granted to the Grantee. The Grantor covenants that the Grantee shall quietly enjoy this easement and the Grantor warrant the title to same.

9. This Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page]

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: COLUMBIA/WEGMAN BRIGHTON LLC

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

GRANTEE: TOWN OF BRIGHTON

By: _____
Name: William W Moehle
Its: Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"

Proposed Description of
a Sanitary Sewer Easement (SSE-2)
to the Town of Brighton
through Lot 1

ALL THAT TRACT OR PARCEL OF LAND containing 16,199 square feet more or less, situate in the Phelps and Gorham Purchase, Township 13, Range 7, Town Lot 38, Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled "Emeritus at Brighton Landing, Easement Plan (SSE-2, WE-1)," prepared by BME Associates, having drawing number 2318-25, dated March 06, 2012, being more particularly bounded and described as follows:

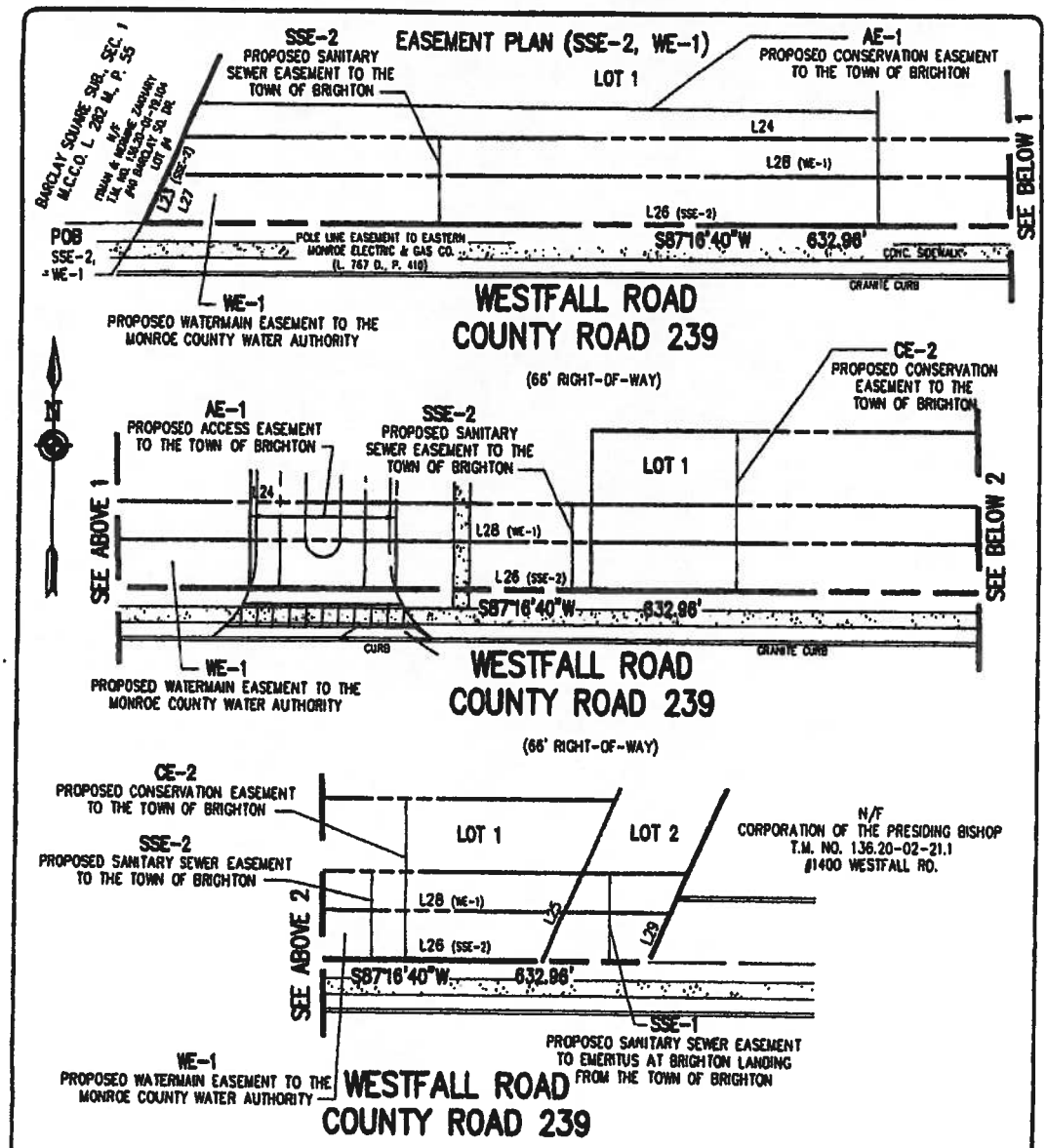
Beginning at the intersection of the northerly right-of-way line of Westfall Road (County Road 239) (66' Right-of-Way) with the easterly boundary line of lands now or formerly of Iyman & Nermine Zakhary (T.A. No. 136.20-01-19.104), being Lot 4 of the Barclay Square Subdivision, Section 1, as filed at the Monroe County Clerk's Office in Liber 282 of Maps, Page 55; thence

1. N 21°49'23" E, a distance of 29.68 feet to a point; thence

2. N 87°16'40" E, a distance of 599.84 feet to a point; thence

3. S 21°22'27" W, a distance of 29.58 feet to a point; thence

4. S 87°16'40" W, a distance of 600.10 feet to the Point of Beginning.



LINE TABLE		
LINE	BEARING	LENGTH
L23 (SSE-2)	N21°49'23"E	29.68
L24	N87°16'40"E	599.84
L25	S21°22'27"W	29.58
L26	S87°16'40"W	600.10
L27 (WE-1)	N21°49'23"E	16.49
L28	N87°16'40"E	632.82
L29	S21°22'27"W	16.43

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

REFERENCES:

1. A PLAN ENTITLED "EMERITUS AT BRIGHTON LANDING, PRELIMINARY/FINAL SITE PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 2318-01, LAST REVISED ON JANUARY 9, 2012.

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOT 38

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FAX 585-377-7309

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BME Associates

EMERITUS AT BRIGHTON LANDING
TOWN OF BRIGHTON MONROE COUNTY NEW YORK

DRAWN BY: AJS
DATE: 3-08-12

SCALE: 1"=40'
DWG NO: 2318-25

STATE OF NEW YORK
049940
LICENSED LAND SURVEYOR

UTILITY EASEMENT
(UE-1)

THIS EASEMENT (this "Agreement") is made this _____ day of _____, 2012 by and between the TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618 ("Grantor"), and COLUMBIA/WEGMAN BRIGHTON LLC, a Delaware limited liability company with offices at 1910 Fairview Avenue East, Suite 500, Seattle, Washington 98102 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the fee simple interest in Lot 2 of the Emeritus at Brighton Landing development on Westfall Road in the Town of Brighton, County of Monroe and State of New York, being a portion of the property bearing a Tax Account ID of 136.16-2-29.2, and as shown on a subdivision plat titled "Subdivision Plan and Resubdivision of Lot 11 of the Avalon Park Sub., Sec. 1" which is filed in the Monroe County Clerk's Office in Book ____ of Maps page ____ (the "Grantor's Lands"); and

WHEREAS, the Grantor has agreed to grant to the Grantee an easement over a portion of the Grantor 's Lands as set forth herein; and

WHEREAS, Grantor and Grantee mutually desire to agree upon and set forth their respective rights and obligations with respect to such easement and are executing and delivering this Agreement for that purpose.

NOW THEREFORE, in consideration of the sum of One 00/100 Dollar ($1.00) and for other good and valuable consideration delivered by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Grantor hereby grants and releases to the Grantee, its successors or assigns, a permanent non-exclusive right of way, easement and privilege on, through, over and under that portion of Grantor's Lands more particularly described and shown on Schedule "A" attached hereto (the "Easement Area"), to be used for utility purposes as specified herein, to have and to hold the Easement Area unto the Grantee, its successors or assigns, subject to the terms herein.

2. The perpetual non-exclusive easement granted hereunder is for the purpose of using, operating, installing, repairing, maintaining, replacing, connecting with and having access to utility facilities, including, without limitation, all pipes, mains, conduits, lines, wires and related appurtenances, equipment, devices, facilities and improvements, of such sizes as from time to time may be determined by the Grantee, its successors or assigns, together with all necessary connections and other appurtenances deemed necessary by the Grantee; and the Grantee, its successors, assigns, agents and contractors, shall have the right to enter upon the Easement Area for the purposes aforesaid.

3. The Grantee does hereby agree to indemnify and hold harmless the Grantor, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement, except such damages as are due to the gross negligence of the Grantor, its agents, employees, grantees, successors or assigns. Conversely, the Grantor does hereby agree to indemnify and hold harmless the Grantee, its agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this Agreement, except

such damages as are due to the gross negligence of the Grantee, its agents, employees, grantees, successors or assigns.

4. The Grantor hereby reserves the right to pave, plant or maintain lawns, or other embellishments over underground utility facilities within the Easement Area, and when it is necessary for the Grantee, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground utility facilities, connections or other appurtenances, they shall, and by acceptance of this Agreement, does agree to restore the Easement Area and Grantor's Lands, including but not limited to driveway, trees, shrubs, and utilities of the Grantor, to the same condition as before such work is or was done.

5. The Grantee, its successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the Easement Area which they determine are interfering with the operation or maintenance of the utility facilities or part thereof without liability to the Grantor.

6. The Grantee, 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 Grantee, 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 utility facilities. Furthermore, it shall not be the duty of the Grantee, their successors, assigns, agents or contractors to perform routine property maintenance of the Easement Area or maintain said area in a fashion that would typically be performed by the Grantor in the normal course of the upkeep of the Grantor's Lands.

7. The Grantor reserves the full use and enjoyment of the Easement Area and the Grantor's Lands except for the purposes herein granted to the Grantee. The Grantor covenants that the Grantee shall quietly enjoy this easement and the Grantor warrant the title to same.

8. This Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, forever.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page]

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: TOWN OF BRIGHTON

By: _____
Name: William W Moehle
Its: Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

NOTARIZE

GRANTEE: COLUMBIA/WEGMAN BRIGHTON LLC

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"

Proposed Description of
a Utility Easement (UE-1)
to Wegman Companies, Inc.
through Lot 2

ALL THAT TRACT OR PARCEL OF LAND containing 5,177 square feet more or less, situate in the Phelps and Gorham Purchase, Township 13, Range 7, Town Lot 38, Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled "Emeritus at Brighton Landing, Easement Plan (UE-1)," prepared by BME Associates, having drawing numbers 2318-27, dated May 8, 2012, being more particularly bounded and described as follows:

Commencing at the intersection of the easterly boundary line of lands now or formerly of the Town of Brighton with the northerly boundary line of Lot 1; thence

A. S 68°09'38" E, along said northerly boundary line, a distance of 43.75 feet to the Point of Beginning; thence

1. N 01°16'05" W, a distance of 111.56 feet to a point on the aforementioned easterly boundary line of the Town of Brighton; thence

2. N 21°49'23" E, along said easterly boundary line, a distance of 89.46 feet to a point; thence

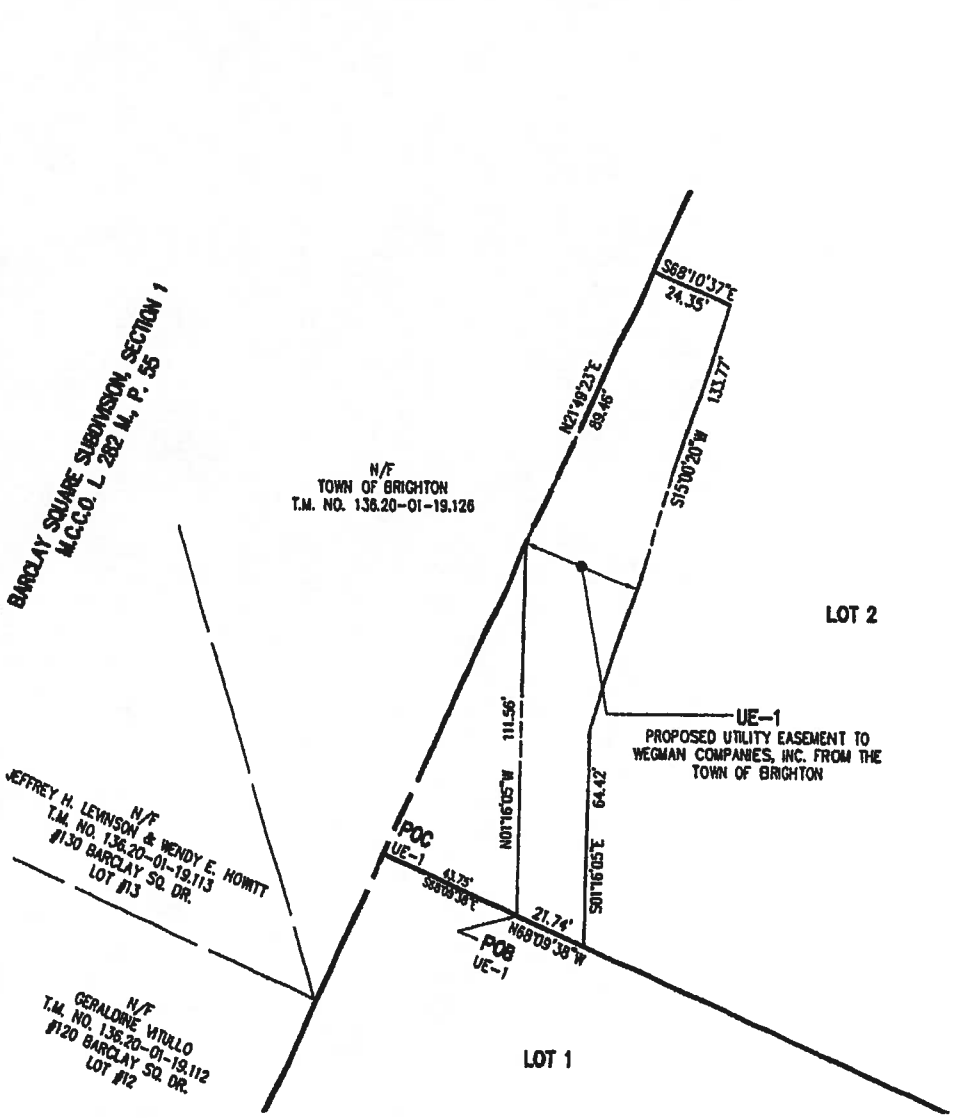
3. S 68°10'37" E, a distance of 24.35 feet to a point; thence

4. S 15°00'20" W, a distance of 133.77 feet to a point; thence

5. S 01°16'05" E, a distance of 64.42 feet to a point on the aforementioned northerly boundary line of Lot 1; thence

6. N 68°09'38" W, along said northerly boundary line, a distance of 21.74 feet to the Point of Beginning.

EASEMENT PLAN (UE-1)



GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

REFERENCES:

1. A PLAN ENTITLED "EMERITUS AT BRIGHTON LANDING, PRELIMINARY/FINAL, SITE PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 2318-01, LAST REVISED ON JANUARY 9, 2012.

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOT 38

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BME ASSOCIATES
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FAIRPORT, NEW YORK 14450
PHONE 585-377-7360
FAX 585-377-7309

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EMERITUS AT BRIGHTON LANDING
TOWN OF BRIGHTON MONROE COUNTY NEW YORK

DRAWN BY: AJS
DATE: 5-08-12

SCALE: 1"=40'
DWG NO: 2318-27

STATE OF NEW YORK
DAVID N. FACHARIAS
049940
LICENSED LAND SURVEYOR

CONSERVATION EASEMENT
(CE-1)

THIS EASEMENT (this "Agreement") is made this 27th day of June, 2012 by and between COLUMBIA/WEGMAN BRIGHTON LLC, a Delaware limited liability company with offices at 1910 Fairview Avenue East, Suite 500, Seattle, Washington 98102 ("Grantor"), and the TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the fee simple interest in Lot 1 of the Emeritus at Brighton Landing development on Westfall Road in the Town of Brighton, County of Monroe and State of New York, being a portion of the property bearing a Tax Account ID of 136.16-2-29.2, and as shown on a subdivision plat titled "Subdivision Plan and Resubdivision of Lot 11 of the Avalon Park Sub., Sec. 1" which is filed in the Monroe County Clerk's Office in Book ____ of Maps page ____ (the "Grantor's Lands"); and

WHEREAS, the Grantor and the Grantee desire to preserve and generally conserve the vegetation, screening and other natural and scenic resources located on the Grantor's Lands by establishing an easement as described herein; and

WHEREAS, Grantor and Grantee mutually desire to agree upon and set forth their respective rights and obligations with respect to such easement and are executing and delivering this Agreement for that purpose.

NOW THEREFORE, in consideration of the sum of One 00/100 Dollar ($1.00) and for other good and valuable consideration delivered by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Grantor hereby grants and releases to the Grantee, its successors or assigns, a non-exclusive conservation easement pursuant to Environmental Conservation Law §49-0301 et. seq. over and with respect to that portion of Grantor's Lands more particularly described and shown on Schedule "A" attached hereto (the "Easement Area"), for the benefit of the Grantee, reserving to the Grantor, its successors and assigns, the full right of use and occupancy of the Easement Area subject only to the conditions, covenants and agreements hereinafter set forth, which shall constitute a servitude upon and with respect to the Grantor's Lands.

2. Except as hereinafter set forth, the Easement Area will forever be kept open and free of all structures, be they temporary or permanent in nature.

3. Except as set forth herein or unless due to causes beyond the Grantor's control (such as fire, flood or storm), the natural resources of the Easement Area shall remain undisturbed other than as indicated in the final site plan approval by the Planning Board of the Grantee of Brighton ("Final Site Plan") and to this end no top soil, sand, gravel, rock or minerals shall be removed therefrom, no fill shall be placed thereon, no trees, plants or vegetation shall be destroyed or removed and nothing shall be permitted to occur on the Easement Area other than in accordance with the Final Site Plan or with the approval of the Grantee.

4. Notwithstanding any other provision contained herein, the Grantor reserves the right

within the Easement Area to landscape and maintain the same including but not limited to the mowing of any grass or pruning of trees in order to preserve and protect the Easement Area. The Grantor further reserves to itself the right to the exclusive use of the Easement Area for the benefit of itself, its lessees, successors, and/or assigns, insofar as such use is not inconsistent with the covenants and agreements hereinabove set forth. The Grantor further reserves to itself, and to its lessees, successors, and/or assigns, all rights accruing from its ownership of the Grantor's Lands that are not prohibited herein and are not inconsistent with the purposes of this Agreement, and the right to sell all or part of the Easement Area, subject to the terms of this Agreement.

5. In addition, the Grantor reserves the right to install, maintain and replace such improvements in, over and under the Easement Area as shown on or required by the Final Site Plan including any necessary or required roadways, utilities or easements. In addition, the Grantor reserves the right, to pass over and park upon the Easement Area as reasonably necessary in connection with the development of the Grantor's Lands by the Grantor.

6. To accomplish the purpose of this Agreement the following rights are exclusively conveyed to the Grantee by this Agreement:

a. To enforce the covenants of the Grantor set forth herein;

b. To enter upon the Easement Area at reasonable times in order to monitor the Grantor's compliance with and otherwise enforce the terms of this Agreement, provided the Grantee shall not otherwise unreasonably interfere with the Grantor's use and enjoyment of the Easement Area or that of its lessees, successors and/or assigns; and

c. To prevent any activity on or use the Easement Area that is inconsistent with the covenants of this Agreement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use by the Grantor of the Easement Area.

7. If the Easement Area shall be acquired by the Grantee or by any municipality or state or governmental body or other entities with the powers of condemnation pursuant to a condemnation proceeding or deed in lieu thereof, then the easement hereby granted shall terminate and all rights and interest in the Easement Area hereby granted shall revert to the Grantor, its representatives, successors or assigns, so that as of the time of such condemnation the Easement Area shall not be subject to the limitation of this Agreement and all of the proceeds of such condemnation shall inure to the benefit of the Grantor, its representatives, successors or assigns.

8. The Grantee hereby accepts the foregoing grant of easement and the parties hereto agree that the covenants, agreements, conditions and restrictions hereinabove set forth shall in all respects be binding upon the parties hereto, their representatives, successors and assigns. The Grantee shall not transfer or assign this easement unless the Grantee, as a condition of said transfer, requires that the conservation purposes set forth herein be carried out by the grantee.

9. This Agreement may be amended, modified or terminated only by an agreement, in writing, between the Grantor and the Grantee, pursuant to a resolution of the Grantee's Board enacted after a duly noticed public hearing thereon, or through a proceeding commenced pursuant to §1951 of the Real Property Actions and Proceedings Law.

10. The obligations imposed by this Agreement shall be effective in perpetuity and shall be deemed to run as a binding servitude of the Grantor's Lands. This Agreement shall extend to and be binding upon the Grantor and the Grantee, their respective successors and assigns in interest.

11. This Agreement represents a donation of a "qualified real property interest" as said term is defined in Section 170(h)(2) of the Internal Revenue Code, which is exclusively for conservation purposes. The Grantee represents that it is a "qualified organization" as said term is defined in Section 170(h)(3) of the Internal Revenue Code. The Grantee agrees to reasonably cooperate with the Grantor to enable the Grantor to be able to obtain a deduction on its federal and state income tax returns for a "qualified conservation contribution" as said term is defined in Section 170(h)(1) of the Internal Revenue Code and to execute such documents as reasonably required for said purpose including, but not limited to, Form 8283 entitled "Noncash Charitable Contribution".

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page]

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

GRANTOR: COLUMBIA/WEGMAN BRIGHTON LLC

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

GRANTEE: TOWN OF BRIGHTON

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"

Proposed Description of
a Conservation Easement (CE-1)
to the Town of Brighton
through Lot 1

ALL THAT TRACT OR PARCEL OF LAND containing 42,012 square feet more or less, situate in the Phelps and Gorham Purchase, Township 13, Range 7, Town Lot 38, Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled "Emeritus at Brighton Landing, Easement Plan (CE-1)," prepared by BME Associates, having drawing number 2318-20, dated March 06, 2012, being more particularly bounded and described as follows:

Beginning at the intersection of the northerly right-of-way line of Westfall Road (County Road 239) (66' Right-of-Way) with the easterly boundary line of lands now or formerly of Iyman & Nermine Zakhary (T.A. No. 136.20-01-19.104); thence

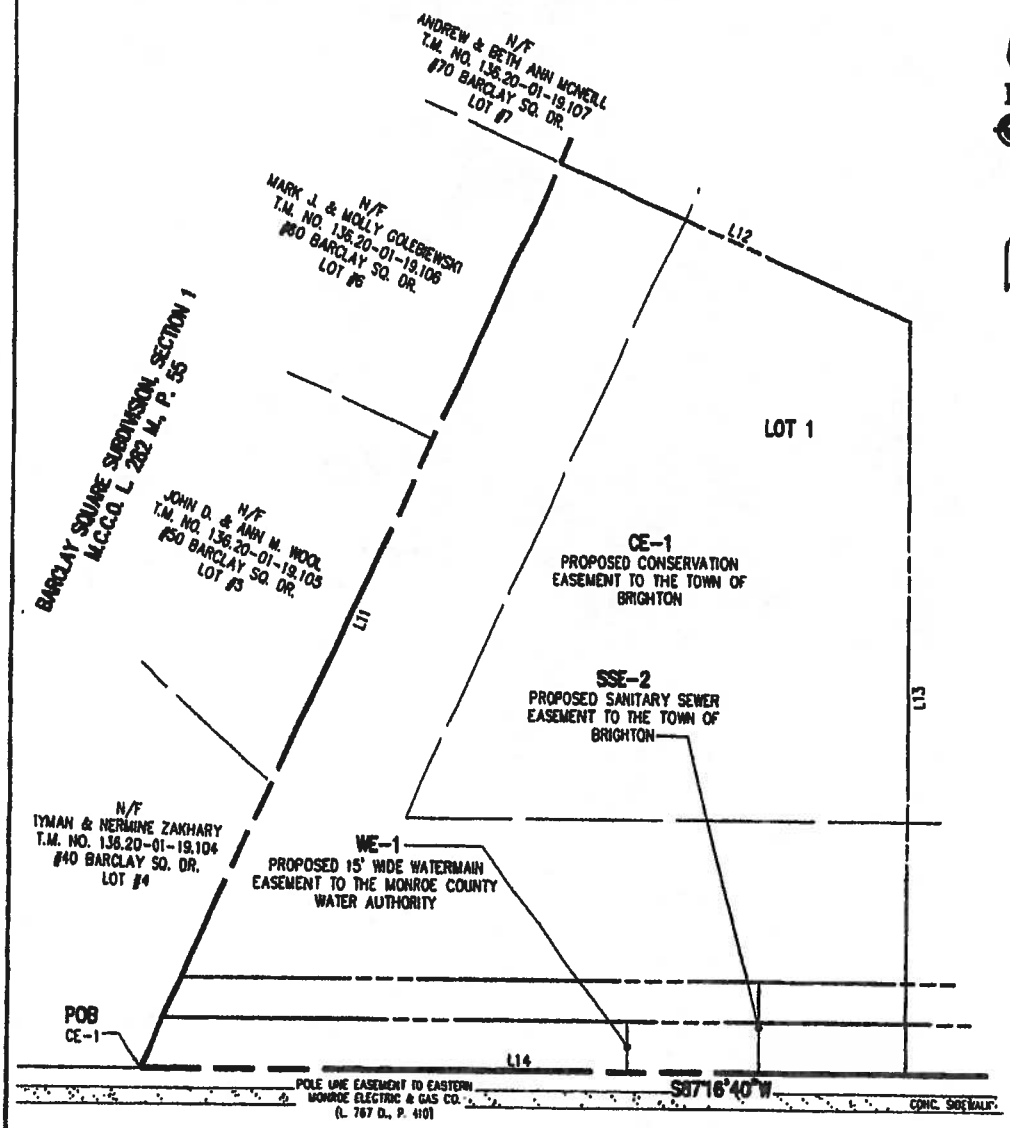
1. N 21°49'23" E, a distance of 297.73 feet to a point; thence

2. S 68°06'26" E, a distance of 112.30 feet to a point; thence

3. S 02°43'20" E, a distance of 224.05 feet to a point; thence

4. S 87°16'40" W, a distance of 225.78 feet to the Point of Beginning.

EASEMENT PLAN (CE-1)



WESTFALL ROAD
COUNTY ROAD 239

(66' RIGHT-OF-WAY)

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L11	N21°49'23"E	297.73
L12	S68°06'26"E	112.30
L13	S02°43'20"E	224.05
L14	S87°16'40"W	225.78

REFERENCES:

1. A PLAN ENTITLED "EMERITUS AT BRIGHTON LANDING, PRELIMINARY/FINAL, SITE PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 2318-01, LAST REVISED ON JANUARY 9, 2012.

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOT 38

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PHONE 585-377-7360
FAX 585-377-7369

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EMERITUS AT BRIGHTON LANDING
TOWN OF BRIGHTON MONROE COUNTY NEW YORK

DRAWN BY: AJS
DATE: 3-06-12

SCALE: 1"=40'
DWG NO: 2318-20

STATE OF NEW YORK
DAVID N. ZACHARIAS
049940
LICENSED LAND SURVEYOR

CONSERVATION EASEMENT
(CE-2)

THIS EASEMENT (this "Agreement") is made this _____ day of _____, 2012 by and between COLUMBIA/WEGMAN BRIGHTON LLC, a Delaware limited liability company with offices at 1910 Fairview Avenue East, Suite 500, Seattle, Washington 98102 ("Grantor"), and the TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the fee simple interest in Lot 1 of the Emeritus at Brighton Landing development on Westfall Road in the Town of Brighton, County of Monroe and State of New York, being a portion of the property bearing a Tax Account ID of 136.16-2-29.2, and as shown on a subdivision plat titled "Subdivision Plan and Resubdivision of Lot 11 of the Avalon Park Sub., Sec. 1" which is filed in the Monroe County Clerk's Office in Book ____ of Maps page ____ (the "Grantor's Lands"); and

WHEREAS, the Grantor and the Grantee desire to preserve and generally conserve the vegetation, screening and other natural and scenic resources located on the Grantor's Lands by establishing an easement as described herein; and

WHEREAS, Grantor and Grantee mutually desire to agree upon and set forth their respective rights and obligations with respect to such easement and are executing and delivering this Agreement for that purpose.

NOW THEREFORE, in consideration of the sum of One 00/100 Dollar ($1.00) and for other good and valuable consideration delivered by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Grantor hereby grants and releases to the Grantee, its successors or assigns, a non-exclusive conservation easement pursuant to Environmental Conservation Law §49-0301 et. seq. over and with respect to that portion of Grantor's Lands more particularly described and shown on Schedule "A" attached hereto (the "Easement Area"), for the benefit of the Grantee, reserving to the Grantor, its successors and assigns, the full right of use and occupancy of the Easement Area subject only to the conditions, covenants and agreements hereinafter set forth, which shall constitute a servitude upon and with respect to the Grantor's Lands.

2. Except as hereinafter set forth, the Easement Area will forever be kept open and free of all structures, be they temporary or permanent in nature.

3. Except as set forth herein or unless due to causes beyond the Grantor's control (such as fire, flood or storm), the natural resources of the Easement Area shall remain undisturbed other than as indicated in the final site plan approval by the Planning Board of the Grantee of Brighton ("Final Site Plan") and to this end no top soil, sand, gravel, rock or minerals shall be removed therefrom, no fill shall be placed thereon, no trees, plants or vegetation shall be destroyed or removed and nothing shall be permitted to occur on the Easement Area other than in accordance with the Final Site Plan or with the approval of the Grantee.

4. Notwithstanding any other provision contained herein, the Grantor reserves the right

within the Easement Area to landscape and maintain the same including but not limited to the mowing of any grass or pruning of trees in order to preserve and protect the Easement Area. The Grantor further reserves to itself the right to the exclusive use of the Easement Area for the benefit of itself, its lessees, successors, and/or assigns, insofar as such use is not inconsistent with the covenants and agreements hereinabove set forth. The Grantor further reserves to itself, and to its lessees, successors, and/or assigns, all rights accruing from its ownership of the Grantor's Lands that are not prohibited herein and are not inconsistent with the purposes of this Agreement, and the right to sell all or part of the Easement Area, subject to the terms of this Agreement.

5. In addition, the Grantor reserves the right to install, maintain and replace such improvements in, over and under the Easement Area as shown on or required by the Final Site Plan including any necessary or required roadways, utilities or easements. In addition, the Grantor reserves the right, to pass over and park upon the Easement Area as reasonably necessary in connection with the development of the Grantor's Lands by the Grantor.

6. To accomplish the purpose of this Agreement the following rights are exclusively conveyed to the Grantee by this Agreement:

a. To enforce the covenants of the Grantor set forth herein;

b. To enter upon the Easement Area at reasonable times in order to monitor the Grantor's compliance with and otherwise enforce the terms of this Agreement, provided the Grantee shall not otherwise unreasonably interfere with the Grantor's use and enjoyment of the Easement Area or that of its lessees, successors and/or assigns; and

c. To prevent any activity on or use the Easement Area that is inconsistent with the covenants of this Agreement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use by the Grantor of the Easement Area.

7. If the Easement Area shall be acquired by the Grantee or by any municipality or state or governmental body or other entities with the powers of condemnation pursuant to a condemnation proceeding or deed in lieu thereof, then the easement hereby granted shall terminate and all rights and interest in the Easement Area hereby granted shall revert to the Grantor, its representatives, successors or assigns, so that as of the time of such condemnation the Easement Area shall not be subject to the limitation of this Agreement and all of the proceeds of such condemnation shall inure to the benefit of the Grantor, its representatives, successors or assigns.

8. The Grantee hereby accepts the foregoing grant of easement and the parties hereto agree that the covenants, agreements, conditions and restrictions hereinabove set forth shall in all respects be binding upon the parties hereto, their representatives, successors and assigns. The Grantee shall not transfer or assign this easement unless the Grantee, as a condition of said transfer, requires that the conservation purposes set forth herein be carried out by the grantee.

9. This Agreement may be amended, modified or terminated only by an agreement, in writing, between the Grantor and the Grantee, pursuant to a resolution of the Grantee's Board enacted after a duly noticed public hearing thereon, or through a proceeding commenced pursuant to §1951 of the Real Property Actions and Proceedings Law.

10. The obligations imposed by this Agreement shall be effective in perpetuity and shall be deemed to run as a binding servitude of the Grantor's Lands. This Agreement shall extend to and be binding upon the Grantor and the Grantee, their respective successors and assigns in interest.

11. This Agreement represents a donation of a "qualified real property interest" as said term is defined in Section 170(h)(2) of the Internal Revenue Code, which is exclusively for conservation purposes. The Grantee represents that it is a "qualified organization" as said term is defined in Section 170(h)(3) of the Internal Revenue Code. The Grantee agrees to reasonably cooperate with the Grantor to enable the Grantor to be able to obtain a deduction on its federal and state income tax returns for a "qualified conservation contribution" as said term is defined in Section 170(h)(1) of the Internal Revenue Code and to execute such documents as reasonably required for said purpose including, but not limited to, Form 8283 entitled "Noncash Charitable Contribution".

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the following page]

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

GRANTOR: COLUMBIA/WEGMAN BRIGHTON LLC

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

GRANTEE: TOWN OF BRIGHTON

By: _____
Name: William W. Moehle
Its: Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"

Proposed Description of
a Conservation Easement (CE-2)
to the Town of Brighton
through Lot 1

ALL THAT TRACT OR PARCEL OF LAND containing 9,931 square feet more or less, situate in the Phelps and Gorham Purchase, Township 13, Range 7, Town Lot 38, Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled "Emeritus at Brighton Landing, Easement Plan (CE-2)," prepared by BME Associates, having drawing number 2318-21, dated March 6, 2012, being more particularly bounded and described as follows:

Beginning at the intersection of the westerly boundary line of Lot 2 with the northerly right-of-way line of Westfall Road (County Road 239) (66' Right-of-Way); thence

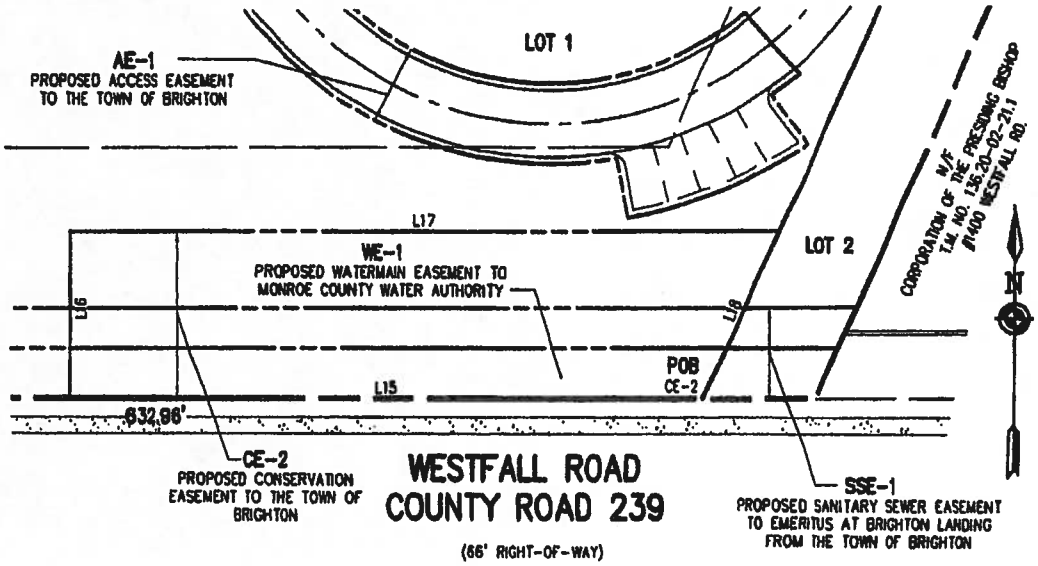
1. S 87°16'40" W, a distance of 187.46 feet to a point; thence

2. N 02°23'57" W, a distance of 50.06 feet to a point; thence

3. N 87°17'40" E, a distance of 209.54 feet to a point; thence

4. S 21°22'27" W, a distance of 54.77 feet to the Point of Beginning.

EASEMENT PLAN (CE-2)



LINE TABLE		
LINE	BEARING	LENGTH
L15	S87°16'40"W	187.46
L16	N02°23'57"W	50.06
L17	N87°17'40"E	209.54
L18	S21°22'27"W	54.77

REFERENCES:

1. A PLAN ENTITLED "EMERITUS AT BRIGHTON LANDING, PRELIMINARY/FINAL, SITE PLAN," PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 2318-01, LAST REVISED ON JANUARY 9, 2012.

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

PHELPS & GORHAM PURCHASE, TOWNSHIP 13, RANGE 7, TOWN LOT 38

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL INKED 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
18 LIFT BRIDGE LANE EAST
FAIRPORT, NEW YORK 14450
PHONE 585-377-7360
FAX 585-377-7369

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BME Associates

EMERITUS AT BRIGHTON LANDING
TOWN OF BRIGHTON MONROE COUNTY NEW YORK

DRAWN BY: AJS
DATE: 3-06-12

SCALE: 1"=40'
DWG NO: 2318-21

STATE OF NEW YORK
DAVID N. ZAGHARIAS
049940
LICENSED LAND SURVEYOR

EXHIBIT NO. 4

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 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated June 21, 2012 from Town Planner, Ramsey Boehner, acting as Environmental Review Liason Officer, regarding the Draft Environmental Impact Statement from Costello and Sons, Inc. for the project known as the Clinton Crossing Corporate Center f/k/a Senator Keating Boulevard Offices and the attachments thereto, be received and filed, and be it further

RESOLVED, that the Town Board hereby receives and files the Draft Environmental Impact Statement from Costello and Sons, Inc. dated May 30, 2012 for the project known as the Clinton Crossing Corporate Center f/k/a Senator Keating Boulevard Offices, and refers the document to the Public Works Committee for review and comment.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, Councilperson	Voting	____
Jason S. DiPonzio, Councilperson	Voting	____

TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

June 21, 2012

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

Re: Proposed Incentive and Rezoning for Clinton Crossing Corporate Center formerly known as Senator Keating Boulevard Offices Draft Environmental Impact Statement

Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this letter, the letter form Jerry Goldman, dated June 15, 2012, and the Draft Environmental Impact Statement for Clinton Crossing Corporate Center formerly known as Senator Keating Boulevard Offices dated May 30, 2012. I also recommend that the Town Board refer the Draft Environmental Impact Statement to the Public Works Committee for review.

Respectfully Submitted

Ramsey A. Boehner
Environmental Review Liaison Officer

cc: T. Keef
attachments

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

Fix Spindelman Brovitz & Goldman

A PROFESSIONAL CORPORATION • ATTORNEYS AT LAW

Please Reply to
Jerry A. Goldman, Esq.
Principal
E-mail: jgoldman@fixspin.com
Web Address: www.fixspin.com

295 Woodcliff Drive
Suite 200
Fairport, New York 14450
Telephone: (585) 641-8000
Fax: (585) 641-2701

June 15, 2012

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

Re: Clinton Crossings Corporate Center
Draft Environmental Impact Statement

Dear Board Members:

This office represents Anthony J. Costello & Son Development, the developer of the proposed Clinton Crossings Corporate Center, a mixed use commercial development composed primarily of offices with a supporting lifestyle center (proposed hotel, restaurants and small scale retail). The incentive zoning process was commenced in 2007 and has proceeded through the early application stages.

In furtherance of the application process, the Town of Brighton reviewed the application pursuant to the requirements of the State Environmental Quality Review Act. The Town Board made a determination of significance that the project would require the preparation of an environmental impact statement.

After review by the Town's consultants and Town Staff, letters were generated by Stantec Consulting and Ramsey Boehner to the Town Board indicating that the DEIS was complete and adequate for public review. Copies of those letters are attached.

When the matter came before the Town Board in July of 2010, one Town Board Member objected to the inclusion of content in the DEIS related to a possible performing arts center/Rochester Broadway Theater League facility on the site. As a result of comments received from that Town Board Member, the DEIS was amended to delete all references to the performing arts center/RBTL facility. Resubmission of the document occurred in September of 2010. A copy of the transmittal letter is also attached.

During the pendency of this project, it was decided that one of the sitting Town Board members had a conflict of interest and could not vote on the matter. The matter has not reappeared on the Town Board agenda for acceptance of the DEIS since that time. The project sponsor wishes

to continue the application process and, in that regard, is providing hard copies and cds of the latest version of the DEIS. The only changes from the DEIS found adequate for public review by the Town's Consultant and Town Staff in the summer of 2010 are as follows:

1. Removal of all references to the amphitheater and performing arts center from the summary and body of the report. (this was accomplished in the summer of 2010 and submitted to the Town at that time).

2. Update the consultant list to reflect changes in the development team for the project.

3. Amend the incentive list to include temporary signage and trailers on site during construction. The proposed construction signage and trailers are consistent with what is typically allowed in other municipalities; the Brighton Code does not address these items and, based upon the project sponsor's experience at other Brighton development sites, and after consultation with Town Officials on how to address this "gap" in the code, these temporary incentives are now being requested.

We look forward to this matter being placed back on the Town Board's agenda for action. It should be noted that acceptance of the DEIS for review is, by no means, a decision on the incentive zoning request. It is a necessary step to trigger public review and a public hearing of both the DEIS and the incentive zoning proposal as a whole. Concurrent with the acceptance of the document, typically a public hearing is scheduled pursuant to SEQR regulations. Written comments will continue for a period of 10 days after the close of the public hearing and, thereafter, a final environmental impact statement is drafted and a decision on the incentive zoning application will ensue.

Thank you very much for your courtesy.

Very truly yours,

Jerry A. Goldman

JAG/ss
Enclosures

F:\WORD\Costello\Clinton Crossings\Corporate Center\Letter to Town Board 5-30-12.doc

Stantec Consulting Services Inc.
2250 Brighton-Henrietta Town Line Road
Rochester NY 14623-2706
Tel: (585) 475-1440
Fax: (585) 424-5951

Stantec

June 30, 2010

Mr. Ramsey Boehner
Town of Brighton Planning Board
Town of Brighton
2300 Elmwood Avenue
Rochester NY 14618

Reference: Senator Keating Blvd. Offices (Clinton Crossings Corporate Center)
DEIS Completeness Review

Dear Ramsey:

The updated Clinton Crossings DEIS dated June 9, 2010 and follow-up clarifications submitted on June 22, 2010 were reviewed by Stantec and Town of Brighton staff. We believe that the DEIS meets the requirements set forth in the Final Scoping Outline and that it can now be deemed "Complete" by the Lead Agency.

Please feel free to contact me to discuss anything further.

Sincerely,

Michael J Flanigan

STANTEC CONSULTING SERVICES INC.

Michael Flanigan
Associate
Tel: (585) 475-1440
Fax: (585) 424-5951
michael.flanigan@stantec.com

c: William Holthoff, Stantec

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TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

July 2, 2010

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

Re: Public and Environmental Review
Proposed Incentive and Rezoning for Senator Keating Boulevard Offices (Clinton Crossing Corporate Center)
Draft Environmental Impact Statement (DEIS)

Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this letter, Michael Flanigan's letter of June 30th and the DEIS dated June 23, 2010. I also recommend that the Town Board accept the DEIS as being adequate for public review in terms of scope and content.

I would further recommend that the public hearing on the DEIS and the incentive zoning and rezoning be scheduled for Wednesday, August 11, 2010 and that the Town Clerk be directed to advertise it as required by Town Law.

I would further recommend that the Town Board direct me to publish and to distribute to DEIS as required by SEQRA regulations. The notice should indicate that written comments will be received through Wednesday, August 25, 2010.

I would further recommend that I be directed to refer the matter to the Monroe County Department of Planning for its review.

Respectfully Submitted

Ramsey A. Boehner
Environmental Review Liaison Officer

cc: T. Keef
attachment

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

ANTHONY J. COSTELLO & SON DEVELOPMENT

September 8, 2010

Mr. Ramsey Boehner,
Town Planner
Town of Brighton
2300 Elmwood Avenue
Brighton, New York 14618

RE: **Clinton Crossings Corporate (and Lifestyle) Center DEIS Draft for the Brighton Town Board Meeting September 22, 2010**

Dear Ramsey:

Please find with this correspondence six (6) complete sets of the revised DEIS for the **Clinton Crossings Corporate (and Lifestyle) Center.** This document has been changed based on comments from Town Board members, staff and the Town Attorney. The primary change removed any reference to a Performing Arts Center. I understand that this document will be on the agenda for the September 22, 2010 Town Board Meeting. At that time the Town Board will consider accepting the DEIS as complete and schedule a Public Hearing.

In addition to the six complete sets I have provided a copy of the changed Table of Contents, text and three (3) Figures for use by the Town staff. Please call me if you have any questions about this document or require further information at 585-328-2280, ext. 112.

Sincerely,

Terrence G. Slaybaugh
Senior Vice President

CC: Anthony J. Costello
Jerry Goldman

One Airport Way . Suite 300 . Rochester, NY 14624 • 585.475.1000 • fax 585.328.0210 • www.ajcandson.com

EXHIBIT NO. 5

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 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated June 15, 2012 from Town Planner, Ramsey Boehner, acting as Environmental Review Liason Officer, regarding proposed amendments to the Code of the Town of Brighton and the Memorandum dated June 15, 2012 to Timothy E. Keef, P.E. as Commissioner of Public Works detailing said proposed amendments, be received and filed, and be it further

RESOLVED, that the Town Board hereby refers the proposed amendments to the Planning Board for review and to provide to the Town Board an Advisory Report regarding the proposed amendments.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, Councilperson	Voting	____
Jason S. DiPonzio, Councilperson	Voting	____

TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

June 15, 2012

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

Re: Proposed Code Amendments
Chapters 62, 91, 149, 129, 201, 203, 205, 207, 217, 224
Appendix of Comprehensive Development Regulations

Honorable Supervisor and Members:

I recommend that you receive and file the proposed amendments to the Code of the Town of Brighton Chapters 62, 91, 149, 129, 201, 203, 205, 207, 217, 224 and the Appendix of Comprehensive Development Regulations as described in the attached memoranda to Tim Keef dated June15, 2012.

I further recommend that you ask the Planning Board to prepare an advisory report regarding the proposed amendments.

Respectfully Submitted

Ramsey A. Boehner
Environmental Review Liaison Officer

cc: T. Keef
attachment

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

Town of Brighton

Interoffice Memo

To:	Tim Keef
From:	Staff
CC:	
Date:	June 15, 2012
Subject:	Amendments 2012-1: Draft Amendments

The following amendments to the Town Code are proposed:

p. 1 **2012-1.1** Chapter 62, Electrical Standards. Amend §62-2(A), listing approved electrical inspection organizations, to remove the NYS Board of Fire Underwriters and the City of Rochester as authorized electrical inspectors, and add Gunther Home Inspection, Inc., dba New York Electrical Inspection Agency.

p. 1 **2012-1.2** Chapter 91, Lead-Based Paint Removal. Add §91-1.1 to identify the applicability of the requirements of the chapter to prevent conflict with new federal lead-based paint rules for contractors and others.

p. 2 **2012-1.3** Chapter 149, Sewer Use, Article III, Use of Public Sewers for Discharge of Non-domestic Wastes. Amend §149-9, Prohibited discharges to sanitary sewer, to add language regulating piping of waters to any sanitary sewer.

p. 2 **2012-1.4** Chapter 129, Property Maintenance. Add a new subsection (I) to Section 129-9, Office, commercial and industrial uses, and a new subsection (G) to Section 129-10, Residential uses, to regulate temporary portable storage units (e.g., PODS)

p. 3 **2012-1.5** Chapter 201, General Provisions. Amend §201-5, Definitions, to:
a) change definition of "Family" to allow two unrelated persons in addition to a "Functional Family Unit," so that it corresponds to the two unrelated persons allowed in addition to a group of related persons.
b) Delete the definition of "Bakery," which is not needed and conflicts with other definitions

p. 4 **2012-1.6** Chapter 203, District Use Regulations, Amend Article VIIA, (BE-L District), section 203-52.3, Article VIII (BE-2), section 203-55, Article VIIIA (BE-3), section 203-62.4, Article IX (BE-F), section 203-65, Article X (BF-1), section 203-

75, Article XI (BF-2), section 203-84.1 and Article XII (IG District), section 203-93.1 to make those non-residential districts consistent in their listing of actions requiring a Certificate of Compliance and to change "proprietorship" to "business ownership".

p. 7 **2012-1.7** Chapter 205, Bulk & Parking Regulations.
Correct table in §205-8 to properly list minimum gross floor area requirements for IG and TOP zoning districts, and other corrections.

p. 7 **2012-1.8** Chapter 205, Bulk & Parking Regulations. Amend §205-12. Parking schedule, to delete the standards for "Bakery;" bakery standards to be included with other specialty foods stores.

p. 8 **2012-1.9** Chapter 207, Supplementary Regulations. Amend Article II, All Residential Districts, Subsection 207-10, Exceptions to yard requirements, to add awnings and gas fireplace box/vent projections to the list of permitted intrusions into a required yard in Subsection 207-10.A(1), and add a new Section, 207-13.1, titled "Exceptions to yard requirements," to Article III, All Nonresidential Districts, to allow the same exceptions to setback requirements for principal buildings (cornices, eaves, awnings, windowsills, etc.) in non-residential districts as are allowed in residential districts.

p. 8 **2012-1.10** Chapter 207, Supplementary Regulations, Amend Article III, All Nonresidential Districts, section 207-14.1, Waste container & grease/oil container standards, to modify the limitation on height for waste container enclosures.

p. 9 **2012-1.11** Chapter 217, Planning Board. Amend §217-6, Procedures for conditional uses, to modify the standards governing the voiding of conditional uses.

p. 9 **2012-1.12** Chapter 217, Planning Board. Amend §217-9 to better describe projects that require site plan review by the Planning Board.

p. 10 **2012-1.13** Chapter 224, Historic Preservation. Amend §224, Certificate of appropriateness application procedure, subsection §224-6(D), to change the mailing requirements for HPC decisions from requiring sending by registered mail to requiring sending by certified mail, and add Subsection (E), providing for the expiration of a Certificate of Appropriateness if construction is not started, and Subsection (F), providing for the revocation of a Certificate of Appropriateness

p. 11 **2012-1.14** Appendix of Comprehensive Development Regulations. Create a "Part 5" of the Appendix to the Comprehensive Development Regulations to include, by reference, the "Monroe Avenue Design Plan, Guidelines and Standards," the "Monroe Avenue Streetscape Standards and Construction Details," and any other area/street corridor design standards that may be developed in the future.

2012-1.1 Chapter 62, Electrical Standards. Amend §62-2(A), listing approved electrical inspection organizations, to add New York Electrical Inspection Agency and remove the NYS Board of Fire Underwriters and the City of Rochester as authorized electrical inspectors.
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§62-2. Appointment of inspector.

A. The Commissioner of Public Works of the Town of Brighton is hereby authorized to appoint an inspector or inspectors of the **Gunther Home Inspection, Inc., dba New York Electrical Inspection Agency** ~~the New York Board of Fire Underwriters,~~ the Middle Department Inspection Agency, Inc. **or** Commonwealth Electrical Inspection Service, Inc. ~~or the City of Rochester Bureau of Building and Zoning~~ as electrical inspectors and agents of the Town of Brighton to make inspections of all electrical installations hereinbefore or hereinafter referred to and to approve or disapprove the same.

2012-1.2 Chapter 91, Lead-Based Paint Removal. Add §91-1.1 to identify the applicability of the requirements of the chapter to prevent conflict with new federal lead-based paint rules for contractors and others.
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

Chapter 91. Lead-Based Paint Removal.

§91-1. Purpose.
It is the purpose of this chapter to promote the public health, safety and general welfare by provisions designed to:

A. Regulate methods of lead-based paint removal which are dangerous to health, safety and property.
B. Protect the health, safety and welfare of those workers participating in the removal of lead-based paints.
C. Protect the health, safety and welfare of residents and individuals who are in and around the work area where lead-based paints are being removed.

§91-1.1. Applicability
The requirements of this chapter shall apply to all persons and activities not covered by the requirements of federal Lead-Based Paint Renovation, Repair and Painting rules.

2012-1.3 Chapter 149, Sewer Use, Article III, Use of Public Sewers for Discharge of Non-domestic Wastes. Amend §149-9, Prohibited discharges to sanitary sewer, to add language regulating piping of waters to any sanitary sewer.
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§149-9. Prohibited discharges to sanitary sewer.
[Amended 1-24-1996 by L.L. No. 1-1996]
No person shall discharge**,** ~~or~~ cause to be discharged**, or allow piping to remain for the purpose of the discharge of,** any unpolluted stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, impounded water or unpolluted industrial process waters to any sanitary sewer.

2012-1.4 Chapter 129, Property Maintenance. Add a new subsection (I) to Section 129-9, Office, commercial and industrial uses, and a new subsection (G) to Section 129-10, Residential uses, to regulate temporary portable storage units (e.g., PODS), as follows.
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§129-9. Office, commercial and industrial uses.
The following shall apply to office, commercial and industrial uses:

I. Temporary portable storage units (e.g., PODS units) are permitted for a period not to exceed 60 days, provided that they do not overflow with debris, are not used for items that may create offensive odors or a health hazard and are used only for items from the property on which they are located. With a valid building permit and good cause shown, the Commissioner of Public Works or designee may allow a maximum of one extension for the placement of the temporary portable storage units for a period not to exceed 60 days.

§129-10. Residential users.

G. Temporary portable storage units (e.g., PODS units) are permitted for a period not to exceed 60 days, provided that they do not overflow with debris, are not used for items that may create offensive odors or a health hazard and are used only for items from the property on which they are located. With a valid building permit and good cause shown, the Commissioner of Public Works or designee may allow a maximum of one extension for the placement of the temporary portable storage units for a period not to exceed 60 days.

2012-1.5 Chapter 201, General Provisions. Amend §201-5, Definitions, to:

a) change definition of "Family" to allow two unrelated persons in addition to a "Functional Family Unit," so that it corresponds to the two unrelated persons allowed in addition to a group of related persons.

b) Delete the definition of "Bakery," which is not needed and conflicts with other definitions.

(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§201-5. Definitions.

FAMILY [Amended 1-11-2006 by L.L. No. 1-2006]

A. One of the following:

(1) Not more than three persons occupying a dwelling unit; or

(2) Four or more persons occupying a dwelling unit, each of whom is related to all of the others by blood, marriage, or legal adoption, plus not more than two additional unrelated individuals; or

~~(3) A functional family unit: four or more persons occupying a dwelling unit as the functional equivalent of a "natural family" with respect to those characteristics that are consistent with the purposes of zoning restrictions in residential neighborhoods, and who use all rooms and housekeeping facilities in common.~~

(3) A functional family unit — four or more persons occupying a dwelling unit as the functional equivalent of a "natural family" with respect to those characteristics that are consistent with the purposes of zoning restrictions in residential neighborhoods, and who use all rooms and housekeeping facilities in common — plus not more than two additional unrelated individuals.

B. In determining whether . . . .

~~BAKERY~~

~~A retail sales establishment where bread, pastries, cakes, bagels, donuts and similar baked goods are baked or sold. Any such establishment where baked goods are commercially sold for any on-premises consumption, regardless of whether served by a waiter or waitress or whether service is available from a counter-type installation, shall not be considered a "bakery" and shall be deemed a restaurant.~~

2012-1.6 Chapter 203, District Use Regulations, Amend Article VIIA, (BE-L District), section 203-52.3, Article VIII (BE-2), section 203-55, Article VIIIA (BE-3), section 203-62.4, Article IX (BE-F), section 203-65, Article X (BF-1), section 203-75, Article XI (BF-2), section 203-84.1 and Article XII (IG District), section 203-93.1 to make those non-residential districts consistent in their listing of actions requiring a Certificate of Compliance and to change "proprietorship" to "business ownership".
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

Article VIIA. Office-Low Density District (BE-L)

§203-52.3. Administrative review mechanism.
All changes of use**,** ~~or~~ expansion**s** of permitted or ~~accessory~~ **allowed** use**s, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications that meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative reviews shall be routinely given to the Planning Board.

Article VIII. Office/Transitional District (BE-2)

§203-55. Administrative review mechanism.
All changes ~~or extensions of permitted or allowed uses or changes in proprietorship~~ **of use, expansions of permitted or allowed uses, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications that meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative reviews shall be routinely given to the Planning Board.

Article VIIIA. Office/Commercial Mixed Use District (BE-3)

§203-62.4. Administrative review mechanism.
All changes ~~or extensions of permitted or allowed uses or changes in proprietorship~~ **of use, expansions of permitted or allowed uses, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee

shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications that meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative reviews shall be routinely given to the Planning Board.

Article IX. Low Intensity Commercial District (BE-F)

§203-65. Administrative review mechanism.
All changes ~~or extensions of permitted or allowed uses or changes in proprietorship~~ **of use, expansions of permitted or allowed uses, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications that meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative reviews shall be routinely given to the Planning Board.

Article X. Neighborhood Commercial District (BF-1)

§203-75. Administrative review mechanism.
All changes ~~or extensions of permitted or allowed uses or changes in proprietorship~~ **of use, expansions of permitted or allowed uses, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications that meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative reviews shall be routinely given to the Planning Board.

Article XI. General Commercial District (BF-2)

§203-84.1. Administrative review mechanism.
All changes ~~or extensions of permitted or allowed uses or changes in proprietorship~~ **of use, expansions of permitted or allowed uses, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee

shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications that meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative reviews shall be routinely given to the Planning Board.

Article XII. Light Industrial District (IG).
§ 203-93.1. Administrative review mechanism.
All changes of use**,** ~~or~~ expansion**s** of permitted **or allowed** uses**, or changes in business ownership** within this district must apply for a certificate of compliance from the Building Inspector or designee. This administrative review shall determine if all the requirements of these regulations are met for the new or expanded use. The Building Inspector or designee shall have the right to any additional information necessary to make his determination. The Building Inspector or designee is authorized to grant a certificate of compliance only for those applications which meet all the requirements of these regulations and when any previous Town conditions, if applicable, have been met. A report of all certificates of compliance applications and the outcome of the administrative review shall be routinely given to the Planning Board.

2012-1.7 Chapter 205, Bulk & Parking Regulations. Correct table in §205-8 to properly list minimum gross floor area requirements for IG and TOP zoning districts, and other corrections, as follows:
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§205-8. Light Industrial and Technology **and** Office Park Districts.

Minimum Requirements	IG	IG*	TOP
Project size (acres)	--	--	25
Lot area (square feet)	80,000	40,000	40,000
Lot width (feet)	200	100	60
Lot depth (feet)	200	--	200
Front yard (feet)	100	60	75
Side yard (feet)	50	20	40
Side yard abutting a residential district (feet)	200	--	100
Rear yard (feet)	50	30	60
Rear yard abutting a residential district (feet)	200	--	100
Gross floor area of a principal structure (square feet)	**1,000**		**1,000**

* NOTE: Industrial District located on a Town street**,** or **on a** private street serving only industrial uses

2012-1.8 Chapter 205, Bulk & Parking Regulations. Amend §205-12. Parking schedule, to delete the standards for "Bakery;" bakery standards to be included with other specialty foods stores.
(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§205-12. Parking schedule.

~~Bakery~~ ~~1 for each 30 square feet of gross floor area~~

2012-1.9 Chapter 207, Supplementary Regulations. Amend Article II, All Residential Districts, Subsection 207-10, Exceptions to yard requirements, to add awnings and gas fireplace box/vent projections to the list of permitted intrusions into a required yard in Subsection 207-10.A(1), and add a new Section, 207-13.1, titled "Exceptions to yard requirements," to Article III, All Nonresidential Districts, to allow the same exceptions to setback requirements for principal buildings (cornices, eaves, awnings, windowsills, etc.) in non-residential districts as are allowed in residential districts.

(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

Article II. All Residential Districts.

§207-10. Exceptions to yard requirements.

A. Features of principal buildings.

1) Cornices, eaves, cantilevered roofs**, awnings, gas fireplace box/vent projections** and chimneys may project not more than two feet into a required yard. Belt courses, windowsills and other ornamental features may project no more than six inches into a required yard.

§207-13.1. Exceptions to yard requirements: features of principal buildings.

Cornices, eaves, cantilevered roofs, awnings, gas fireplace box/vent projections and chimneys may project not more than two feet into a required yard. Belt courses, windowsills and other ornamental features may project no more than six inches into a required yard.

(Note: These elements of principal buildings are currently allowed only in residential districts)

2012-1.10 Chapter 207, Supplementary Regulations, Amend Article III, All Nonresidential Districts, section 207-14.1, Waste container & grease/oil container standards, to modify the limitation on height for waste container enclosures, to read as follows: (Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§ 207-14.1, Waste container & grease/oil container standards.

A. Enclosures.

(1) Waste containers and grease/oil containers may be located in the same or separate enclosures, provided that all waste containers and grease/oil containers are completely enclosed in an approved enclosure.

(2) Enclosures for waste containers and grease/oil containers shall, at minimum, equal the height of the container and shall not exceed ~~six~~ **ten** feet.

(3) . . . . .

2012-1.11 Chapter 217, Planning Board. Amend §217-6, Procedures for conditional uses, to modify the standards governing the voiding of conditional uses.

§217-6. Procedures for conditional uses.

D. A conditional use permit shall become void one year after approval unless, by conditions of the use permit, greater or lesser time is specified as a condition of approval or unless, prior to expiration of one year, ~~a building permit is issued~~ **the use is established as approved**. The conditional use permit shall be void if the use shall cease for more than ~~six months~~ **one year** for any reason. The Planning Board may extend the permit subject to the requirements of this article.

2012-1.12 Chapter 217, Planning Board. Amend §217-9 to better describe projects that require site plan review by the Planning Board.

(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§ 217-9 ~~Exceptions. [Amended 7-26-2006 by L.L. No. 8-2006]~~

~~Prior to the issuance of a building permit - in any zoning district or a permit for a change in use or approval of a conditional use, the Building Inspector shall require site plan approval in accordance with the provisions of this article. All new land use activities shall require site plan approval, including new structures, new uses, expansions of existing structures, excavation operations, new conditional uses and legal conversions of existing buildings to other uses. Exceptions to these requirements are:~~

~~A. Permitted accessory structures to one- and two-family dwellings.~~

~~B. Ordinary repair or maintenance or interior alterations to existing structures or uses.~~

~~C. Exterior alterations or additions to one- and two-family dwellings.~~

§ 217-9. **Review required.**

A. Pursuant to §201-1 of these regulations, and except as provided in subsection B, below, the Planning Board shall have the authority to review and approve, modify, or disapprove site development plans for the following land use activities prior to the issuance of building, clearing, drainage, highway, or other permits or the commencement of development activities:

(1) Construction of new buildings or structures.

(2) Expansion of existing buildings or structures.

(3) Development, expansion, or modification of parking areas.

(4) Activities that would result in the modification of an approved site plan.

(5) Other site modifications deemed by the Executive Secretary of the Planning Board to warrant site plan review.

B. Exceptions to the requirements of subsection A, above, are:

(1) Ordinary repair or maintenance or interior alterations to existing structures or uses.

(2) Exterior alterations or additions to one- and two- family dwellings.

(3) Construction of permitted accessory structures to one- and two-family dwellings

(4) Accessory buildings as excepted from Planning Board review in §207-6 of this Code.

(5) Construction/installation of fences, signs or other minor structures as determined by the Executive Secretary of the Planning Board.

2012-1.13 Chapter 224, Historic Preservation. Amend §224, Certificate of appropriateness application procedure, subsection §224-6(D), to change the mailing requirements for HPC decisions from requiring sending by registered mail to requiring sending by certified mail, and add Subsection (E), providing for the expiration of a Certificate of Appropriateness if construction is not started, and Subsection F, providing for the revocation of a Certificate of Appropriateness, as follows:

(Deletions are ~~crossed out~~, additions are **bolded and underlined**)

§ 224-6, Certificate of appropriateness application procedure.

D. All decisions of the Commission shall be in writing. A copy shall be sent to the applicant by ~~registered~~ **certified** mail and a copy filed at the office of the Town Clerk and Department of Public Works for public inspection.

E. Unless construction is commenced within one (1) year of the date of the granting of a certificate of appropriateness, and thereafter diligently pursued, such certificate shall become null and void, unless renewed upon application to the Historic Preservation Commission.

F. The Historic Preservation Commission shall have the authority to revoke or suspend any certificate of appropriateness issued by the commission where it is found that there have been false statements or misrepresentations as to a material fact in the application, plans or specifications upon which the Certificate of Appropriateness was granted.

2012-1.14 Appendix of Comprehensive Development Regulations. Create a "Part 5" of the Appendix to the Comprehensive Development Regulations to include, by reference, the "Monroe Avenue Design Plan, Guidelines and Standards," the "Monroe Avenue Streetscape Standards and Construction Details," and any other area/street corridor design standards that may be developed in the future, as follows:

Part 5. Design Plans, Guidelines and Standards

This appendix is intended to contain, by reference, any area or corridor design plans, guidelines or standards that have been developed to guide development in specific areas of the town. Copies of the listed plans are available from the town offices, 2300 Elmwood Avenue, and may be available on the town website, www.townofbrighton.org.

The following documents are incorporated here by reference:

1. Monroe Avenue Design Plan, Guidelines and Standards

   Environmental Design & Research, P.C.

   Adopted November 17, 1999

2. Monroe Avenue Streetscape Standards and Construction Details

   Environmental Design & Research, P.C.

   Adopted November 17, 1999

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 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated June 18, 2012 from Director of Finance, Suzanne Zaso, and Louise Novros, Councilmember, regarding cash and in-kind donations from various sponsors for the Clean Sweep Community Program, be received and filed, and be it further

RESOLVED, that the Town Board hereby gratefully accepts the cash donations totaling $3,400.00 and the in-kind donations valued at $1,413.40 from various sponsors for the Clean Sweep Community Program.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, Councilperson	Voting	____
Jason S. DiPonzio, Councilperson	Voting	____

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Louise Novros, Councilmember (Event Coordinator)
Date: June 18, 2012
Subject: Cash and In-Kind Donations - Clean Sweep Community Program

I recommend that Your Honorable Body approve and accept the attached sponsorship cash support and in-kind donations for the Clean Sweep event held on May 5, 2012. A total of $3,400 was received in cash support and $1,413.40 as in-kind items such as food and refreshments (see attached list for complete details).

The estimated expenditures for the Clean Sweep Program in 2012 are $1,602. (see attached). The program showed a substantial surplus of $1,938 and therefore no tax support was needed again for this year. The total surplus since the inception of this program in 2008 is now at $7,052.

We will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

BRIGHTON CLEAN SWEEP – 2012

Income

Sponsors	Amounts
Brighton Chamber of Commerce	$ 200.00
Brighton Fire District	200.00
Brighton Rotary	200.00
Brighton Volunteer Ambulance	200.00
Canandaigua National Bank	200.00
The Dollinger Family	200.00
Donna Matthews	100.00
Fleet Feet/Yellow Jacket Running	200.00
Microworx	200.00
Ontario Hearing	200.00
Panache	200.00
Roselawn	200.00
Rustic Village Apts.	200.00
Summit of Rochester	200.00
Ted Spall Homes/Meridian Centre Associates	400.00
Waste Management	+ 300.00
	$3400.00
Prior Year Surplus	+ 254.25
	$3654.25
Grant Money Surplus	+5000.00
Total	$8654.25

Expenses

Item	Estimated Number	Amount
T-shirts	689 @ $.89 ea	$ 592.54
Bumper Stickers	250 + shipping & design cost	278.29
Pizza (Annette)	12 @ $16.99 ea.	203.88
Misc. Food Supplies (Louise)	cream cheese, butter	54.25
Misc. Food Supplies (Mary Staley)	Ice and lemonade	19.05
Paper Goods and misc. supplies for luncheon		34.00
Banner	1 from Highway Dept.	249.90
School bus	1 used by TCMS	*170.00
Total		$1601.91

*Amount for school bus is estimated from last year. Invoice pending.

In-Kind Sponsors

Sponsor	Donation	Logo	Contact Person/Letter Sent	Approx. Value
Bagel Land	20 dozen bagels @ $8.00/doz	Yes	Bob Juliano 1896 Monroe Ave 442-3080 (store) 739-2288 (cell)	$160.00
Delta Labs Adopt-A-Stream Friendly's	Friendly's Ice Cream Sundae Coupons, interactive toys, garbage bags	Yes	Regina Nichols 410 White Spruce Blvd. Rochester, NY 14623 234-1726	180.00
Great Harvest Bread Co.	4 desert platters	Yes	Wendy Russell, Mgr. 1890 Monroe Avenue 242-7544	100.00
Mark's Pizza	12 pizzas @ half price	Yes	Tom, Manager 3450 Winton Place 292-5140	203.88
Starbucks	3 coffee cambros @ $13.99 ea	Yes	Scott Sargeant 442-6410	41.97
Tops	10 doz donuts 6 gal. oj 1 case water	Yes	Bridget Eberhard Tops Friendly Markets 1900 So. Clinton Ave. 442-2990	97.55
Wegmans	60 subs	Yes	Linda Piccirilli 586-6680 ext. 329 Linda.piccirilli@wegmans.com	630.00
Total				$1413.40

EXHIBIT 7

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that a memorandum dated June 18, 2012 from Director of Finance, Suzanne Zaso, regarding a budget appropriation of $2,500.00 for the purchase of smoke detectors and carbon monoxide sensors funded by a 2011 grant in the amount of $2,500.00 from the State Farm Insurance Company, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes the appropriation of $2,500.00 from the $2,500.00 State Farm Insurance grant which fell to unreserved fund balance at the end of 2011 to miscellaneous expenses in the Fire Marshall's budget (A.DPW.3410 4.89) to cover the purchase of smoke detectors and carbon monoxide sensors for Brighton residents who did not have such devices working in their homes.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, Councilperson	Voting	____
Jason S. DiPonzio, Councilperson	Voting	____

TOWN OF BRIGHTON

SUZANNE ZASO, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
Phone (585) 784-5210 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance
Date: June 18, 2012
Subject: Budget Appropriation for Smoke and Carbon Monoxide Detectors Grant

In 2011 the Town of Brighton was awarded and accepted a grant in the amount of $2,500 from State Farm Insurance Company to purchase smoke and carbon monoxide detectors for Town of Brighton residents who did not have such devices working in their homes. The Town received the $2,500 from State Farm in October 2011, but the detectors were not purchased until 2012. Since this revenue fell to unreserved fund balance at year-end 2011, I am requesting that the Honorable Town Board authorize the appropriation of this $2,500 in 2012 to miscellaneous expense in the Fire Marshal's budget (A.DPW.3410 4.89).

I will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Copy to: C. Roth

EXHIBIT 8

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 27th day of June, 2012.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL
LOUISE NOVROS
JASON S. DIPONZIO

Councilpersons

RESOLVED, that correspondence dated June 25, 2012 from Finance Director, Suzanne Zaso, regarding changing a seasonal title from Computer Technician to Clerk III, be received and filed, and be it further

RESOLVED, that the Town Board hereby authorizes an amendment to the table of organization for Part-time Permanent and Seasonal Employees in Finance Department under Information Systems to change the title of Part-Time Permanent Computer Technician to Seasonal Clerk III with no change in hourly rate of Group V Step 1 of the Part-time Wage Schedule.

Dated: June 27, 2012

William W. Moehle, Supervisor	Voting	____
James R. Vogel, Councilperson	Voting	____
Louise Novros, Councilperson	Voting	____
Jason S. DiPonzio, Councilperson	Voting	____

TOWN OF BRIGHTON

SUZANNE ZASO, DIRECTOR OF FINANCE
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(585) 784-5210 Fax (585) 784-5396

June 25, 2012

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

Re: Change Seasonal Title from Computer Technician to Clerk III

Dear Honorable Town Board:

At the Town Board meeting of June 13, 2012, your Honorable Body adopted a resolution to create a Seasonal Computer Technician position under Information Systems in the Finance Department and added this title to the Town's Part-Time Permanent and Seasonal Employee Wage Schedule to address the immediate need of computer set-up and disposal throughout Town Departments. Since this specific title is not assigned to the Town of Brighton, we would have to request that the Monroe County Civil Service Commission add this title for us to use at their next available Commission meeting on August 9th. Since the Finance Department has an immediate need and this position is intended to be filled for just the summer months, I am recommending this title be changed to one the Town has already been assigned to by Civil Service and for which the duties of this position could fall under.

Therefore, my formal request to the Town Board is to change the title authorized under the Table of Organization for Information Systems from Seasonal Computer Technician to Clerk III (seasonal) with no change in the hourly rate of Group V Step 1 of the Part-Time Wage Schedule.

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

Sincerely,

Suzanne E. Zaso

Suzanne E. Zaso
Director of Finance

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