

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  
December 12, 2012

**PRESENT:**

Supervisor William Moehle  
Councilmember James Vogel  
Councilmember Louise Novros  
Councilmember Jason DiPonzio  
Councilmember Christopher Werner  
Timothy Keef, Commissioner of Public Works  
Mark Henderson, Chief of Police

Kenneth Gordon, Attorney for the Town  
Daniel Aman, Town Clerk  
Suzanne Zaso, Director of Finance  
Jerry LaVigne, Director of Recreation  
Maryann Hussar, Assistant to the Supervisor

**MEETING CALLED TO ORDER AT 7:10PM:**

**RECOGNITIONS/PRESENTATIONS:**

Student Guests from Modi'in, Israel  
Veterans Memorial Committee Members

**OPEN FORUM:**

Joshua Barouth

**APPROVAL OF AGENDA:**

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:**

November 14, 2012 Town Board Meeting  
November 28, 2012 Town Board Meeting

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to approve the aforementioned Town Board Meeting minutes

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**BIDS:**

**MATTER RE:** Authorization to solicit for proposals as necessary, to provide various equipment and services to the Town Highway and Sewer Departments for 2013 and to declare any replaced equipment as surplus for appropriate disposal (see Resolution #1 and letter dated November 30, 2012 from Timothy E. Keef, P.E. Commissioner of Public Works).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorization to solicit for proposals as necessary for 2013 to provide various materials, equipment and services to Facilities and Maintenance operation areas and to declare any replaced equipment as surplus for appropriate disposal (see Resolution #2 and letter dated November 30, 2012 from Timothy E. Keef, P.E. Commissioner of Public Works).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**COMMUNICATIONS:**

**FROM** Alan Roides, CMO dated November 28, 2012 thanking Supervisor for participating at their Grand Opening Ribbon Cutting ceremony on November 8, 2012.

**FROM** Assemblyman Joseph D. Morelle dated November 28, 2012 thanking Supervisor for his involvement in the 2325 Elmwood Avenue Group Home project.

**FROM** Chris Mueller-Director, Government Relations, Time Warner Cable to Supervisor re: new cable channel offerings.

**FROM** Monroe County Department of Environmental Services to Supervisor dated December 6, 2012 Re: SEQR Negative Declaration for the Monroe Community College Public Safety Building #21 Project.

**COMMITTEE REPORTS:**

Community Services Committee – Next meeting 1/28/13 at Brookside School  
 Finance and Administrative Services – Next meeting 12/18 at 3:00 PM in Stage Conference Room  
 Public Safety Services – Next Meeting 1/8/13 8:00 AM in Downstairs Meeting Room  
 Public Works Services – Next meeting 1/7/13 at 9:00 AM in Downstairs Meeting Room

**NEW BUSINESS:**

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

Supervisor Moehle	Yes
Councilmember Vogel	Yes
Councilmember DiPonzio	Yes
Councilmember Werner	Yes
Councilmember Novros	Not Present for this Vote

MOTION CARRIED

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute letter of engagement with Raymond F. Wager, CPA to provide 2012 year-end auditing and policy compliance services (see Resolution #3 and memorandum dated December 3, 2012 from Suzanne Zaso, Director of Finance).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Declare two Bobcat skid loaders as surplus, and approve for trade-in towards purchase of new through the Bobcat Factory Buy Back program (see Resolution #4 and letter dated November 30, 2012 from Timothy E. Keef, P.E. Commissioner of Public Works).

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize budget transfers totaling \$43,000 from various Highway Department accounts to support various 2012 expenditures still needed within the Highway Department (see Resolution #5 and letter dated November 30, 2012 from Amy Banker).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute agreement with Empire Wrecking Co., Inc. as the lowest responsive bidder to provide demolition services for farmhouse at 1435 Westfall Road (see Resolution #7 and letter dated November 30, 2012 from Michael Guyon, P.E., Town Engineer).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute maintenance agreement with Rel Comm, Inc. to provide telecommunication, system maintenance services for one-year effective January 1, 2013 (see Resolution #8, Memorandum dated November 29, 2013 from Susan Wentworth, Coordinator of Data Processing and copy of agreement).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute agreement with Midland Appraisal Associates to provide certiorari appraisal services for properties located at 2654 and 2700 West Henrietta Road (see Resolution #9, letter dated November 28, 2012 from Elaine Ainsworth, Assessor and copy of agreement).

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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize re-appointment of Edmund Russell to the Board of Trustees of the Brighton Memorial Library effective January 1, 2013 through December 31, 2017 (see Resolution #6 and communication dated December 3, 2012 from Andrew Kappy, Brighton Memorial Library Board of Trustees).

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town for the Town as set forth in Exhibit No. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize re-appointment of Justin DeVecchio to a 4-year term as a member of the Historic Preservation Commission, effective January 1, 2013 through December 31, 2016 (see Resolution #11 and communication dated December 3, 2017).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize re-appointment of Wayne Goodman to a 4-year term as a member of the Historic Preservation Commission, effective January 1, 2013 through December 31, 2016 (see Resolution #12 and communication dated December 3, 2012).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Declare various Highway Department items as surplus and approve their use as trade-in towards the purchase of replacement for same (see Resolution #13 and letter dated November 30, 2012 from Timothy Anderson, Deputy Highway Superintendent).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute agreement with Bero Architecture PLLC, the lowest and responsive bidder to provide cultural resources, survey preparation and updates (see Resolution #14 and letter dated December 3, 2012 from Ramsey Boehner, Town Planner).

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. 14 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approve budget account transfer for \$1,500 to support cost of two replacement desktop computers for Town Court (see Resolution #15 and letter dated December 3, 2012 from Dianne Burdett, Administrative Court Clerk).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approve Police Department expenditure to the Brighton Fire District for \$1,000 to support town share of total costs, associated with the telephone services upgrade, needed at Brighton Fire Station #1 where new Town Emergency Operations Center will be located (see Resolution #16 and letter from Police Chief Mark Henderson dated November 28, 2012).

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. 16 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approve extension of current 2012 contract, with all terms to remain the same, with EBS-RMSCO (division of Excellus), to provide management services for the pre-tax, Employee Flexible Spending Account program for 2013 (see Resolution #1 and letter dated November 21, 2012 from Gary Brandt, Director of Personnel and Human Resources).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 17 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approve extension of current 2012 contract, with all terms to remain the same for 2013, with Public Employer Risk Management Associates (PERMA) to provide third-party administrative services for all existing, pre-2010 workers compensation claims (see Resolution #18, letter dated November 21, 2012 from Gary Brandt, Director of Personnel & Human Resources and copy of agreement).

Motion by Councilmember Christopher Werner seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 18 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approve budget appropriation for \$570 to support costs associated with implementation of new payroll reporting service within the Police Department (see Resolution #19 and memorandum dated December 4, 2012 from Police Chief Mark Henderson).

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 19 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Set Public Hearing date of January 9, 2013 for proposed local law of 2013, Town of Brighton "Banning of Hydraulic Fracturing and Related Activities Local Law" (see Resolution #20).

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 20 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTERS OF THE SUPERVISOR:**

**MATTER RE:** Expense and Revenues for month ending November 30, 2012

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the aforementioned reports be received and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval of appointment of Sheila Gaddis, Laura Civiletti, P.E., Tom Tuori, Zoe Baruch, Dr. George Smith, Ph.D., Shubhangi Gandhi, Terry Klee, Rome Celli, and MaryJane Mahon to the Monroe Avenue GIGP Committee (see Resolution #21).

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. 21 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MOTION TO GO INTO EXECUTIVE SESSION:**

Motion by Councilmember Louise Novros seconded by Councilmember James Vogel to go into executive session at 8:35 PM to discuss a matter of litigation

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Louise Novros seconded by Councilmember Christopher Werner to come out of executive session 9:45 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MEETING ADJOURNED:**

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to adjourn at 9:45 PM

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 12<sup>th</sup> day of December 2012 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated November 30, 2012 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding authorization to solicit bids for materials, equipment and services as necessary for Town Highway and Sewer Department work, equipment and projects as part of the 2013 adopted budget and to declare replaced equipment as surplus and further to allow for the use of State, County, City or other bids for the acquisition of said goods and services, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Commissioner of Public Works to solicit bids for materials, equipment and services as necessary for Town Highway and Sewer Department work, equipment and projects as part of the 2013 adopted budget and hereby declares replaced equipment as surplus and further hereby authorizes the use of State, County, City or other bids for the acquisition of said goods and services.

Dated: December 12, 2012

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



# Town of Brighton

MONROE COUNTY, NEW YORK

## DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

PHONE: (585)784-5250 FAX: (585) 784-5368

November 30, 2012

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

re: Authorization of Bids and RFQ's for 2013 (Highway and Sewer Departments)

Dear Chairperson Werner and Committee Members:

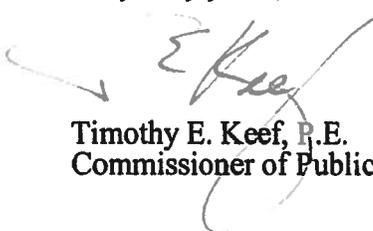
Authorization is requested to solicit bids for materials, equipment and services as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2013 Budget.

- Sidewalk repairs
- Gutter repairs/replacement
- Pavement profiling (milling)
- Paver rental
- Loader, truck, vehicle tires and appurtenances
- Cured-in-place pipe lining
- Sewer Grouting
- Replace truck(s) (#67)
- Replace Pick Up Truck (#5)
- Trade in/Replace Backhoes (#89, 92)
- Trade in/Replace Bobcats (#115, 116)
- Procurement of Highway Materials
- Procurement of Pavement and Signage Marking and appurtenances
- Pavement Breaker attachment for Backhoe
- Automotive/Truck Lubricants

Furthermore, it is recommend that existing equipment that is being replaced be declared surplus as appropriate and that the use of State, County, City or other bids also be authorized for the above goods and services, when in the best interest of the Town.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 4, 2012 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

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

EXHIBIT NO. 2

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated November 30, 2012 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding authorization to solicit bids for materials, equipment and services as necessary for Town Facilities and Maintenance operations, equipment and projects as part of the 2013 adopted budget and to declare replaced equipment as surplus and further to allow for the use of State, County, City or other bids for the acquisition of said goods and services, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Commissioner of Public Works to solicit bids for materials, equipment and services as necessary for Town Facilities and Maintenance operations, equipment and projects as part of the 2013 adopted budget and hereby declares replaced equipment as surplus and further hereby authorizes the use of State, County, City or other bids for the acquisition of said goods and services.

Dated: December 12, 2012

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



# Town of Brighton

MONROE COUNTY, NEW YORK

## DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

PHONE: (585)784-5250 FAX: (585) 784-5368

November 30, 2012

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

re: Authorization of Bids/RFQ's for 2013/Town Facilities and Departments

Dear Chairperson Werner and Committee Members:

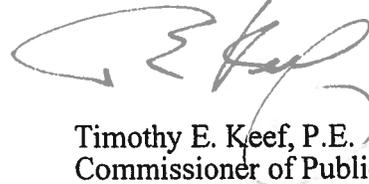
Authorization is requested to solicit bids for materials, equipment and services as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2013 Budget.

Tree Maintenance Services  
Arborist Consulting Services  
Hardware, Hand/Garden Tools, Paint, Electrical and Miscellaneous Building Supplies  
Refuse, Dumpster and Recycling Services  
Street Light Maintenance

Furthermore, it is recommend that existing equipment that is being replaced be declared surplus as appropriate and that the use of State, County, City or other bids also be authorized for the above goods and services, when in the best interest of the Town.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 4, 2012 meeting in the event that you have any questions regarding this matter.

Very truly yours,



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

TEK/wp

cc: T. Anderson  
S. Zimmer  
K. Hall  
J. LaVigne  
S. Zaso  
A. Banker  
M. Hussar

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

December 12, 2012

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

A - GENERAL	\$ <u>1,668,803.69</u>
D - HIGHWAY	<u>316,735.08</u>
H - CAPITAL	<u>17,665.44</u>
L - LIBRARY	<u>150,897.00</u>
SA - AMBULANCE DIST	<u>1,832.50</u>
SB - BUSINESS IMPROVM	<u>557.50</u>
SD - DRAINAGE DIST	<u>1,330.00</u>
SF - FIRE DIST	<u>88,621.63</u>
SK - SIDEWALK DIST	<u>2,290.00</u>
SL - LIGHTING DIST	<u>28,355.54</u>
SM - SNOW REMOVAL DST	<u>2,815.00</u>
SN-NEIGHBORHOOD DIST.	<u>437.50</u>
SP-PARKS DISTRICT	<u>265.00</u>
SR-REFUSE DISTRICT	<u>10,438.75</u>
SS - SEWER DIST	<u>191,020.64</u>
SW - WATER DIST	<u>1,360.00</u>
TA - AGENCY TRUST	<u>2,451.33</u>
TE - EXPENDABLE TRUST	<u>62,036.94</u>
TOTAL	\$ <u>2,547,713.54</u>

UPON ROLL CALL

MOTION CARRIED \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

TO THE SUPERVISOR:

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TOWN CLERK

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

**RESOLVED**, that a memorandum dated December 3, 2012 from Director of Finance Suzanne Zaso, regarding authorization for the Supervisor to execute a letter of engagement with Raymond F. Wager, CPA to provide 2012 year-end auditing and policy compliance services, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a letter of engagement with Raymond F. Wager, CPA to provide 2012 year-end auditing and policy compliance services, said letter of engagement having already been reviewed and approved as to form by the Attorney to the Town.

Dated: December 12, 2012

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



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

MEMORANDUM

To: The Honorable Town Board  
Attn.: Finance and Administrative Services Committee  
From: Suzanne Zaso, Director of Finance *SZ*  
Date: December 3, 2012  
Subject: Authorization to Execute an Independent Audit and Accounting  
Services Engagement Letter with Raymond F. Wager, CPA, PC

I request that Your Honorable Body authorize the Supervisor to execute the proposed Engagement Letter offered by Raymond F. Wager, CPA, P.C. for services relating to the 2012 year-end independent audit along with accounting and policy compliance services as needed. The base fees for these services are for a total fee not to exceed \$28,125. Adequate funding for these services are provided in the 2013 Town budget.

We have been very happy with the services and detail provided by Mr. Wager's firm over the years and I recommend that the Town Board authorize the execution of said engagement letter.

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.

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated November 30, 2012 from Timothy E. Keef, P.E., Commissioner of Public Works, concerning the trade-in of two used Bobcat loaders (serial numbers S650/#A3NV13814 and S205/#AL3J38004) and purchase of two new loaders, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the purchase of two new Bobcat loaders and in connection therewith, the trade-in of two used Bobcat loaders now owned by the Town, at a purchase price of \$3,200.00, net of the value of the trade-in of the used loaders, under the New York State purchase contract.

Dated: December 12, 2012

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



# Town of Brighton

MONROE COUNTY, NEW YORK

## DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE ROCHESTER, NEW YORK 14618

PHONE: (585)784-5250 FAX: (585) 784-5368

November 30, 2012

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

re: Bobcat Equipment Buy Back Program  
Declaration of Surplus Equipment

Dear Chairman Werner and Committee Members:

As in the past, the above equipment manufacturer currently has an equipment buy back program that would allow us to trade in two of our current Bobcat skid steer loaders for two new, unused replacements. The cost of the new equipment is \$53,801.00 (\$25,587.00 and \$28,214.00) with a trade in allowance of \$50,601.00 (\$23,987.00 and \$26,614.00), realizing a net expenditure to the Town of \$3,200.00 (\$1,600 each unit). Based upon our use of this equipment, its versatile performance and relatively inexpensive cost to participate in this program, I request that the current Bobcat loaders (S650/#A3NV13814 and S205/#AL3J38004) be declared surplus and traded in as part of the factory Bobcat Equipment Buy Back Program. Funds were allocated in this year's budget for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 4, 2012 meeting in the event that you have any questions regarding this matter.

Very truly yours,

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

TEK/wp

cc: T. Anderson  
A. Banker  
S. Zaso  
M. Hussar

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated November 30, 2012 from Amy Banker of the Town Highway Department regarding authorization for a budget transfer of \$43,000.00 within the Highway Department for storm sewer lining, bobcat attachments and set-up costs for the new pick-up truck, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes transfers totaling \$43,000.00 from D.HWY.5110 4.16 (road materials) as follows: \$39,000.00 into D.HWY. 5110 2.80 (sewer construction/repair); \$2,800 into D.HWY. 5130 2.30 (highway equipment); and \$1,200.00 into D.HWY.5130 2.29 (vehicle set-up).

Dated: December 12, 2012

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



To: Honorable Finance Committee  
From: Amy Banker  
Date: November 30, 2012  
Re: Budget Amendment

I request that \$43,000 be transferred from D.HWY.5110 4.16 (road materials) to D.HWY.5110 2.80 (sewer construction/repair) in the amount of \$39,000 and to D.HWY.5130 2.30 (highway equipment) in the amount of \$2,800 and to D.HWY.5130 2.29 (vehicle set-up) for \$1,200.

This amount is needed for storm sewer lining, bobcat attachments, and set-up for new #7 pick-up truck. These expenditures were not originally budgeted.

The appropriation source is funds that were unable to be utilized during the road paving/repair season.

I can answer any questions if needed.

*Amy Banker*

Cc: T. Keef  
S. Zaso  
T. Anderson  
M. Hussar (original)

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons.

**RESOLVED**, that correspondence dated November 30, 2012 from Town Engineer Michael E. Guyon, P.E. regarding authorization for the Supervisor to execute an agreement with Empire Wrecking Co., Inc. as the lowest responsive bidder to provide demolition services for the farmhouse at 1435 Westfall Road, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Empire Wrecking Co., Inc. as the lowest responsive bidder to provide demolition services for the farmhouse at 1435 Westfall Road for a lump sum price not to exceed \$29,600.00 and that the Supervisor is hereby authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract, said agreement being subject to the review and approval of the Attorney to the Town.

Dated: December 12, 2012

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



# Town of Brighton

MONROE COUNTY, NEW YORK

## DEPARTMENT OF PUBLIC WORKS

2300 ELMWOOD AVENUE \* ROCHESTER, NEW YORK 14618 \* PHONE (585)784-5250 \* FAX (585)784-5368

November 30, 2012

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

Re: Award of Project  
1435 Westfall Road  
Farmhouse Controlled Demolition

Dear Councilperson Werner and Committee Members:

Town staff requested a quote from five contractors to demolish the existing farmhouse located at 1435 Westfall Road with asbestos in place, remove and dispose of the demolition debris and restore the disturbed area. A list of the contractors is shown in Table - 1. All work shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, (Cited as 12 NYCRR Part 56). One quote from Empire Wrecking Co. Inc. was received on November 30, 2012 for an amount not to exceed \$29,600.

Table - 1 Contractor List

Contractor	Address
DiMarco Group	1950 Brighton Henrietta Town Line Road, Rochester, New York
Damico Wrecking Co. Inc.	432 Portland Avenue, Rochester, New York
Frederico Construction & Demolition LLC	1005 Chili Avenue, Suite #2, Rochester, New York
Empire Wrecking	P.O. Box 197, Webster New York
Sessler Wrecking	1257 State Route 96 N., Waterloo, New York

Account A. Rec. 7117.2.60 allocates \$36,300 for this project. The low quote does not exceed the money's allocated for this project.

Town of Brighton staff reviewed the quote for completeness and accuracy and concluded that the lowest price quote provided by *Empire Wrecking Co. Inc., P.O. Box 197, Webster New York* is representative of the costs necessary to complete the project and the contractor is qualified to perform the demolition work. Therefore, I am requesting that FASC recommend that the Town Board award the project to demolish the farmhouse located at 1435 Westfall Road to the low, responsible and responsive contractor, *Empire Wrecking Co. Inc.*, for a lump sum price not to exceeded \$29,600.00. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price.



# *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

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 4, 2012 meeting in the event that you have any questions regarding this matter.

Respectfully,

Mike Guyon, P.E.  
Town Engineer

cc: S. Zaso  
T. Keef  
M. Hussar

EXHIBIT NO. 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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

**RESOLVED**, that a memorandum dated November 29, 2012 from Coordinator of Data Processing Susan Wentworth regarding authorization for the Supervisor to execute a maintenance agreement with Rel Comm, Inc. to provide telecommunication system maintenance services for one year effective January 1, 2013, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a maintenance agreement with Rel Comm, Inc. to provide telecommunication system maintenance services for one year effective January 1, 2013, said agreement being subject to the review and approval of the Attorney to the Town.

Dated: December 12, 2012

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



TOWN OF BRIGHTON  
2300 ELMWOOD AVENUE  
ROCHESTER, NEW YORK 14618  
(585) 784-5390 Fax (585) 784-5396

MEMORANDUM

To: The Honorable Finance Committee  
From: Susan Wentworth, Coordinator of Data Processing  
Date: November 29, 2012  
Subject: Request Town Board action to Authorize the Town Supervisor to execute the Telecommunication System Maintenance Agreement with RelComm, Inc. for 2013

The Town of Brighton's Mitel phone system is covered under an annual support agreement with RelComm, Inc.

The Telecommunication System Maintenance Agreement describes the warranty period and the existing equipment to be covered for support. All pricing is on NY State contract through 1/6/2018.

The net effect of this new agreement will be an increase of \$542.00 from \$275 to \$817 per month from January 1, 2013 through December 31, 2013. The maintenance cost increase (which was anticipated and included in the 2013 Budget) is due to the expiration of the Mitel system's one year warranty.

The maintenance has been an ongoing shared expense for the following budgets: Highway (A.HWY.5132), Court (A.JSTCE.1110), Police (A.POLCE.3120), Recreation (A.REC.7020), Shared Services (A.SSVCS.1620) and Library (L.LIBRY.7410).

This request is for authorization for the Town Supervisor to approve the attached maintenance agreement with Rel Comm, Inc.

Thank you for your consideration.

*Susan@Wentworth*

## **Town of Brighton SUPPORT AGREEMENT**

**1-1-13 to 12-31-13**

Rel Comm, Inc. hereby agrees to provide Support Services for the Communications Equipment as listed in the attached Rate and Inventory sheet. Any additional equipment leased or sold to *Town of Brighton* shall become part of this agreement at the next billing cycle. Rel Comm, Inc. shall keep the entire system in good working condition and furnish all parts and labor necessary to accomplish this. Any malfunction that cannot be immediately isolated to a specific piece of equipment or service will require the participation of Rel Comm, Inc. and all other service suppliers until responsibility for the problem has been determined. Rel Comm, Inc. has the responsibility to assure, with best efforts, participation of all applicable service suppliers. Expenses incurred for service supplier's services shall be borne by the responsible party. In no instance shall the failure to resolve the issue of responsibility relieve Rel Comm, Inc. of the obligation to restore system operation with the least impact on the functional operation of the telephone system.

Rel Comm., Inc. shall effectively provide Support on equipment listed in the Rate and Inventory Section.

Rel Comm., Inc. shall maintain a spare parts inventory at the servicing maintenance facility.

*Town of Brighton* shall have no responsibility for any costs other than the cost of this Support agreement without its prior written agreement.

### **PAYMENT**

Rel Comm, Inc. will invoice *Town of Brighton* monthly in advance for the Support charge. Payment will be made within 30 days of receipt of invoice.

### **RATE**

Rel Comm, Inc. will not adjust the Support charge per item for the duration of this contract. Any items added to the system will be charged at the same rate from the first 12 months. If Rel Comm, Inc. requires an adjustment in any of the rates, Rel Comm, Inc. will give a 30 day written notice before the adjustment becomes valid.

#### **Rochester, New York**

250 Cumberland St.  
Suite 214  
Rochester, NY 14605  
Voice: 585.546.8888  
Fax: 585.546.8925

#### **Buffalo, New York**

4230-B Ridge Lea Rd.  
Suite 112  
Amherst, NY 14226  
Voice: 716.204.4444  
Fax 716.204.0010

#### **Syracuse, New York**

6838 Ellicott Dr.  
East Syracuse, NY 13204  
Voice: 315.422.9700  
Fax: 315.438.3142

#### **Raleigh, North Carolina**

1191 West Chatham St.  
Cary, NC 27513  
Voice: 919.210.3500  
Fax: 919.433.3119

## **TERM**

This agreement is a 12-month contract. The contract will then renew on the anniversary for duration of 12 months thereafter unless Rel Comm, Inc. has received a written cancellation notice from *Town of Brighton* with a 30-day notice. Rel Comm, Inc. reserves the right to cancel this agreement with 30-days written notice to the customer, should the customer become delinquent in payment.

## **SERVICE**

Rel Comm, Inc. shall provide:

- Regular service within (1) business day from request.
- Emergency service (in the event of total or substantial system failure) within two (2) hours during normal business hours and three (3) hours for non-business hours. Business hours are Monday thru Friday 8:00am – 5:00pm.

## **EXCLUSIONS**

Support Service shall not include:

- Servicing equipment not detailed in the rate and equipment section.
- The repair or replacement of equipment that has become defective as a result of an accident, physical abuse or misuse, acts of God or any other reason other than normal wear and/or manufacturer's defects.
- Any repairs caused externally to the equipment as a result of loss of air conditioning or electric power.
- Any software defects or damage to system software program caused by environmental or equipment malfunctions.
- Any non-supported/discontinued equipment by manufacturer - Rel-Comm, Inc. will make best effort to repair equipment dependent upon parts availability. Upgrade/replacement options will be provided when repair efforts cannot be completed.
- Any Pre-existing problems.

## **LIMITS OF LIABILITY**

Rel Comm, Inc. shall not be liable to the user for any consequential damages for interruption of service, which the user may incur as a result of equipment failure.

## **NOTICES**

Any communication to Rel Comm, Inc. shall be deemed given when sent prepaid certified mail and addressed to Rel Comm, Inc. at its address, as appearing on this or at such address as the party may have requested in writing.

### **Rochester, New York**

250 Cumberland St.  
Suite 214  
Rochester, NY 14605  
Voice: 585.546.8888  
Fax: 585.546.8925

### **Buffalo, New York**

4230-B Ridge Lea Rd.  
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Cary, NC 27513  
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Fax: 919.433.3119

**SUCCESSORS OR PARTIES BOUND**

This agreement and all its Terms and Conditions shall inure to and become binding upon the Heirs, Executors, Administrators, Successors and Assigns of Parties hereto.

*Town of Brighton*

**SUPPORT RATE AND INVENTORY**

Quantity	Description	Unit Price	Extended Cost
211	Active Telephone Ports	\$2.00	\$422.00
30	Active Trunk Ports	\$1.00	\$30.00
8	Active Voicemail Ports	\$15.00	\$120.00
3	UPS	\$45.00	\$45.00
10	Network Equipment	\$20.00	\$200.00
<b>TOTAL MONTHLY CHARGE:</b>			<b>\$817.00</b>

\*Quantities may vary based on final configuration.

**\*\*Mitel is now requiring that all customers maintain Software Assurance coverage to get technical support in the event of a system failure that requires the participation of the Mitel Engineering Group. As a benefit, this coverage will give your system any applicable software release upgrades that become available during the coverage term at no additional charge.**

**Monthly Option** - I am giving approval to Rel Comm Inc. to add charges for software assurance coverage to my support contract. I understand that I will not be responsible for any other charges for manufacturer technical support and/or upgrades under this provision.

**Annual Option** - I am choosing to waive the option of adding software assurance charges to my support contract with Rel Comm Inc. By doing so, I am aware that I will be invoiced in full for the coverage prior to my renewal date.

**Waiver** - I am waiving all software assurance coverage by the manufacturer. By doing this, I am aware that if technical support by the manufacturer is needed, this coverage will have to be purchased prior to receiving support, along with any upgrades required to bring the system(s) up to the current software version. I am also aware that an additional re-enlistment fee of 50% for re-enlisting expired products may apply.

**Warranty Notes:** SWA on all systems valid til 11-4-16

**System Type:** Mitel 5000 HX controllers, networked over IP, 8 port EM

**Date of Original Installation:** 10-31-2011

**Any other system notes:** This contract covers all sites +UPS and network equipt.

**Rochester, New York**  
250 Cumberland St.  
Suite 214  
Rochester, NY 14605  
Voice: 585.546.8888  
Fax: 585.546.8925

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4230-B Ridge Lea Rd.  
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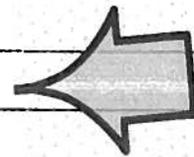
**Add-on Labor Rate Per Hour (Minimum 1.5 hour charge):**

Rate for NON-Maintenance customers	\$95.00 per hour
Rate for Maintenance customer	\$85.00 per hour
After Hours	1.5 Multiplier
Holidays	2.0 Multiplier

End User: *Town of Brighton*  
*2300 Elmwood Avenue*  
*Brighton NY 14618*  
Tel: (585) 784-5250  
Fax: (585) 784-5373

Authorized Person(s) to call in Add-on orders:

- 1) Sue Wentworth Tel: 585-784-5390  
2) Matt Bashore Tel: 585-784-5347



**SIGN  
HERE**

Signature: \_\_\_\_\_

Signed By: William W Moente  
(Print name)

Title: Supervisor, Town of Brighton

Date: \_\_\_\_\_

Vendor: Rel Comm, Inc.

Address: 250 Cumberland Street Suite 214  
Rochester, NY 14605  
Tel: 585-546-8888  
Fax: 585-546-8925

Signature: \_\_\_\_\_

Signed by: Kelly Turner  
(Print name)

Title: CFO

Date to start Support Service: 1-1-13

Salesperson: Scott Godfrey

**Rochester, New York**  
250 Cumberland St.  
Suite 214  
Rochester, NY 14605  
Voice: 585.546.8888  
Fax: 585.546.8925

**Buffalo, New York**  
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Fax: 919.433.3119

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that a memorandum dated November 28, 2012 from Town Assessor Elaine Ainsworth regarding authorization for the Supervisor to execute an agreement with Midland Appraisal Associates, Inc. to prepare court ready appraisals for properties located at 2654 and 2700 West Henrietta Road at a cost not to exceed \$4,300.00, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Midland Appraisal Associates, Inc. to prepare court ready appraisals for properties located at 2654 and 2700 West Henrietta Road at a cost not to exceed \$4,300.00.

Dated: December 12, 2012

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

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

November 28, 2012

To: Suzanne Zaso, Finance Director  
Finance Committee  
Supervisor Moehle  
Town Board

From: Elaine Ainsworth, Assessor

Re: Agreement for Court Ready Certiorari Appraisals  
2654 and 2700 West Henrietta Road

Negotiations have failed to result in settlements for the above referenced certiorari cases. Supervisor Moehle has reviewed the settlement offer submitted by the petitioner and is in agreement with our certiorari attorney, Tom Fink, that the offer is unreasonable, based on the preliminary appraisals we have. Judge Rosenbaum has scheduled an exchange of court ready appraisals for the first quarter of 2013.

The appraisals upgrade costs total \$4,300. The 2013 Town of Brighton Assessor's budget does include adequate certiorari appraisal funds in account A.Assor.1355.4.54. I am requesting Town Board action to authorize the Supervisor to execute an agreement with Midland Appraisal Associates, Inc. in an amount not to exceed \$4,300 to prepare the court ready appraisals to comply with the scheduling order.

### UPDATED FEE INFO/BRIGHTON

Address	<u>2654</u>	<u>2700</u>
	W.Hen.Rd	
Original Fee	\$4,400	\$4,400
Discount	15%	15%
Court report Fee	\$3,750	3750
Restricted report fee paid at 80% credit	\$2,000 80%	\$2,000 80%
Credit	<u>\$1,600</u>	<u>\$1,600</u>
Remaining Fee	\$2,150	\$2,150
Combined Cost to complete		\$4,300
plus upcoming testimony, mtgs reviews, etc		\$175 /hour

**Elaine Ainsworth**

---

**From:** "Jay Loson" <jloson@midlandappraisal.com>  
**Date:** Wednesday, November 28, 2012 9:15 AM  
**To:** "Elaine Ainsworth" <elaine.ainsworth@townofbrighton.org>  
**Subject:** W. Hen Rd.  
Elaine,

The fees paid for the restricted reports completed at \$2,000 each are credited at 80% of the total fees estimated when producing upgrades to these reports for trial formats. The data provided previously, though used in the trial reports is not directly transferrable. This has been our policy for several years when working with preliminary report formats prior to court submissions.

Call me if there are additional questions.

Jay

Jay J. Loson, MAI

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Midland Appraisal Associates, Inc.  
349 West Commercial Street, Suite 2290  
East Rochester, New York 14445

ph. (585) 381-5425 ext. 114  
fax (585) 381-5416

[jloson@midlandappraisal.com](mailto:jloson@midlandappraisal.com)

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of December, in the year 2012, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Midland Appraisal Associates, Inc. with offices at 349 West Commercial Street, Suite 2290, East Rochester, NY 14445, hereinafter referred to as the "Contractor".

## WITNESSETH

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to prepare the upgraded "Trial Ready" appraisals for Town of Brighton Parcels 262000 148.16-1-15 (commonly known as 2654 West Henrietta Road, Town of Brighton, New York) and 262000 148.16-1-16 (commonly known as 2700 West Henrietta Road, Town of Brighton, New York) for the 2009, 2010 and 2011 assessment rolls as identified in the proposal submitted by Midland Appraisal Associates, Inc., in February of 2012 and the updated verification of costs submitted November 28, 2012, copies of which is attached hereto and made a part hereof.

WHEREAS, the Contractor is willing, able and qualified to perform the services set forth in the attached proposal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Contractor hereby agrees to perform the following services set forth in the attached proposal for the Town by providing a separate Trial Ready appraisal for each parcel 262000 148.16-1-15 (commonly known as 2654 West Henrietta Road, Town of Brighton, New York) and 262000 148.16-1-16 (commonly known as 2700 West Henrietta Road, Town of Brighton, New York) for Town of Brighton assessment rolls 2009, 2010 and 2011 as identified in the attached proposal, not later than February 28, 2013. The start date for the work shall be

mutually agreed upon by and between Midland Appraisal Associates, Inc. and Town's Certiorari attorney, Tom Fink, Esq. but no later than January 2, 2013.

2. This contract may be terminated by the Town upon written notice to the Contractor by first class mail to the address for the Contractor set forth above.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor of Four Thousand, Three Hundred and 00/100 DOLLARS (\$4,300) for the work. Said sum shall be paid upon completion of the reports and submission of an invoice subject to the Town's claim approval process.

Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Town Assessor, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 2, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

4. Upon the completion of the work required hereunder by the Contractor, title to all work performed shall vest in the Town of Brighton.

5. This contract shall be deemed executory only to the extent of funds available and the Town shall incur no liability beyond the funds budgeted therefor.

6. The Contractor agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto,

including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

9. The Contractor agrees to indemnify, defend and hold the Town of Brighton harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Town or any of its officers and/or employees, and arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement.

10. To the extent that any provision contained herein is contradicted by or sought to be modified by any language in the attached proposal, said contradictory or modifying language shall have no effect and the provision set forth herein shall control.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF BRIGHTON

By: \_\_\_\_\_  
William Moehle, Supervisor



Midland Appraisal Associates, Inc.

By: \_\_\_\_\_  
Jay Loson, Partner

\_\_\_\_\_  
Fed. I.D.# or Social Security #

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that Edmund J. Russell III, of 67 Fairmeadow Drive, Rochester, New York 14618, be and hereby is re-appointed to the Brighton Memorial Library Board of Trustees, effective January 1, 2013 through December 31, 2018.

Dated: December 12, 2012

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

EDMUND J. RUSSELL III

December 11, 2012

William W. Moehle  
Town of Brighton Supervisor  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Position on the Board of Trustees  
for the Brighton Memorial Library

Dear Supervisor Moehle,

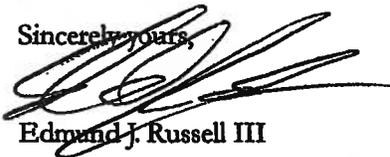
My 5 year term as a Trustee on the Brighton Memorial Library's Board of Trustees (the "Board") is set to end this year. I would welcome the opportunity to be reappointed to the Board for another 5 year term.

My 5 years on the Board have been rewarding and educational. Prior to serving on the board, I valued the Brighton Memorial Library (the "Library") as an important Town resource. I now have a much broader appreciation of the truly critical role the Library fills for the Town and a better understanding of all the different ways that libraries support their community. The Library is truly an asset to our Town, doing everything from assisting job seekers, to supporting budget conscience families, to providing a community forum and gathering space, and continuing to inspire and foster a love of reading and education in all ages.

I have also learned how import it is for the Board to be advocates for the library and to promote the vital work the Library does for the community. Particularly in tough economic times, Trustees can help to educate the community, advocate for the needs of the Library and ensure that our library remains strong and active. I also noticed that when budgets get tight, libraries are often most at risk for spending cuts. We are so fortunate to have a vocal and supportive Town Board as our partners, particularly as State budget cuts have hit libraries hard. During my tenure on the Board, I have served as Chair of the Finance Committee, Vice President and President. Besides regularly attending Board meetings, I have attended many of Library events, Library staff trainings and Town Board meetings. I believe I can continue to make an important contribution to the Library, if allowed to serve another 5 year term.

Lastly, as a parent of 5 year old twins, and a 2 year old, I truly appreciate having a first rate library in the community. Ever since I moved to Brighton, I have been impressed with the strong sense of community that its residents create. My wife and I love living here, and I would like to continue to give back to our community and I believe that continuing to serve on the Board would be an excellent opportunity to do so.

Sincerely yours,



Edmund J. Russell III

## Mary Ann Hussar

---

**From:** AKappy <akappy@rochester.rr.com>  
**Sent:** Monday, December 03, 2012 3:03 PM  
**To:** william.moehle@townofbrighton.org  
**Cc:** Kathy Miller; Jennifer Ries-Taggart; Mary Ann Hussar  
**Subject:** Nomination of Edmund Russell to the Library Board

Dear Supervisor Moehle,

The Board of Trustees of the Brighton Memorial Library, upon the recommendation of our nominating committee, and in recognition of his excellent contributions to date and his unique qualifications, has voted to recommend that Edmund Russell be appointed for another term to the Board of Trustees of the Brighton Memorial Library. Said vote was taken at our November meeting.

Thank you for your consideration,  
Andrew Kappy

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that a copy of e-mail correspondence dated December 3, 2012 between Assistant to the Supervisor Mary Ann Hussar and Historic Preservation Board member Justin DelVecchio regarding the reappointment of Justin DelVecchio to the Historic Preservation Commission, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby reappoints Justin DelVecchio to the Historic Preservation Commission for a term commencing on January 1, 2013 and expiring on December 31, 2016.

Dated: December 12, 2012

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

## Mary Ann Hussar

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**From:** DelVecchio, Justin <JDELVECCHIO@TRANE.COM>  
**Sent:** Monday, December 03, 2012 12:45 PM  
**To:** Mary Ann Hussar  
**Subject:** RE: Reappointment to full term on the Historic Preservation Board

Yes Mary Ann, I will serve the 4 year appointment. Thank you. Regards, Justin

---

**From:** Mary Ann Hussar [<mailto:maryann.hussar@townofbrighton.org>]  
**Sent:** Monday, December 03, 2012 10:54 AM  
**To:** DelVecchio, Justin  
**Subject:** Reappointment to full term on the Historic Preservation Board

Good Morning Justin,

As you know your appointment on the Historic Preservation Commission made in September this year was to fulfill the 4-year term that was vacated by the retirement of Betsy Brayer. That term is due to expire on December 31, 2012.

We would like to reappoint you to your full 4-year term that would become effective on January 1, 2013 through December 31, 2016. Please confirm that you are still desirous of being appointed to a new 4-year term, and if so we will make this reappointment at our next Town Board meeting scheduled for December 12, 2012.

Thanks Jason and I look forward to hearing back from you.

Regards,  
Mah

**MaryAnn Hussar**  
Assistant to the Supervisor  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618  
585-784-5252  
[www.townofbrighton.org](http://www.townofbrighton.org)

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At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

**RESOLVED**, that a copy of e-mail correspondence dated December 3, 2012 between Assistant to the Supervisor Mary Ann Hussar and Historic Preservation Board member Wayne Goodman regarding the reappointment of Wayne Goodman to the Historic Preservation Commission, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby reappoints Wayne Goodman to the Historic Preservation Commission for a term commencing on January 1, 2013 and expiring on December 31, 2016.

Dated: December 12, 2012

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

## Mary Ann Hussar

---

**From:** Wayne Goodman <[wgoodman@landmarksociety.org](mailto:wgoodman@landmarksociety.org)>  
**Sent:** Monday, December 03, 2012 12:57 PM  
**To:** Mary Ann Hussar  
**Subject:** RE: Reappointment to full term on the Historic Preservation Board

I would be honored to do so.

Many thanks,  
Wayne

---

**From:** Mary Ann Hussar [<mailto:marvann.hussar@townofbrighton.org>]  
**Sent:** Monday, December 03, 2012 10:58 AM  
**To:** Wayne Goodman  
**Subject:** Reappointment to full term on the Historic Preservation Board

Good Morning Wayne.

As you know your appointment on the Historic Preservation Commission made in April this year was to fulfill the 4-year term that was vacated by (resignation) Arthur Holtsman . That term is due to expire on December 31, 2012.

We would like to reappoint you to your full 4-year term that would become effective on January 1, 2013 through December 31, 2016. Please confirm that you are still desirous of being appointed to a new -4-year term, and if so we will make this reappointment at our next Town Board meeting scheduled for December 12, 2012.

Thanks Wayne and I look forward to hearing back from you.

Regards,  
Mah

**MaryAnn Hussar**  
Assistant to the Supervisor  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618  
585-784-5252  
[www.townofbrighton.org](http://www.townofbrighton.org)

EXHIBIT NO. 13

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated November 30, 2012 from Deputy Highway Superintendent Timothy J. Anderson regarding authorization to declare two welders and one Bobcat Hydraulic Planner surplus and to approve the trade of the two used welders for one new welder and to approve the trade of the used Bobcat Hydraulic Planner towards a new hydraulic planner, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby declares two Miller Welders (Asset #s 002206 and 002282) and one Bobcat 18" Hydraulic Planner (S/N 231612559) as surplus and authorizes the Deputy Highway Superintendent to trade the two used welders for one new welder and to approve the trade of the used Bobcat Hydraulic Planner towards the purchase of a new hydraulic planner.

Dated: December 12, 2012

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



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

November 30, 2012

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

Re: Authorize Disposal of Certain Fixed Assets

Honorable Members:

I recommend that the following equipment are past their useful life and be declared surplus to our needs:

- (2) Miller Welders: Asset # 002206 and Asset #002282
- (1) Bobcat 18" Hydraulic Planner: S/N 231612559

I further recommend that I be authorized to trade the two welders towards one new welder and trade the hydraulic planner towards a new 24" hydraulic planner.

Sincerely,

Timothy J. Anderson  
Deputy Highway Superintendent

Cc: S. Zaso  
A. Banker  
M. Hussar  
T. Keef



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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated December 3, 2012 from Town Planner Ramsey A. Boehner regarding authorization for the Supervisor to execute an agreement with Bero Architecture, PLLC to prepare Cultural Resources Surveys as needed by the Historic Preservation Commission at a cost not to exceed \$400.00 per property survey update and \$1,350.00 per new property survey, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Bero Architecture, PLLC to prepare Cultural Resources Surveys as needed by the Historic Preservation Commission at a cost not to exceed \$400.00 per property survey update and \$1,350.00 per new property survey, said agreement being subject to the review and approval of the Attorney to the Town.

Dated: December 12, 2012

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



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

December 3, 2012

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

Re: Award of Professional Service Contract  
Bero Architecture PLLC  
Cultural Resources Surveys Update and Preparation

Honorable Members:

The Historic Preservation Commission is responsible for the designation of landmarks. Cultural Resources Surveys provide important information to the Commission in determining if properties are worthy of landmark designation. As previously authorized, I have prepared and distributed a request for proposal (RFP) seeking professional services to update and prepare Cultural Resources Surveys.

I recommend that an award be approved for Bero Architecture PLLC to provide professional services to update and prepare Cultural Resources Surveys, in the hourly rate proposed and for a not to exceed amount of \$400 per property survey update and \$1,350 per new survey.

This recommendation is made pursuant to our standard procedure. A written RFP was prepared and sent to four qualified firms. Clark Patterson Associates PC, did not submit a proposal. Landmark Society of Western New York, Inc. offered a not to exceed amount of \$750 per property survey updated and \$1,125 per new survey. Rhen Design offered a not to exceed amount of \$1,440 per property survey updated and \$3,080 per new survey.

Funds are available A.HIST.7515.4.52. The Town will have the option of renewing the contract for an additional year, by mutual agreement.

Sincerely,



Ramsey A. Boehner  
Town Planner

cc: Tim Keef

I:\Ramsey\Town Board\FinanceCommitteeletterHPCConsultingServices.rft



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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated December 3, 2012 from Administrative Court Clerk Diane Burdett regarding authorization for the transfer of \$1,500.00 from Town Court Account A.JSTCE.1110 4.74 (membership and training) to Town Court Account A.JSTCE.1110 2.13 (computer equipment) for the purpose of purchasing replacement computers, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the transfer of \$1,500.00 from Town Court Account A.JSTCE.1110 4.74 (membership and training) to Town Court Account A.JSTCE.1110 2.13 2.13 (computer equipment) for the purpose of purchasing replacement computers.

Dated: December 12, 2012

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

# JUSTICE COURT

TOWN OF BRIGHTON

MONROE COUNTY

2300 ELMWOOD AVENUE, ROCHESTER, NY 14618

PHONE: (585) 784-5152 FAX: (585) 784-5380

<http://www.townofbrighton.org>

JUSTICES  
KAREN MORRIS  
JOHN A. FALK

COURT ADMINISTRATOR  
DIANNE BURDETT  
ASSISTANT COURT CLERK  
MARY JO SCHILLER

December 3, 2012

Town of Brighton  
Finance and Administrative Services Committee  
2300 Elmwood Avenue  
Rochester, N.Y. 14618

RE: Transfer of Funds

Dear FASC Committee Members,

The court is requesting permission to transfer funds from our 400 Account (4.74) Membership and Training to our 200 Account (2.13) Computer Equipment. Several of our computers are 5 years of age or older and require replacement. We have been advised by Sue Wentworth, the town's IT coordinator, that replacement of the two oldest computers will cost \$1500. As the court has the funds to accommodate this replacement in this year's budget and one of the computers earmarked for replacement may need parts/repair, we would ask for your approval to these purchases.

Thank you for your consideration of this request.

Sincerely,



Dianne Burdett  
Administrative Court Clerk

cc: Suzanne Zaso, Finance Director  
file

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that correspondence dated November 28, 2012 from Chief of Police Mark T. Henderson regarding authorization for the payment of \$1,000.00 to the Brighton Fire District as the Town's share of the total cost of \$4,107.00 for the telephone service upgrade at Brighton Fire Station #1 which will be utilized as part of the Town's Emergency Operations Center, and the attachments to said letter be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the payment of \$1,000.00 from the 2012 Police Department budget, line 4.14 (law enforcement supplies) to the Brighton Fire District as the Town's share of the total cost of \$4,107.00 for the telephone service upgrade at Brighton Fire Station #1 which will be utilized as part of the Town's Emergency Operations Center.

Dated: December 12, 2012

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



# Town of Brighton

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



**Mark T. Henderson**  
Chief of Police

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

November 28, 2012

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

**Re: \$1,000 Expenditure to the Brighton Fire District**

Dear Board Members:

As a result of lessons learned from the response to hurricane Sandy, the Brighton Fire District is in the process of planning for and implementing an Emergency Operations Center (EOC) at Brighton Fire Station #1 which is located at 3100 East Avenue.

The EOC is being designed so that all emergency response agencies, including the Brighton Highway Department, operate from one location, thereby enhancing the coordination of the management of a critical event.

The EOC is being planned so that every agency will have the necessary communication resources required to run a major event. The Brighton Fire Department does currently have a location within their facility that would serve as an EOC. The facility has redundant power and Internet capabilities. However, there is a need to upgrade and enhance telephone services. The Brighton Fire Department did solicit and receive quotations. Rel Comm, Brighton Fire Department's communication provider, recommended adding an additional 10 phones and lines to properly outfit the EOC. The total cost for this service will be \$4,107.00.

Attached to this communication is a letter from Mr. Ted Aroesty, the Executive Director for the Brighton Fire District, requesting that the Town of Brighton contribute \$1,000.00 to this project.

I hereby request that the Honorable Town Board authorize the expenditure of \$1,000.00 to the Brighton Fire District and that the cost of this expenditure come from the 2012 Police Department budget, line 4.14, Law Enforcement Supplies.

Respectfully,

Mark T. Henderson  
Chief of Police



**BRIGHTON FIRE DISTRICT**  
**Office of the Executive Director**  
3100 East Ave \* Rochester NY 14610 \* 585-381-3200 \* fax 585-389-1539



November 26, 2012

Chief Mark Henderson  
Brighton Police Department  
Town Of Brighton  
2100 Elmwood Avenue  
Rochester, NY 14618

Dear Chief Henderson,

The Brighton Fire District is excited about the initial planning for the Emergency Operations Center (EOC) that has occurred to date. During the planning it was discussed that there would be a need to increase the capabilities for phone service for the room that will house the EOC.

We have asked our vendor to provide a quotation to complete the necessary enhancements to accommodate up to 10 phones to properly staff the center when it is fully activated. Our vendor was able to provide pricing under a NYS OSG State Contract. The total cost for the work is \$4,107.00.

We are asking that the Police/Town contribute \$1,000 to the work along with the Ambulance. The Fire District would then cover the remaining amount.

I have attached a copy of the quotation for your review and file.

Thanks,

  
Ted Aroesty  
Executive Director

November 15, 2012

## **Brighton Fire District**

3100 East Ave.  
Rochester, NY 14610

Attention: David Patterson  
Prepared By: Joseph A. Marasco

### *Equipemnt List – EOC*

#### **Scope of Work**

Provide for an Emergency Operation Center in the Main Conference Room of Station 1 of the Brighton Fire District. This includes running (4) Cat. 5e station cables terminating on a 12-port faceplate so that designated Analog phones can be plugged in for emergency use.

To accomplish this we will be running the Analog phones through the Mitel phones system. We will have to add a DEI (Digital Expansion Interface) and the appropriate SLM's (Single Line Modules). We will supplying (10) model 9116 Analog phone sets, similar to the phones being deployed at the Districts remote stations.

#### **Equipment**

- (1) MITEL Digital Expansion Interface – allows up to 3 SLM's (Single Line Modules)
- (2) 8-Port Single Line Modules (SLM) – to accommodate Analog Phones

**Equipment - Continued**

- (10) Aastra Model M9116 Analog Phone with Display, Speakerphone and 8 programmable keys
- (1000') Cat 5e Plenum Cable
- (1) 12-Port Faceplate with Red Inserts

<i>Budgetary Pricing</i>
--------------------------

**Installed Cost**

**\$ 4,107.00**

NYS OGS State Contract - Group # 77018 Award # 21350 PT64300

\* The preceding pricing is offered for 45 days from the date of this proposal and does not include NYS Sales Tax, if applicable.

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

**RESOLVED**, that a memorandum dated November 21, 2012 from Director of Personnel and Human Resources Gary Brandt regarding authorization for the Supervisor to execute an extension of one year with EBS-RMSCO (a division of Excellus) to provide management services for the pre-tax employee Flexible Spending Account program for calendar year 2013, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an extension of one year with EBS-RMSCO (a division of Excellus) to provide management services for the pre-tax employee Flexible Spending Account program for calendar year 2013.

Dated: December 12, 2012

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



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

**TO:** Suzanne Zaso, Director of Finance  
**FROM:** Gary Brandt, Director of Personnel & HR   
**DATE:** November 21, 2012  
**RE:** Board Approval for the Supervisor to Extend 2012 Contract  
with EBS-RMSCO for 2013 for FSA TPA Services

I am requesting that FASC and the Town Board authorize the Supervisor to extend the current 2012 contract with EBS-RMSCO (a division of Excellus) for third party administrative (TPA) services to manage our eligible employee pre-tax Flexible Spending Account (FSA) program for 2013.

There will be no fee increases for these services for 2013. The cost will remain at \$2.90 per participant per month.

I recommend approval.

c: MaryAnn Hussar



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that a memorandum dated November 21, 2012 from Director of Personnel and Human Resources Gary Brandt regarding authorization for the Supervisor to execute an agreement with Public Employee Risk Management Associates, Inc. (PERMA) to provide third party administrative services for calendar year 2013 for all Town Workers Compensation claims that are active for claimed injuries occurring prior to January 1, 2010, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Public Employee Risk Management Associates, Inc. (PERMA) to provide third party administrative services for calendar year 2013 for all Town Workers Compensation claims that are active for claimed injuries occurring prior to January 1, 2010.

Dated: December 12, 2012

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



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

**TO:** Suzanne Zaso, Director of Finance  
**FROM:** Gary Brandt, Director of Personnel & HR   
**DATE:** November 21, 2012  
**RE:** Board Approval for the Supervisor to Execute 2013 Contract  
with PERMA for TPA Services for Tail Claims prior to 2010

I am requesting the FASC and the Town Board to authorize the Supervisor to execute an agreement with Public Employer Risk Management Associates, Inc. (PERMA) of Albany, NY for third party administrative (TPA) services for all Town of Brighton Workers' Compensation claims that are active and with a date of accident prior to January 1, 2010. This agreement will be for 2013. There is no cost for this service, however PERMA does require a signed agreement with all clients for TPA services.

At the present time, the Town has two (2) active claims with an accident date prior to January 1, 2010.

I recommend approval.

c: MaryAnn Hussar  
Jerry Doberstein, Paris-Kirwan Assoc.





PERMA

**Public Employer Risk Management Association, Inc.**

9 Cornell Road, Latham, NY 12110 • P.O. Box 12250, Albany, NY 12212-2250  
Tel. (518) 220-1111 • Fax (877) 737-6232 • Toll Free in US (888) 737-6269 • [www.perma.org](http://www.perma.org)

November 12, 2012

Town of Brighton  
William Moehle, Town Supervisor  
2300 Elmwood Avenue  
Rochester, NY 14618

Re: TPA Program Agreement

Dear Mr. Moehle,

Enclosed you will find two (2) renewal copies of the Public Employer Risk Management Association Program Agreement for Third Party Administration Services. Also enclosed is a copy of the Town's open tail claim register.

Please sign and return both copies of the Agreement to PERMA in the enclosed envelope. When all signatures are completed we will then send an original back to you for your records.

Thank you,

Erin Harrington  
Member Services Associate

Enclosures

11/20  
OK to sign -  
Same as 2012  
(no fees to Town)  
Yang

**PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION  
PROGRAM AGREEMENT FOR  
THIRD PARTY ADMINISTRATION SERVICES**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the Town of Brighton, hereinafter referred to as the "Town" or the "member", in relation to administrative and risk management services to be provided by PERMA in connection with the member's obligation to secure and provide workers' compensation for and to its employees.

WITNESSETH:

WHEREAS, the Town desires to become a member of PERMA;

WHEREAS, PERMA provides claims administration and risk management services for local governments and other public employers and instrumentalities of the State of New York in connection with their obligations under the Workers' Compensation Law to secure workers' compensation for their employees;

WHEREAS, the **Town** wishes to obtain such services from PERMA and PERMA wishes to provide them to the **Town**; and

WHEREAS, the **Town** will retain and PERMA will not assume any liability for such compensation.

The conditions of membership agreed upon by and between the parties are as follows:

(1) **Term.** This agreement shall be effective on **January 1, 2013** and shall continue in force from said date until **January 1, 2014** at 12:01 a.m.

(2) **Services.** During the term of this Agreement, PERMA shall provide the member with third-party administration services at the expense of member at the prices set forth in the proposal annexed hereto as Appendix A with respect to all open workers' compensation claims pending against the member as of the effective date of this agreement, to the extent such claims are not already covered by PERMA pursuant to a separate Workers' Compensation Program Agreement entered into between PERMA and member effective 1/1/2010. PERMA may at its discretion and expense elect to subcontract any or all of these services to a subcontractor, including but not limited to Northeast Association Management, Inc. ("NEAMI").

Upon receipt by PERMA of notice of claimed injury occurring prior to 1/1/2010, PERMA, through its designee, shall cause all required forms to be prepared and filed; provide a defense, if required; contact the injured employee or employees, as appropriate; and attend compensation hearings. PERMA or its designee will retain and supervise legal counsel on behalf of and at the expense of the member necessary for the prosecution or defense of any litigation. PERMA's choice of counsel for this purpose is subject to the prior approval of Member, which approval shall not unreasonably be withheld. PERMA has authority to settle any subject claim for not more than Five Thousand Dollars (\$5,000.00) without prior approval by member and at member's expense. Except as so stated, PERMA or its designee may settle and/or pay any subject claim at member's expense only upon the prior approval of member, which approval shall not unreasonably be withheld. The member shall cooperate fully by supplying any information needed or helpful to defend such action and any other information PERMA may request in order for PERMA to perform this agreement.

(3) In entering this agreement, the member does not assign or delegate its liability, if any, under the Workers' Compensation Law to provide compensation to its employees or any of them, but retains all such liability, and PERMA neither accepts nor assumes any such liability, in whole or in part. All losses, loss charges and administrative expenses shall be the sole responsibility of the member.

(4) **Statement of Policy.** As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose

The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of:

1. Loss prevention and safety programs to minimize or eliminate risk of employee injury.
2. **Reserved for future use.**

(b) Loss Prevention

The policy of the member shall be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards.

“Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety officer

who shall be designated by and responsible to the Chief Executive Officer of the member.”

(c) Reporting of Injuries

All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

(5) Reserved for Future Use.

(6) Reserved for Future Use.

(7) Fees.

(a) Retainer. Within three months after the effective day PERMA shall calculate and invoice a retainer amount equivalent to 30 days of estimated average loss charges. Within 30 days after the issue date of said invoice, member shall submit the retainer amount to PERMA. PERMA may draw upon the retainer amount to cover loss charges as they are incurred. PERMA shall submit to member a monthly invoice that (i) lists the actual charges for loss payments, and (ii) deducts said charges from the retainer amount; and (iii) states the amount required to replenish the retainer amount.

Notwithstanding any other provision of this agreement, and in addition to any other legal remedies, PERMA may increase the replenishment amount of the retainer to not more than 90 days of the estimated loss charges at its sole discretion in the event of late payment by member. The retainer will be reviewed and adjusted annually in order to maintain an amount equal to 30 days of estimated loss charges. Upon termination of this agreement, the unused portion of this retainer will be refunded to the member.

(b) Payment. The member shall pay each and every invoice no later than thirty (30) days after the issue date of the invoice.

(8) **Reserved for Future Use.**

(9) **Reserved for Future Use.**

(10) **Bylaws, Rules and Regulations of PERMA.** The member agrees to continue to abide by and is bound by the rules, regulations and bylaws previously supplied to the **Town** which are adopted by the Board of Directors or members of PERMA. Notice of changes to Bylaws, Rules and Regulations of PERMA shall be mailed by PERMA to the **Town of Brighton, 2300 Elmwood Avenue, Rochester, NY 14618.**

(11) **Notice to the Parties.** Notice by either party, as the case may be, shall be effected by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12210, and to the member at its address, **2300 Elmwood Avenue, Rochester, NY 14618.**

(12) Notwithstanding any other provision of this Agreement, the Member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the Member by the New York State Workers' Compensation Law.

(13) **Indemnification.** Member shall defend, indemnify and hold harmless PERMA and its subcontractors, and each of their officers, directors, employees, agents, successors and assigns (collectively, the "PERMA indemnitees") from and against any and all claims, liabilities, damages and expenses of any kind, including reasonable attorneys' fees and disbursements, arising out of or relating to acts or omissions actually or allegedly committed or omitted on or before the effective date of this agreement by member or any of any of its officers, directors, employees, agents or third party

administrators with respect to the administration of workers' compensation claims.

Member's obligations under this section shall survive termination of this agreement.

(14) **File Transfer.** As needed, the member will assist PERMA to facilitate the transfer of complete electronic records. Any and all expenses incurred will be the responsibility of the member and will be invoiced by PERMA within three months of the inception date of this agreement. The data shall be transferred in a format previously approved by PERMA, and shall include for each claim: claimant identifying information (name, social security number, address, occupation, department), claim type (medial or indemnity), a description of the claim and the injuries sustained, complete payment records for each payment made, reserves set and complete file notes. A separate file or report listing total record counts for claims, payment and notes shall also be provided. Comprehensive documentation shall be provided, describing each data field, format, contents, and use within the current recording system. As needed, the member will assist PERMA to facilitate the transfer of the complete paper records of all open claims to arrive at the PERMA office within one week of the Effective Date of this agreement. Any and all expenses incurred will be the responsibility of the member and will be invoiced by PERMA within three months of the inception date of this agreement. Each box of records shall be clearly marked and shall enclose a complete inventory of its contents.

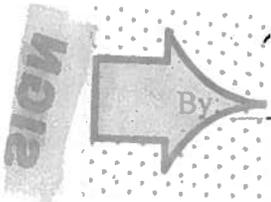
(15) **Amendment of Agreement.** This agreement may not be modified or amended except in writing signed by both parties.

(16) **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the

remainder of the agreement, which shall be in full force and effect and enforceable in accordance with its terms.

(17) **Entire Agreement; Waiver.** This agreement constitutes the entire agreement existing between the parties with respect to its subject matter, and supersedes all prior understandings regarding its subject matter. No waiver or discharge of any breach of this agreement shall be effective unless it is in writing signed by the party granting such waiver or discharge. Any waiver of any breach of any provision of this agreement shall not be deemed a waiver of any subsequent breach of any provision of this agreement.

(18) **Execution in Counterparts.** This agreement may be executed in duplicate counterparts, one for each party, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Title: Supervisor, Town of Brighton

ATTEST:

By: \_\_\_\_\_

**PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION**

By: \_\_\_\_\_  
Stephen Altieri, Chairman, PERMA Board of Directors

By: \_\_\_\_\_  
John Nielsen, President

**APPENDIX A**

**Third Party Administration Services**

**Pricing Indication**

**Date:** 1/1/2013

**Quote Number:** 0001304 TPA

**Quotation For:**

**Broker of Record:**

<b>Town of Brighton</b> 2300 Elmwood Avenue Rochester, NY 14618	<b>Paris Kirwan Associates, Inc.</b> PO Box 40420 Rochester, NY 14604
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We are pleased to offer the following quotation to continue administration of the open tail claims for the Town of Brighton:

**Tail Claims Fees**

Indemnity	\$0 per claim for life of contract
Medical	\$0 per claim for life of contract

## **Terms and Conditions**

- **Tail claims are defined as existing open claim files of the Town of Brighton occurring prior to membership with PERMA, which began on 1/1/2010.**
- **The Town may elect to hire another third party administrator to handle these claims at any time with 60 days written notice to PERMA. Any fees charged will be prorated accordingly.**
- **PERMA is not assuming any of the outstanding liabilities for these claims under this contract.**
- **Claims Deposit: The Town continues to be responsible to PERMA to reimburse us for all medical, indemnity, and other related expenses for all of the listed tail claims administered by PERMA. A deposit is required and drawn down for claims payments. The Town will need to replenish their deposit monthly. The amount required for this fund will be equal to approximately one month's average claims payments and will be reviewed and adjusted annually.**
- **Workers' Compensation Board Assessments relating to any of the Town's open tail claims remain the responsibility of the Town. PERMA will provide the required data for the Town to report to the Workers' Compensation Board for calculation of their Assessments, if any.**

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that a memorandum dated December 4, 2012 from Director of Finance Suzanne Zaso and Chief of Police Mark Henderson regarding authorization for a budget appropriation from the Police Department's seized funds reserve (A 889.TREAS) to contracted services (A.POLICE.3120 4.49) in the amount of \$570.00 to cover approximately 195 of the implementation cost of the new payroll and attendance system with Paychex, be received and filed; and be it further

**RESOLVED**, that the Town Board hereby authorizes a budget appropriation from the Police Department's seized funds reserve (A 889.TREAS) to contracted services (A.POLICE.3120 4.49) in the amount of \$570.00 to cover approximately 19% of the implementation cost of the new payroll and attendance system with Paychex.

Dated: December 12, 2012

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



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

### MEMORANDUM

To: The Honorable Town Board  
Attn.: Finance and Administrative Services Committee  
From: Suzanne Zaso, Director of Finance *M*  
Mark Henderson, Chief of Police  
Date: December 4, 2012  
Subject: Appropriate Seized Funds for Payroll Implementation

Through Police Chief Mark Henderson, the Town has secured approval from the U.S. Department of Justice to allow the use of equitably shared funds by the Police Department of contribute a pro-rated shared of the cost to implement a new payroll system along with a pro-rated share of the annual operating costs.

As the Town is currently in the implementation process of a new payroll with time and attendance system with Paychex, we are requesting that the Town Board authorize a budget appropriation from the Police Department's seized funds reserve (A 889.TREAS) to contracted services in A.POLCE.3120 4.49 in the amount of \$570, which is 19% of the total implementation cost of \$3,000).

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

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 12th day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

**RESOLVED**, that a draft Local Law entitled "Prohibition within the Town of Brighton of Natural Gas and Petroleum Exploration and Extraction Activities, the Underground Storage of Natural Gas, and the Disposal of Natural Gas or Petroleum Extraction, Exploration, and Production Wastes" be received and filed; and be it further

**RESOLVED**, that the Town Board hereby sets a public hearing on said proposed Local Law for January 9, 2013 at 7:30 pm or as soon thereafter as the matter can be heard, at the Brighton Town Hall, 2300 Elmwood Avenue, Brighton for the purpose of hearing testimony and evidence regarding said proposed Local Law, and it is hereby further

**RESOLVED**, that the Town Board hereby directs the Town Clerk to post and publish such notice of said public hearing as required by law.

Dated: December 12, 2012

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

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**Town of Brighton**

**Local Law No. 1 of the year 2013.**

**A local law “to effect a Prohibition Within The Town of Brighton of Natural Gas and Petroleum Exploration and Extraction Activities, The Underground Storage Of Natural Gas, and The Disposal of Natural Gas or Petroleum Extraction, Exploration, and Production Wastes.”**

Be it enacted by the **Town Board** of the Town of Brighton, as follows:

Section 1. TITLE

This Local Law shall be known as the:

**“Prohibition within the Town of Brighton of Natural Gas and Petroleum Exploration and Extraction Activities, the Underground Storage of Natural Gas, and the Disposal of Natural Gas or Petroleum Extraction, Exploration, and Production Wastes.”**

Section 2. AUTHORITY AND INTENT; FINDINGS; PURPOSE

A. This Local Law is intended and declared to be consistent with and is adopted pursuant to the authority granted to the Town Board under the New York State Constitution and the laws of the State of New York, including but not limited to the following authorities: New York State Constitution Article IX, Section 2(c)(6), 10; Municipal Home Rule Law § 10; Statute of Local Governments §10, Environmental Conservation Law § 17-1101 and § 27-0711; and Public Health Law §§ 228(2), (3).

This Local Law is a police power and land use regulation. This Local Law is intended, and is hereby declared, to address matters of local concern. It is further declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as, and is hereby declared to exercise, the permissive “incidental control” of land uses as are concerned with the

broad area of land use planning and the physical use of land and property within the Town, including physical externalities associated with certain herein-identified land uses, such as negative impacts on roadways, traffic congestion, and other deleterious impacts upon a community. This Law is not intended to regulate the operational processes of any business or industry. This Local Law is a law of general applicability and is intended and declared to promote the interests of the community as a whole.

As is consistent with law (including, without limitation NY ECL § 27-0711) this Local Law intends to, and hereby does, regulate certain land uses so as to promote the health and welfare of the citizens of the Town by, among other things, regulating or prohibiting the dumping, discharging, injection and disposal of materials herein defined as "Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes" on lands and in bodies of water within the Town. Further, this Local Law is intended and declared to protect drinking water supplies and is intended and declared to supplement and enhance, but not limit or impinge upon, the Safe Drinking Water Act and the Underground Injection Control programs administered by the Environmental Protection Agency. This Local Law is also intended and declared to impose conditions and restrictions on certain uses of property that are directly related and incidental to the use of property, with such conditions and restrictions being aimed at minimizing or precluding adverse impacts in and upon the Town that could result from a certain uses of property that pose a unique risk of adverse impacts to, and effects upon, the comfort, peace, enjoyment, health and safety of residents and their property.

B. The Town Board has found, determined, and made the following declarations of findings:

1. Brighton takes great pride in and assigns great value to its residential character, parkland and openspace, and scenic and other natural resources.
2. Maintaining the quality of water resources within the Town is critical to protecting the natural environment of the Town, the general health and welfare of Town residents, and the local economy. Certain of the activities described in Section 6 of this Local Law have the potential to damage surface and ground water resources, in the event of (by way of example) human error, power outages, flooding or other natural disasters, or engineered materials and structures experiencing stresses beyond those for which they were designed. Water pollution is hazardous to the public health.
3. Preservation of the Town's irreplaceable open space, air quality and water quality, and unique character, is of significant value to the inhabitants of the Town and its residents.
4. The Town's rich natural environment is a valuable asset that creates a sense of identity and well-being for residents of the area. Preserving and protecting the scenic, recreational, and other natural resources of the Town is important for both a healthy environment and vibrant economy. Aesthetic issues are real and evoke strong reactions from people; they also deeply affect the way people feel about a place, and effect whether businesses or residents will want to locate within or visit a place.

The Town of Brighton has repeatedly demonstrated this by adopting its open space Acquisitions and development plan, funding such plan through the overwhelming approval of a referendum to issue indebtedness for such principal, and implementing the plan

most recently by acquiring approximately 72 acres of open space between Elmwood Avenue and Westfall Road in the Town.

5. Allowing the activities described in Section 6 of this Local Law could impair the existing character of the Town because, by their very nature, such activities have the potential to produce a combination of negative impacts upon the environment and people living in, or in proximity to, the areas or communities in which such activities are located. Such negative impacts may include, without limitation, traffic, noise, vibrations, fumes, damage to roadways, degradation of water quality, degradation of air quality, decreased availability of affordable housing, damage to and loss of open space, natural areas and scenic views, the fragmentation of natural communities and valuable wildlife and flora corridors and decreased recreational opportunities.
6. If one or more of the activities described in Section 6 of this Local Law are conducted within the Town, traffic generated thereby could be hazardous or inconvenient to the inhabitants of the Town and could be dangerous to pedestrians (especially children), cyclists, and motorists, and could result in traffic congestion that could delay emergency response times for medical emergencies, fires and accidents. Certain of the activities described in Section 6 of this Local Law typically involve a large volume of heavy vehicles and accidents involving heavy vehicles have greater potential for death or serious injuries and property damages than those involving smaller vehicles. An increased volume of heavy vehicular traffic may cause, contribute to, or create unsafe conditions for the traveling public and thus place a strain on emergency responders. Increased heavy vehicular traffic also tends to increase air pollution and noise levels, and decrease the quality of life and property values for those living nearby. Roads are a critical public resource and constitute a major investment of the public's money. The Town is not in a position to bear the high costs associated with the road use impacts that typically accompany many of the activities described in Section 6 of this Local Law.
7. If one or more of the activities described in Section 6 of this Local Law are conducted within the Town, the air pollution, dust, noise, vibrations, and odors generated thereby (whether onsite or by truck traffic to and from the proposed site of such activities) could be hazardous to the inhabitants of the Town. Air pollution is a known hazard to the public health.
8. If one or more of the activities described in Section 6 of this Local Law are conducted within the Town, noise, vibrations, seismic, subterranean, lateral and subjacent support impacts, and light pollution typically caused by such activities, could be hazardous or inconvenient to the inhabitants of the Town. Noise, traffic congestion, nighttime lighting, vibrations, and seismic and other impacts to subterranean surface support, can have negative effects on human health and wildlife.

9. The creation, generation, keeping, storage or disposal of Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes (as that term is defined at Section 5 of this Local Law) within the Town could have a negative impact on the public health, safety and welfare of the inhabitants of the Town.
10. The high costs associated with the disposal of Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes (as that term is defined at Section 5 of this Local Law) have in other localities resulted, and could in our Town result, in persons seeking to avoid such costs by depositing such material along roadways or in waterways, in vacant lots, on business sites, in the private dumpsters of others, or in other unauthorized places. Such activities could pose a hazard to the public health, safety, and welfare of the inhabitants of the Town.
11. Pipelines under 125 psi and less than 6" diameter are presently not regulated by the federal or New York state governments; yet such pipelines may pose many of the same dangers as larger or regulated lines when ruptured or impaired. In any event, such pipelines also require a clear zone for reasons of inspection, maintenance, and access.
12. The Town has been the home of limited light industrial activity, and the Town's Zoning Code does not permit heavy industrial activity nor has such activity been carried out in the Town. The Town Board believes it is appropriate to ensure that any industrial activity contemplated for the Town take place only if compatible with present land uses and with the Town's Comprehensive Plan.
13. Evaluation and determination of whether the activities described in Section 6 of this Local Law are appropriate for the Town is a legitimate goal of land use policy and laws; indeed, the exclusion of specified industrial uses is a legitimate and judicially recognized and supported goal of such laws.

C. The purposes respecting this Local Law are as follows:

1. Purposes. This Local Law is enacted so as to take proactive steps to protect and preserve the quality of the Town's air, water, historic resources, and other assets, and to protect and promote the health, safety, and welfare of the Town and its present and future residents. Without limiting the generality of the foregoing, this Local Law is intended and declared by the Town Board to:

- a. promote the purposes of planning and land use regulation by, among other things, preserving the roads and protecting limited and related fire, police, and other emergency response services in the Town;
- b. promote the health, safety and welfare of the Town, its present and future inhabitants, by preventing adverse public nuisances and/or land use impacts and effects that could result if the activities prohibited by Section 6 of this Local Law were allowed to be conducted within the Town;
- c. protect the Town's priceless and unique character, the preservation of which is of significant value to the inhabitants of the Town, by protecting it from adverse public nuisances and/or land use impacts and effects that could result if the activities prohibited by Section 6 of this Local Law were allowed to be conducted within the Town; and
- d. protect the Town's irreplaceable historic, scenic, and natural resources, and the Town's water and air quality, by protecting each and all of the same from adverse public nuisances and/or land use impacts and effects that could result if the activities prohibited by Section 6 of this Local Law were allowed to be conducted within the Town.

**Section 3. DEFINITION OF THIS "LOCAL LAW," "THIS LAW," ETC., AND CONSTRUCTION OF TERMS**

As used herein, the term "this Local Law" (or its equivalent) shall mean and refer to Town of Brighton Local Law No. 1 of 2013. As used in Article II of this Local Law, the terms "this Law," "this chapter," and "herein" shall mean and refer to this Local Law, as the same may be amended from time to time. The term "shall" is mandatory, and the term "may" is permissive. Any word that is gender-referenced shall be construed to include all genders and the neuter/neutral of such term. Capitalized words shall have the meanings ascribed to them whenever the meaning or context thereof so admits or requires. Defined words and phrases that are not capitalized shall be presumed to be capitalized and deemed defined words and phrases, unless the context thereof admits or requires otherwise.

**Section 4. INTERPRETATION**

The statements of authority, intent, findings, and purpose are legislatively adopted along with the formal text of this Local Law. Such statements of authority, intent, findings, and purpose are intended and declared to be a material part of this Local Law, a legal guide to the administration and interpretation of this Local Law, and a part of the legislative history of this Local Law.

## Section 5. DEFINITIONS

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

**Below-Regulatory Concern** - Radioactive material in a quantity or of a level that is distinguishable from background (as that phrase is defined at 10 CFR §20.1003), but which is below the regulatory thresholds established by any regulatory agency otherwise having jurisdiction over such material in the Town.

**Gathering Line, Or Production Line** - Any system of pipelines (and other equipment such as drip stations, vent stations, pigging facilities, valve boxes, transfer pump stations, measuring and regulating equipment, yard and station piping, and cathodic protection equipment) used to move oil, gas, or liquids from a point of production, a treatment facility, or a storage area to a transmission line, which is exempt from the Federal Energy Regulatory Commission's jurisdiction under section 1(b) of the Natural Gas Act, and which does not meet the definition of a "Major utility transmission facility" under the Public Service Law of New York, Article 7, §120(2)(b).

**Injection Well** - A bored, drilled, or driven shaft whose depth is greater than the largest surface dimension, or a dug hole whose depth is greater than the largest surface dimension, through which fluids (which may or may not include semi-solids) are injected into the subsurface and less than ninety (90) percent of such fluids return to the surface within a period of ninety (90) days.

**Land Application Facility** - A site where any Natural Gas Exploration And/Or Petroleum Production Wastes are applied to the soil surface or injected into the upper layers of the soil.

**Natural Gas** - Methane and any gaseous substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarefied state at standard temperature and pressure conditions, and/or gaseous components or vapors occurring in or derived from petroleum or other hydrocarbons.

**Natural Gas And/Or Petroleum Exploration Activities** - Geologic or geophysical activities related to the search for natural gas, petroleum or other subsurface hydrocarbons, including prospecting, geophysical and geologic seismic surveying and sampling techniques, *but only to the extent* that such activities involve or employ core, rotary, or any other type of drilling or otherwise make any penetration or excavation of any land or water surface in the search for and evaluation of natural gas, petroleum, or other subsurface hydrocarbon deposits.

Natural Gas And/Or Petroleum Extraction Activities - The digging or drilling of a well for the purposes of exploring for, developing, or producing natural gas, petroleum, or other subsurface hydrocarbons, including, without limitation, any and all forms of shale fracturing.

Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes - Any of the following in any form whether or not such items have been excepted or exempted from the coverage of any federal or state environmental protection laws, or have been excepted from any statutory or regulatory definition(s) of "industrial waste," "hazardous," or "toxic," and whether or not such substances are generally characterized as waste: (a) Below-Regulatory Concern radioactive material, or any radioactive material which is not Below-Regulatory Concern but which is in fact not being regulated by the regulatory agency otherwise having jurisdiction over such material in the Town, whether naturally occurring or otherwise, and in any case relating to, arising in connection with, or produced by or incidental to the exploration for, the extraction or production of, or the processing, treatment, or transportation of, natural gas, petroleum, or any related hydrocarbons; (b) natural gas or petroleum drilling fluids; (c) natural gas or petroleum exploration, drilling, production or processing wastes; (d) natural gas or petroleum drilling treatment wastes (such as oils, frac fluids, produced water, brine, flowback, sediment, and/or any other liquid or semi-liquid material); (e) any chemical, waste oil, waste emulsified oil, mud, or sediment that was used or produced in the drilling, development, transportation, processing, or refining of natural gas or petroleum; (f) soil contaminated in the drilling, transportation, processing, or refining of natural gas or petroleum; (g) drill cuttings from natural gas or petroleum wells; or (h) any other wastes associated with the exploration, drilling, production, or treatment of natural gas or petroleum. This definition specifically intends to include some wastes that may otherwise be classified as "solid wastes which are not hazardous wastes" under 40 C.F.R. § 261.4(b). The definition of this Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes does not include (i) recognizable and non-recognizable food wastes.

Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes Disposal/Storage Facility - Any of the following: (a) tanks of any construction (metal, fiberglass, concrete, etc.); (b) impoundments; (c) pits; (d) evaporation ponds; or (e) other facilities, in any case used for the storage or treatment of Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes that: (i) are being held for initial use, (ii) have been used and/or are being held for subsequent reuse or recycling, (iii) are being held for treatment, or (iv) are being held for storage.

Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes Dump - Land upon which Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes, or their residue or constituents before or after treatment, are deposited, disposed, discharged, injected, placed, buried or discarded, without any intention of further use.

**Natural Gas And/Or Petroleum Support Activities** - Shall mean and be any one or more of the following: (a) Natural Gas Compression Facility; (b) Natural Gas Processing Facility; (c) Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes Disposal/Storage Facility; (d) Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes Dump; (e) Land Application Facility; (f) Non-Regulated Pipelines; (g) Underground Injection; or (h) Underground Natural Gas Storage.

**Natural Gas Compression Facility** - Those facilities or combinations of facilities that move natural gas or petroleum from production fields or natural gas processing facilities in pipelines or into storage; the term shall include equipment for liquids separation, natural gas dehydration, and tanks for the storage of waste liquids and hydrocarbon liquids.

**Natural Gas Processing Facility** - Those facilities that separate and recover natural gas liquids (NGLs) and/or other non-methane gases and liquids from a stream of produced natural gas, using equipment for any of the following: cleaning or stripping gas; cooking and dehydration; residual refinement; treating or removing oil or condensate; removing water; separating NGLs; removing sulfur or carbon dioxide; fractionation of NGLs; and/or the capture of CO<sub>2</sub> separated from natural gas streams.

**Non-Regulated Pipelines** - Those pipelines that are exempt or otherwise excluded from regulation under federal and state laws regarding pipeline construction standards or reporting requirements, specifically including without limitation production lines and gathering lines.

**Person** - Any individual, public or private corporation for profit or not for profit, association, partnership, limited liability company, limited liability partnership, firm, trust, estate, and any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

**Pipeline** - All parts of those physical facilities through which petroleum, gas, hazardous liquids, or chemicals move in transportation (including pipes, valves and other equipment and appurtenances attached to pipes, such as drip stations, vent stations, pigging facilities, valve boxes, transfer pump stations, measuring and regulating equipment, yard and station piping, and cathodic protection equipment), whether or not laid in a public or private easement or right of way within the Town. This includes, without limitation, gathering lines, production lines, and transmission lines.

**Radioactive Material** - Material in any form that emits radiation. This definition specifically includes NORM (naturally occurring radioactive material), but only if such naturally occurring material has been moved from its naturally occurring location through an industrial process. All such material is "radioactive material" for purposes hereof, whether or not it is otherwise exempt from licensing and regulatory control pursuant to the NYS Department of Labor, the US Nuclear Regulatory Commission, the US Environmental Protection Agency, the US Department of Energy, the US Department of Transportation, or any other regulatory agency.

**Radiation** - The spontaneous emission of particles (alpha, beta, neutrons) or photons (gamma) from the nucleus of unstable atoms as a result of radioactive decay.

**Subsurface** - Below the surface of the earth, or of a body of water, as the context may require.

**Town** - The Town of Brighton, Monroe County, New York.

**Town Board** - The Town Board of the Town.

**Transmission Line** - A pipeline that transports oil, gas, or water to end users as a public utility and which is subject to regulation either by: (a) the Federal Energy Regulatory Commission's jurisdiction under section 1(b) of the Natural Gas Act, or (b) as a "Major utility transmission facility" under the Public Service Law of New York, Article 7, §120(2)(b).

**Underground Injection** - Subsurface emplacement of Natural Gas And/Or Petroleum Extraction, Exploration Or Production Wastes, including without limitation, emplacement by or into an Injection Well.

**Underground Natural Gas Storage** - Subsurface storage, including without limitation in depleted gas or oil reservoirs and salt caverns, of natural gas that has been transferred from its original location, whether for the purpose of load balancing the production of natural gas or for any other reason, including without limitation short-term, long-term, or intermittent storage for product quality, processing, or transportation purposes, or because of market conditions. Without limitation, this term includes compression and dehydration facilities, and associated pipelines.

**Zoning Board of Appeals of the Town - ZBA**

**Section 6. PROHIBITION WITHIN THE TOWN OF NATURAL GAS AND/OR PETROLEUM EXPLORATION ACTIVITIES, NATURAL GAS AND/OR PETROLEUM EXTRACTION ACTIVITIES, AND NATURAL GAS AND/OR PETROLEUM SUPPORT ACTIVITIES**

A. Subject to the provisions of sub-section B of this Section 6, below, it shall be unlawful for any person to use, cause, allow, or permit to be used, any land (including all surface and subsurface lands), body of water or waterway (whether upon or below-ground), building, or other structure located within the Town for any of the following: (i) any Natural Gas And/Or Petroleum Exploration Activities; (ii) any Natural Gas And/Or Petroleum Extraction Activities; or (iii) any Natural Gas And/Or Petroleum Support Activities.

B. The prohibitions set forth above in sub -section A of this Section 6, above, are not intended, and shall not be construed, to: (x) prevent or prohibit the right to use roadways in commerce or otherwise for travel; (y) prevent or prohibit the transmission of natural gas through utility pipes, lines, or similar appurtenances for the limited purpose of supplying natural gas to residents of or buildings located in the Town; or (z) prevent or prohibit the incidental or normal sale, storage, or use of lubricating oil, heating oil, gasoline, diesel fuel, kerosene, or propane in connection with legal residential, business, commercial, and other uses within the Town.

#### Section 7. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than Five Thousand Dollars (\$5,000) or imprisonment for not more than 30 days, or both, for the first offense. Any subsequent offense within a twelve month period shall be punishable by a fine of not more than Ten Thousand Dollars (\$10,000) or imprisonment for a period of not more than 90 days, or both. For purposes of this Clause A., each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. In addition, an action or proceeding may be instituted in the name of the Town in any court of competent jurisdiction, to prevent, restrain, enjoin, correct, enforce, and/or abate any violation of, or non-conformance with, any provision or requirement of this Local Law. Additionally, any action may be so commenced to declare the rights of the Town and of any other Persons relative to any justiciable controversy arising from, under, or in relation to this Local Law, whether pertaining to its interpretation, application, legality, or enforceability, or otherwise. No such action or proceeding shall be commenced without the appropriate authorization from the Town Board. If equitable relief is requested in the form of an temporary restraining order, a temporary injunction, or an injunction, or by any other form of prohibition or similar relief, the Town shall not be required to post any bond or undertaking as a condition or requirement for or of such relief, and the Town shall not be required to prove or show a lack of an adequate remedy at law. No right, remedy, or penalty specified in this Section 7 shall be the or an exclusive remedy of the Town, and each remedy or penalty specified in this Section 7 shall be in addition to, and not in substitution for or in limitation of, any other remedies or penalties specified in this Local Law or permitted inequity or by any applicable law, rule, order, or regulation. Any remedy or penalty specified in this Local Law may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this Section 7.

C. In addition, the Town's Chief of Police or Commissioner of Public Works, or either of their designees, may issue stop work orders or compliance notices relative to any violation of this Local Law. The failure of any Person to comply with any such notice or order shall be and be deemed a violation of any other applicable law or ordinance, including, without limitation, the Town's Comprehensive Development Regulations and its related rules and regulations, and the New York Executive Law, § 382, and, in each case, such non-compliance or violation may also be enforced as such.

D. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all necessary costs incurred by the Town relative thereto, including attorneys', engineering, consulting, and experts' fees; provided, however, that any responsibility or liability therefor, and the amount thereof, shall be determined by a Court or other tribunal of competent jurisdiction, and this clause shall be interpreted, construed, and applied only to the maximum extent permitted by applicable law.

#### Section 8. 'GRANDFATHERING' OF LEGAL, PRE-EXISTING NON-CONFORMING USES.

Notwithstanding any provision hereof to the contrary, any Natural Gas And/Or Petroleum Extraction Activities that are being conducted in the Town as of the effective date of this Local Law shall be subject to the following:

A. If, as of the effective date of this Local Law, substantive Natural Gas And/Or Petroleum Extraction Activities are occurring in the Town and those activities are in all respects being conducted in accordance with all applicable laws and regulations, including, without limitation, the possession of valid non-revoked permits for all matters for which permits are required, and including compliance with each, any, and any listed permit conditions, as are or may be required by the New York State Department of Environmental Conservation ("DEC"), and all other regulating local, state, and/or federal governments, bureaus, or agencies, then and only then such Activity shall be considered a pre-existing, non-conforming use and shall be allowed to continue, subject, however, to the provisions of sub-Clauses B and C of this Section 8. Natural Gas And/Or Petroleum Extraction Activities that are being conducted in the Town as of the effective date of this Local Law and which do not qualify for treatment under the preceding standard of this sub-Clause A of this Section 8 shall not be grandfathered (or be permitted to continue or deemed lawful pre-existing uses), and shall in all respects be prohibited as contemplated by Section 6 hereof.

B. Upon the depletion, closing, or reclamation of any well which is allowed to remain in operation after the effective date of this Local Law by virtue of sub-Clause A of this Section 8, or upon any other substantive cessation of Natural Gas And/Or Petroleum Extraction Activities for a period of more than twelve (12) months, then, and in either of such events, the pre-existing and/or non-conforming use status (and any related "grandfathering rights") of or relating to such activity shall terminate, and thereafter such Natural Gas And/Or Petroleum Extraction Activities shall in all respects be prohibited as contemplated by Section 6 hereof.

C. Notwithstanding any provision hereof to the contrary, the pre-existing, non-conforming status conferred and recognized by sub-Clause A of this Section 8 is not intended, and shall not be construed, to authorize or grandfather any Natural Gas And/Or Petroleum Extraction Activities

extending beyond whatever well bore is authorized in any DEC permit in existence as of the effective date of this Local Law. Any expansion, or attempted or purported expansion, of such well, whether as to its production, depth, horizon(s), or otherwise, shall not be grandfathered under sub-Clause A of this Section 8, and instead shall in all respects be prohibited as contemplated by Section 6 hereof. Any such 'grandfathered' and allowed lawful pre-existing uses shall not possess any right to expand such non-conforming use, whether above or below ground, and no such right shall be deemed, construed, or implied to exist.

**Section 9. CONFLICTING APPROVALS OR PERMITS WITHOUT FORCE OR EFFECT WITHIN THE TOWN.**

Except as contemplated by Section 10 of this Local Law, no permit or approval issued by any local agency, department, commission, or board shall be deemed to grant any rights, permissions, or approvals to undertake activities within the Town of Brighton when or to the extent that such activity or activities would violate the prohibition set forth at Section 6 of this Local Law.

**Section 10. HARDSHIP EXEMPTION.**

A. There is hereby established a mechanism by which persons aggrieved by a decision or determination of the Town's Code Enforcement Officer (or other administrative official or body charged with the enforcement of this Local Law) regarding Section 6 of this Local Law (or otherwise) may make appeal to the Zoning Board of Appeals for a Hardship Exemption from the provisions of said Section 6 (or any other provision or requirement of this Local Law). The Zoning Board of Appeals shall have the power, upon an appeal from a decision or determination of the Code Enforcement Officer or other administrative official or body charged with the enforcement of this Local Law, after public notice and hearing and in accordance with the requirements of law and this Local Law, to consider applications for a Hardship Exemption from the provisions of Section 6 of this Local Law. Applicants for a Hardship Exemption should consult the succeeding provisions of this Section 10, as well as Section 11 of this Local Law, for a specification of application requirements and the procedural mechanisms involved in the consideration by the Zoning Board of Appeals of an application for a Hardship Exemption.

B. No such Hardship Exemption shall be granted by the Zoning Board of Appeals without a showing by the applicant that enforcement of Section 6 of this Local Law as to such applicant has caused an "unnecessary hardship." For purposes hereof, and in order to prove the existence of an unnecessary hardship for purposes hereof, the applicant must demonstrate to the Zoning Board of Appeals satisfaction compliance with and/or proof of each of the following four standards or conditions: (i) that unless the applicant is granted a Hardship Exemption from the provisions of Section 6 of this Local Law the applicant cannot realize a reasonable rate of return on the entire parcel of property, and such lack of return is substantial as demonstrated by competent financial evidence; (ii) that the alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the neighborhood or other area in the vicinity of the applicant's property; (iii) that the alleged hardship has not been self-created; and (iv) that the requested Hardship Exemption, if granted, will not alter the essential character of the neighborhood or other area in the vicinity of the applicant's property in an adverse manner. For purposes of interpreting and applying the above four standards and matters of proof, the following shall apply:

1. *Reasonable Rate of Return.* In evaluating whether the applicant can realize a reasonable rate of return for purposes hereof, the Zoning Board of Appeals shall examine whether the site of the proposed project and all adjacent lands in common ownership, are incapable of producing a reasonable rate of return. No Hardship Exemption shall be granted unless, in addition to satisfying all other applicable provisions of this Local Law, the Zoning Board of Appeals finds that the applicant has clearly demonstrated, by detailed "dollar and cents" proof, the inability to obtain a reasonable return for the entire parcel (and not just the site of the proposed project) unless the applicant is granted a Hardship Exemption from the provisions of Section 6 of this Local Law.

2. *Unique Hardship.* No Hardship Exemption shall be granted unless, in addition to satisfying all other applicable provisions of this Local Law, the Zoning Board of Appeals finds that the entire parcel of land which the project is a part possesses unique characteristics that distinguish it from other properties in the neighborhood or other area in the vicinity of the applicant's property. The applicant must demonstrate the unique nature of parcel as a whole. The fact that the property is then unimproved, shall not be deemed sufficient to make the plight of the property unique or to contribute thereto. Exceptional topography is an example of a factor demonstrating the unique nature of the property.

3. *Self-Created Hardship.* The Zoning Board of Appeals may find that the applicant suffers from a self-created hardship in the event that the Board finds that (i) the applicant's inability to obtain a reasonable return on the property as a whole results from having paid too much or from a poor investment decision; (ii) the applicant previously divided the property and is left with only a portion which suffers from some unique condition for which relief is sought and which did not apply to the parcel as a whole; or (iii) when the applicant purchased the property applicant knew or should have known that the property was subject to this Local Law.

4. *Adverse Alteration of Essential Character of the Neighborhood or Other Area in Vicinity.* In making its determination of whether the proposed project will adversely affect the essential character of the neighborhood or other area in the vicinity of the applicant's property, the Zoning Board of Appeals shall take into account factors that are of vital importance to the citizens of the Town including without limitation: (i) the residential, and historic character and resources of the Town; (ii) the Town's irreplaceable open space, recreation, and historic sites; (iii) the extent of hazard to life or property that may result from the proposed project; (iv) health impacts; (v) the social and economic impacts of traffic, congestion, noise, dust, odors, emissions, solid waste generation, and other nuisances; (vi) the impact on property values; and (viii) whether the applicant will use a style of development that may result in degradation to the air quality, water quality, or historic, scenic, and natural resources of the Town. In order to find that the proposed project does not alter the essential character of the neighborhood or other area in the vicinity of the applicant's property, the Zoning Board of Appeals shall interpret the public interest in said essential character of the neighborhood or other area to require, at a minimum, that the project will not do any of the following: (x) pose a threat to the public safety, including public health, water quality, or air quality, (y) cause an extraordinary public expense, or (z) create a nuisance.

C. In addition to any other application requirements from time to time established pursuant to this

Local Law, an application for any Hardship Exemption shall contain a narrative explaining what the application is for and how the project meets or exceeds all of the criteria for a Hardship Exemption. Such submissions shall include the following:

1. With respect to a claim that the applicant cannot realize a reasonable rate of return, the applicant shall provide financial evidence containing reasonable specification of the nature and factual particulars of such claim, including, at a minimum (as to the entire parcel of which the proposed project is a part): (a) the date(s) of acquisition of the property; (b) the purchase price; (c) present value of the property; (d) the amount of real estate taxes; (e) the amount of mortgages or liens and other expenses; (f) the asking price for the property when it had been offered for sale; (g) the costs of demolishing any existing structures on the property; (h) efforts to market the property; (i) a schedule of all other property in common ownership at either the date of the enactment of this Local Law or thereafter; and (j) "dollars and cents proof," such as appraisals, economic studies, and any other such evidence supporting the applicant's contention that the grant of a Hardship Exemption is appropriate. For purposes of this Local Law, common ownership means all other interests in property either located within the Town or contiguous to the Town that is held by any of the applicants (if more than one), whether such ownership is of a legal or equitable interest, in whole or in part, contiguous or not, and whether such property interest is held by any of the applicants through a legal or equitable interest in a(nother) corporation, partnership, trust, business, entity, association, fund, joint venture, or individually.
2. Environmental Assessment Form. A completed draft of a Long Form Environmental Assessment Form, Part I, regarding the proposed project. Any action in consideration of whether to deny, grant, or grant with conditions such application shall be and be deemed a Type I Action under SEQRA, including, without limitation, 6 NYCRR Part 617, § 617.4.
3. With respect to a claim that, if granted, the requested Hardship Exemption will not adversely alter the essential character of the neighborhood or other area in the vicinity of the applicant's property, the applicant must demonstrate that the proposed project will not adversely affect such essential character with regard to the physical, economic, social or environmental elements of such neighborhood or area. Examples of adverse impacts to the essential character of the neighborhood or other area include, without limitation, decreased quality or increased quantity of stormwater runoff, increased soil erosion, increased traffic or congestion, decreased road quality or roadway damages, increased noise, dust, odor and/or glare, reduced wildlife habitat, decreased air quality, decreased water quality, impairment of viewsheds, the creation of solid wastes, negative impacts on sustainability efforts, increased social costs, increased emergency response times, negative impacts to public infrastructure, decreased property values, and negative impacts on the health of area residents.

D. In addition to all other application requirements from time-to-time established pursuant to this Local Law, each application for a Hardship Exemption shall also include one or more of the following enumerated reports, analyses, or supporting proofs or documents, and the like, whenever required by the Town Board and not prohibited by applicable law required by the Zoning Board of Appeals, whether in relation to this Local Law, any environmental review of such proposed action (such action being, as allowed or

applicable, the proposed review and/or granting or denial of a Hardship Exemption application), or otherwise, so as to assist the Zoning Board of Appeals in determining whether a grant of the requested Hardship Exemption will adversely alter the essential character of the neighborhood or other area in the vicinity of the applicant's property and/or so as to assist the Zoning Board of Appeals in its determination of whether to deny, grant, or grant with conditions such application:

1. **Description of Surrounding Uses.** The approximate location of all neighboring residential, park or recreational areas, any environmental protection overlay districts designated by the Town, all wetlands, intermittent, seasonal and other streams, rivers, and waterways, significant natural communities, endangered and threatened species and species of concern, and historical or archeologically sensitive or mapped areas within a two (2) mile radius of the perimeter of the site of the proposed use.
2. **Traffic Impact Report.** A traffic impact report containing: (a) the proposed traffic circulation plan and the projected number of motor vehicle trips to enter or leave the site, as estimated for daily and peak hour traffic levels, if the Hardship Exemption is granted; (b) existing and proposed daily and peak traffic hour levels as road capacity levels; (c) a determination of the areas of impact of traffic to and from the proposed project; (d) the proposed traffic routes to the nearest intersection with an arterial highway, including gross weights and heights of vehicles; (e) the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed project if the Hardship Exemption is granted; (f) the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities; (g) a traffic impact analysis of the effects of the proposed project on the transportation network in the Town using passenger car equivalents if the Hardship Exemption is granted; (h) an articulation of the effects and impacts of the proposed project on traffic based on existing conditions and projected future background traffic on the state, county, and Town road system if the Hardship Exemption is granted; and (i) an evaluation of whether the resulting traffic conditions are likely to hinder the passage of police, fire, and emergency response vehicles, or degrade the quality of life or roadways, and/or otherwise contribute to hazardous traffic conditions if the Hardship Exemption is granted.
3. **Road Impact Report.** An evaluation of: (a) appropriate roadway geometry, including required road widths, bridge widths, starting and stopping sight distances, intersection sight distances, and horizontal and vertical curves along the proposed traffic routes; and (b) the adequacy of existing pavement structures along the proposed traffic routes to accommodate the full weight load of any trucks and construction vehicles likely to be used in connection with the proposed project if the Hardship Exemption is granted.
4. **Transportation Plan.** A description of ingress and egress through the proposed project site through which vehicles, equipment, and supplies will be delivered, including: (a) any temporary

or permanent access routes or points provided, or to be provided, during and after construction if the Hardship Exemption is granted; and (b) an identification of any roads, streets, intersections, bridges, and other facilities along the proposed traffic route that do not meet New York State Department of Transportation standards. Such plan shall describe any anticipated improvements to existing roads, bridges, or other infrastructure, any new road or access construction, measures which will be taken to avoid damaging any public or private roads, highways, culverts, or other ways or appurtenances, and the measures that will be taken to restore damaged public or private roads, highways, culverts, or other ways or appurtenances following construction and during operations should the Hardship Exemption be granted.

5. **Noise Impact Report.** A report that shall measure, project, factor, cover, and provide conclusions about, without limitation, low frequency, A-weighted, infrasound, pure tone, and repetitive/impulse noises, containing the following information, studies, or descriptions and conclusions: (a) a description of the existing audible conditions at the project site to identify a baseline sound presence and pre-existing ambient noise, including seasonal variation; (b) a description and map of sound producing features of the proposed project from any noise generating equipment and noise generating operations that will be conducted in connection with the proposed project site if the Hardship Exemption is granted, including noise impacts from vehicular traffic travelling within the Town and/or to and from, or in support of, the proposed project site; (c) with respect to the noise to be generated by construction and the proposed uses of the proposed project site, the range of noise levels and the tonal and frequency characteristics expected, together with a written explanation for the bases for any such expectations or conclusions; (d) a description and map of the existing land uses and structures, including any sensitive area sound receptors (e.g., residences, hospitals, libraries, schools, places of worship, parks, areas with outdoor workers, etc.) within one mile of the project parcel boundaries, which description shall include the location of the structure/land use, distances from the proposed project, and expected decibel readings for each receptor; and (e) a description of the project's proposed noise-control features, including any specific measures proposed to protect off-site persons and/or to mitigate noise impacts for sensitive area receptors.

6. **Visual Assessment.** A visual presentation of how the site of the proposed project will relate to and be compatible with the adjacent and neighboring areas, within a one mile radius of the perimeter of the site of the proposed project, if the Hardship Exemption is granted. This presentation shall include computerized photographic simulation showing the site during construction and fully developed which shows and/or demonstrates any visual impacts from at least four strategic vantage points within the said one mile radius. Color photographs of the proposed site from at least two locations accurately depicting the existing conditions shall be included. The study shall also indicate the color treatment of the facility's components and any visual screening incorporated into the project that is intended to lessen visual prominence.

7. **Report of Natural Gas and/or Petroleum Extraction, Exploration or Production Wastes and Other Wastes.** A report containing a description of Natural Gas and/or Petroleum Extraction, Exploration or Production Wastes and other solid wastes, industrial wastes, hazardous wastes, toxic and/or poisonous substances and pollutants (whether or not any such substances enjoy

exemption or definitional exceptions from state or federal laws otherwise intended to protect the public with respect to hazardous, toxic, or poisonous substances) expected to be produced, stored, injected, discarded, discharged, disposed, released, or maintained on the project site if the Hardship Exemption is granted.

8. **Compatible Uses Report.** A discussion of characteristics of the proposed project that may decrease the Town's and/or the neighborhood's (or other area's) suitability for other uses such as residential, commercial, historical, cultural, tourism, recreational, environmental or scenic uses if the Hardship Exemption is granted.

9. **Fiscal Impact Assessment.** An assessment describing the adverse effects and impacts on Town revenue and costs necessitated by additional public facility and service costs likely to be generated by the proposed project if the Hardship Exemption is granted.

10. **Fire Prevention, Equipment Failure and Emergency Response Report.** A report containing: (a) a description of the potential fire, equipment failures, and emergency scenarios associated with the proposed project that may require a response from fire, emergency medical services, police, or other emergency responders if the Hardship Exemption is granted; (b) an analysis of the worst case disaster associated with the proposed project if the Hardship Exemption is granted, together with an analysis of the impacts of such a disaster upon the health, safety, and welfare of the inhabitants of the Town and their property; (c) a designation of the specific agencies that would respond to potential fires, equipment failures, accidents, or other emergencies if the Hardship Exemption is granted; (d) a description of all emergency response training and equipment needed to respond to a fire, accident, equipment failure, or other emergency, including an assessment of the training and equipment available to local agencies; and (e) the approximate or exact location of all fire, police, and emergency response service facilities within a five mile radius of the perimeter of the site of the proposed use.

11. **Public Facilities and Services Assessment.** An assessment describing: (a) whether current Town public facilities and services, including water supplies, sewer capacity, fire protection, school services, recreation facilities, police protection, roads and stormwater facilities, are adequate for the proposed project (taking into account all other uses that have been permitted or are currently operating in the Town) if the Hardship Exemption is granted; (b) a comparison of the capacity of the public services and facilities to the maximum projected demand that may result from the proposed project if the Hardship Exemption is granted (in determining the effect and impact of the proposed project on fire, police, and emergency services, the review shall take into consideration response times and the number and location of available apparatus and fire, police, and emergency service stations that are manned by full time professional service personnel; and where applicable a calculation of response times shall also include the time it takes volunteer emergency personnel to get to their stations); and (c) if the Hardship Exemption is granted, a review of the impacts of the proposed project upon the safety of all children going to and from school by car, bus, bicycle, and walking during and outside of school zone hours, including an analysis of whether existing or proposed safety measures, such as signaled cross walks, elevated sidewalks, signage, traffic controls, traffic management or calming plans, and green space buffers for pedestrians or bicyclists, including an analysis of whether any walking or bicycle trails or routes overlap, cross, or run alongside intended traffic routes; each and all so as to mitigate or help prevent accidents.

12. **Property Value Assessment.** A property value analysis showing the impact upon adjoining property values, prepared by a licensed appraiser in accordance with industry standards, regarding the potential impact of the project if the Hardship Exemption is granted.

13. **Health Impact Assessment.** A human health impact assessment identifying ways in which the proposed project could adversely affect the health of Town residents if the Hardship Exemption is granted, and a priority list of recommendations to minimize the potential health impacts of the proposed project. The health impact assessment shall include: (a) a risk assessment of the possible impacts of chemical exposure(s) on the health of residents, including the Chemical Abstract Service number of all chemicals proposed to be used or generated at the project site; (b) an assessment of possible health effects due to industrial operations in non-heavy industrial use areas; and (c) an assessment of possible health effects due to community changes, including the presence of an industrial activity in a previously non-heavy industrial area, declining property values, impacts to the education system, and the impacts and effects of any sudden changes in population numbers, demographics, and customs (if any).

E. To the extent any of the information, data, studies, reports, and the like, referenced above in this Section 10 have been prepared or submitted to the State of New York (or other government or governmental department, agency, or authority) in relation to any permit application, unit or spacing authorization, or any related environmental review, or otherwise, the Zoning Board of Appeals may accept such previously prepared materials in lieu of any of the above items which may be so requested or mandated. However, nothing shall prevent the Zoning Board of Appeals from requiring updates, supplemental information, or site-specific analyses relative to such proposed use within the Town or such application for a Hardship Exemption.

#### Section 11. **HARDSHIP EXEMPTION APPLICATION & REVIEW PROCEDURES**

A. Every application for a Hardship Exemption shall be submitted in writing, upon forms from time-to-time established, approved, or prescribed by the Zoning Board of Appeals, and shall be signed by the applicant. If the applicant is not the owner of the property involved, the owner of the property shall none-the-less attest to the accuracy of the statements and representations made in the application, and both the applicant and the owner shall certify that he (or she or it) has undertaken due diligence with respect to the accuracy of the matters contained in the application. Ten copies of the application and supporting documentation shall be filed with the Zoning Board of Appeals, accompanied by a fee in the amount set from time-to-time by resolution of the Zoning Board of Appeals. The Zoning Board of Appeals (ZBA) is hereby authorized to adopt rules and regulations for the conduct of hearings on applications for Hardship Exemptions, consistent with this Local Law and other legal or state statutes or requirements.

B. In evaluating an application for a Hardship Exemption, the Zoning Board of Appeals shall comply with any applicable provisions of Article 9 of the Environmental Conservation Law, and its implementing regulations as codified in Title 6, Part 617 of the New York Codes Rules and Regulations, known as the State Environmental Quality Review Act (SEQRA), as the same may from time-to-time be amended.

C. The Zoning Board of Appeals shall hold a hearing on all applications for a Hardship Exemption within 62 days of the filing of a complete application therefor. Said 62 day period may be

extended by mutual agreement of the Zoning Board of Appeals and the applicant, or whenever required by law, including but not limited to the completion of any required SEQRA procedures. Public notice of the hearing shall be given at least ten days prior to the date thereof by publication in the Town's official newspaper. The Zoning Board of Appeals may adjourn or continue such public hearing from time-to-time. The cost of sending or publishing any notices relating to any application shall be borne by the applicant, and shall be paid to the Town prior to the hearing. At least ten days before any hearing upon any application, the Zoning Board of Appeals shall mail notices to all adjacent property owners and such other notices that may be required by Sections 239-1, 239-m, and/or 239-n of the NYS General Municipal Law or other applicable provisions of law, rules or regulation.

D. In addition to such other procedures as may be required by applicable law, the following shall apply with respect to the conduct of hearings regarding applications for Hardship Exemptions: (a) the burden of proof shall remain with the applicant to show that he (or she or it) has satisfied the conditions, requirements, and proofs necessary to qualify for a Hardship Exemption, and the burden shall never shift to the Town; (b) any party may appear in person or by agent or by attorney; (c) no decision or determination shall be made except upon consideration of the record as a whole and as supported by and in accordance with substantial evidence; (d) all evidence shall be made a part of the record; and (e) official notice may be taken of all facts of which judicial notice could be taken and of other facts within the specialized knowledge of the Zoning Board of Appeals. When official notice is taken of a material fact not appearing in the evidence or in the record, and it is one of which judicial notice could be taken, every party shall be given notice thereof and shall, upon timely requires, be afforded an opportunity prior to decision to support or dispute the fact or its materiality.

E. Decisions by the Zoning Board of Appeals on applications for a Hardship Exemption shall be made within 62 days from the close of the public hearing on such matter. The time within which the Zoning Board of Appeals must render its decision may, however, be extended by mutual consent of the applicant and the Zoning Board of Appeals, or whenever required by law, including but not limited to the completion of any required SEQRA procedures. The final decision on such matter shall be made by written order signed by the Secretary of Chair of the Zoning Board of Appeals. Such decision shall state the findings of fact that were the basis for the Town Board's determination. The Zoning Board of Appeal's decision as to each application for a Hardship Exemption shall be filed in the office of the Town Clerk no later than five business days after the day such decision is rendered, and shall be made a public record.

F. The Town Board, in the granting of Hardship Exemptions, shall grant only the minimum level of exemption that it shall deem necessary and adequate to allow an economically beneficial use of the property, while at the same time preserving and protecting the essential character of the neighborhood and the health, safety, and welfare of the community.

G. The Zoning Board of Appeals, in the granting of Hardship Exemptions, shall have the authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed project. Such conditions shall be consistent with the spirit and intent of this Local Law, and shall be imposed for the purpose of minimizing any adverse impact such Hardship Exemption may have on the neighborhood or other area in the vicinity of the applicant's property. Such conditions may include, but are not limited to, landscaping, lighting, access and egress, signs, screening, location and layout of buildings, and limitations upon the use or characteristics of the use which are reasonably related to the public health, safety, and general welfare and/or as may be necessary to carry out the intent of this Local Law. If the applicant refuses to accept such requirements and conditions, the Hardship Exemption shall be denied. No action in violation of the requirements of Section 6 of this Local Law shall be conducted under or pursuant to any Hardship Exemption unless in strict compliance with any conditions and/or restrictions stated in such decision or order granting such Hardship Exemption.

H. Any person aggrieved by a decision of the Zoning Board of Appeals with respect to an application for a Hardship Exemption may apply to the Supreme Court of the State of New York in Monroe County for review by proceedings under Article 78 of the Civil Practice Law and Rules. Such proceedings must be instituted no later than thirty (30) days after the filing of the Zoning Board of Appeals decision in the Town Clerk's office.

I. Any grant by the Zoning Board of Appeals of a Hardship Exemption shall expire if a building permit for the proposed project is not obtained by the applicant within one hundred twenty (120) days from the date of the decision granting such Hardship Exemption.

J. Whenever the Zoning Board of Appeals denies an application for a Hardship Exemption, the Zoning Board of Appeals shall refuse to hold further hearings on such application, or a substantially similar application, by the same property owner or his successors or assigns for a period of one year following such denial, unless the Zoning Board of Appeals shall find and determine from the information supplied that changed conditions have occurred relating to the promotion of the public health, safety, convenience, comfort, prosperity, and general welfare and that, accordingly, reconsideration is justified.

K. The procedural and other requirements of this Section 11 shall be interpreted and applied to the fullest extent permitted by applicable law, and the Constitutional standards of due process. To the extent any such procedural or other requirement is held or deemed inapplicable, unconstitutional, or *ultra vires*, then, and in such event, such procedural or other requirement shall be interpreted and enforced to the extent permitted, and no other listed procedural or other requirement shall be affected thereby.

**Section 12. SEVERABILITY.**

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgment or declaration shall be confined in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgment or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary as to such person or circumstances, such invalid or unenforceable provision shall be and be deemed severed herefrom, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to particular provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

**Section 13. SUPERSEDING INTENT AND EFFECT.**

During the time this Local Law is in effect, it is the specific intent of the Town Board, to supersede any inconsistent provisions of any and all other local ordinances, local laws, or local resolutions of the Town of Brighton.

**Section 14. GENERAL PROVISIONS**

A. The Code Enforcement Officer of the Town is hereby designated as the enforcement officer for purposes of interpreting and enforcing this Local Law. The Town Board reserves the right, by resolution, to change or designate additional enforcement officers.

B. The section and other headings and titles to clauses and phrases in this Local Law are for convenience only and shall not be used or construed to limit or define the scope or application of the clauses and phrases so following such headings or titles. Each section of this Local Law, whether in the nature of a preamble or otherwise, is a material part of this Local Law.

**Section 15. EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing with the New York Department of State

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 12<sup>th</sup> day of December, 2012.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**RESOLVED**, that a copy of electronic correspondence dated November 9, 2012 between Assistant to the Supervisor Mary Ann Hussar and Commissioner of Public Works Timothy E. Keef, P.E. regarding appointments to the Monroe Avenue GIGP Committee, be received and filed, and be it further

**RESOLVED**, that the Town Board hereby appoints the following individuals to the Monroe Avenue GIGP Committee effective immediately:

Sheila Gaddis, Laura Civiletti, P.E., Tom Tuori, Zoe Baruch, Dr. George Smith, Ph.D., Shubhangi Gandhi, Terry Klee, Rome Celli, and MaryJane Mahon.

Dated: December 12, 2012

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

## Mary Ann Hussar

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**From:** Tim Keef <tim.keef@townofbrighton.org>  
**Sent:** Friday, November 09, 2012 3:33 PM  
**To:** Hussar, MaryAnn  
**Cc:** william.moehle@townofbrighton.org  
**Subject:** Monroe Avenue GIGP Committee

MaryAnn,

Bill had indicated that he will most likely formally appoint and announce the above committee members at next week's TB meeting. Therefore, please use the following information as you need to:

Sheila Gaddis, Chair of the Committee, former Councilperson, Chair of the Monroe Avenue Charrette committee

Laura Civiletti, Planning Board Member, member of the Monroe Avenue Charrette committee:  
[laciviletti@gmail.com](mailto:laciviletti@gmail.com)

Tom Tuori, attorney with Harter Secrest and Emery, E-mail Address(es): [ttuori@hseclaw.com](mailto:ttuori@hseclaw.com)

Zoe Baruch, Brighton High School student: [zoeartel@gmail.com](mailto:zoeartel@gmail.com)

Dr. George Smith, Brighton High School teacher:

[George\\_Smith@bcisd.org](mailto:George_Smith@bcisd.org)

Shubhangi Gandhi, SOC member [gandhishub@gmail.com](mailto:gandhishub@gmail.com)

Terry Klee (Bill has his contact info)

And, a yet to be named school district rep

I think I have covered everyone at this time. TK

Terry Klee, owner of Don's Original restaurant  
Timothy E. Keef, P.E.  
Commissioner of Public Works  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618  
Phone: (585) 784-5223  
Fax: (585) 784-5368  
E-mail: [tim.keef@townofbrighton.org](mailto:tim.keef@townofbrighton.org)