

PETITIONS:

MATTER RE: Receive and file additional signatures on petition of newly formed group, Our Land Committee, whose purpose is to support the Town's efforts to purchase the land on Winton and Westfall Roads currently owned by Faith Temple

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner to receive and file these additional signatures

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Chris Mueller, Dir. Government Relations, Time Warner Cable re: Programing and channel additions/changes

FROM Senator Joseph E. Robach dated July 2, 2013 to Police Chief Henderson notifying the Chief that \$10,000 in grant funding has been awarded to the Brighton Police Department through the NY State Dept. of Criminal Justice Grant program.

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros that the aforementioned communications be received and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services (PARCS) – Next Meeting 9/23/13 at 4:30 PM at Brookside

Finance and Administrative Services (FASC) – Next Meeting 7/12/13 at 11:30 AM in Stage Conference Room; also 7/16/13 at 3:30 PM in Stage Conference Room

Public Safety Services – Next Meeting 8/13/13 at 8:00 AM in Downstairs Meeting Room

Public Works Services – Next Meeting 8/12/13 at 9:00 PM in Downstairs Meeting Room

NEW BUSINESS:

MATTER RE: Reading and approval of claims

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Supervisor read and approve for payment the claims as set forth in Exhibit No. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorization for Supervisor to execute agreement with Outsource, PC to provide technical database services for Fire Marshal (see Resolution #2 and letter dated June 5, 2013 from Christopher Roth, Fire Marshal)

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to become member of coalition to support Amicus brief filed by Towns of Middlefield and Dryden to support the right of each municipality throughout NY State to determine what land uses are appropriate in its community through their

municipal home rule that includes prohibiting heavy industrial uses (including natural gas drilling) (see Resolution #3 and associated documents).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept donations, to be recorded as revenue to the 2013 Police Department Operating Budget, received from Dr. Russell Cain and from Dr. and Mrs. Sidney Sobel (see Resolution #4 and letters dated June 25, 2013 from Police Chief Mark Henderson).

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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval for Supervisor to execute agreements with two Veterinarians and two Veterinary Technicians to provide veterinary related services to be performed at the annual Town of Brighton Rabies Clinic to be held on September 28, 2013 (see Resolution #5 and letter dated June 27, 2013 from Police Chief Mark Henderson).

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: Approval to adopt Standard Work Day and Reporting Resolution for elected and appointed personnel used for retirement benefit calculations (see Resolution #8, memorandum dated July 1, 2013 from Suzanne Zaso, Director of Finance and supporting documents).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept the revised Draft Environmental Impact Statement for the proposed Winfield Park project, as determined by Stantec as complete and adequate for public review, and set September 11, 2013 for Public Hearing of same (see Resolution #9, letter dated June 26, 2013 from Ramsey Boehner, Town Planner, letter dated June 26, 2013 from Michael Flanigan, Stantec Consulting Services and DEIS).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval for Supervisor to execute agreement with Castle Branch Inc. to serve as an alternate provider for background check services (see Resolution #7, letter dated June 28, 2013 from Daniel Aman, Town 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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorization to submit program application to the NY State Thruway Authority to participate in the E-Z Pass On-the-Go Retail Sales program along with approval of a budget account transfer to support funding needed for implementation of same (see Resolution #6, letter dated June 28, 2013 from Daniel Aman Town Clerk and E-ZPass Retail Sales Program Application).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval for Supervisor to execute an agreement with Modica and Associates as counsel to investigate and report on a matter involving employment of particular people (see Resolution #10)

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. 11 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Expense and Revenue for month ending June 30, 2013

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros that the aforementioned report be received and filed

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED at 8:49 PM:

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to adjourn at 8:49 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 proceeding of the Town of Brighton, County of Monroe, State of New York meeting held on the 10th day of July, 2013 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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS, a petition, dated February 15, 2013, was previously received and filed by Marathon Engineering as project engineers for Stephen and Beverly Sabin the owners of property located at 1869 Westfall Road in the Town of Brighton requesting an extension of the Brighton Consolidated Sewer District (known as Extension No. 98) for the purpose of providing sewer service to the subject property; and

WHEREAS, a public hearing was duly called and held in such matter on July 10, 2013; and

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

NOW THEREFORE, BE IT ORDERED, the Town Board, as lead agency under SEQRA has given due deliberation to the matter and hereby determines that the proposed action will not have a significant effect on the environment and has previously issued a Negative Declaration under the State Environmental Quality Review Act with respect to said proposed extension; and be it further

ORDERED, that it be and hereby is determined as follows: (1) that said petition is signed and acknowledged or authenticated as required by law and is otherwise sufficient, and that the petition complies with section 191 of the Town Law; (2) that all property and property owners benefited

by the proposed extension are included within the limits of the proposed extension; (3) that it is in the public interest to grant the relief sought therein; and be it further

ORDERED, that the said petition requesting that Brighton Consolidated Sewer District Extension # 98 be established be, and the same hereby is, granted, with the costs thereof to be charged on a benefits derived basis; and be it further

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

Dated: July 10, 2013

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



39 Cascade Drive / Rochester, NY 14614 / Phone (585) 458-7770

April 18, 2013

Mr. Stephen Zimmer
Brighton Public Works Department
1941 Elmwood Avenue
Rochester, NY 14618

Re: 1869 Westfall Road
Request for Extension to the Brighton Consolidated Sewer District (BCSD)

Dear Stephen,

On behalf of our client, Stephen & Beverly Sabin, residing at 1869 Westfall Road we are submitting the required documents, to apply for extension of this property into the Brighton Consolidated Sewer District.

According to your letter the sanitary main is located on the north side of Westfall Road and the lateral has been installed to the front property line. The intention is to connect a new lateral from the house to this lateral at the cleanout point located on the front property line. Modification of the internal plumbing to connect to the new lateral and abandonment of the old septic line and tank are also included in this project scope.

Attached with this letter please find:

- A petition for the extension to the BCSD
- A map and description of the property
- A Sketch of proposed lateral location
- Processing fee of \$358.00

Please contact our office with any questions or additional comments at (585) 458-7770.

Respectfully Submitted,

Ray Raimondi
Cc: Stephen & Beverly Sabin

Going the distance for you.

PETITION

In the Matter of the Establishment
Of

**The Extension to the Brighton Consolidated Sewer District in the Town
of Brighton, County of Monroe, State of New York**

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

We, the undersigned, being owners of taxable real property situate in the proposed district hereinafter described in the Town of Brighton, County of Monroe, and State of New York, do hereby petition your Honorable Board to establish **Extension to the Brighton Consolidated Sanitary Sewer District** in such Town of Brighton, County of Monroe, and State of New York, outside of any incorporated village and wholly within the said Town of Brighton, which proposed District is bounded and described as set forth in the attached Exhibit "A".

Pursuant to Article 12 of the Town Law of the State of New York, the Undersigned further petitions that the expense of the establishment of this District, together with the expenses of providing the services by the proposed District, shall be assessed, levied and collected, in a manner consistent with the Brighton Consolidated Sanitary Sewer district charges therefrom, from the several lots and parcels within the proposed District in the same manner and at the same time as other Town charges.

Dated: 15, February, 2013

Address: 1869 Whittall Rd

Stephen E. Sabin
Signature
Stephen E. Sabin
Print Name

Beverly L. Sabin
Signature
Beverly L. Sabin
Print Name

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 15 day of February, 2013, before me the undersigned, personally appeared Stephen Sabin, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SONDRA L. CARLSON
Notary Public, State of New York
No. 01CA6230670
Qualified in Monroe County
Commission Expires Nov. 08, 2014

Sandra Carlson
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On this 15 day of February, 2013, before me the undersigned, personally appeared Beverly Sabin, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SONDRA L. CARLSON
Notary Public, State of New York
No. 01CA6230670
Qualified in Monroe County
Commission Expires Nov. 08, 2014

Sandra Carlson
Notary Public

Extension # 1869 Westfall Road to the Brighton Consolidated Sewer District
Stephen Sabin
Town of Brighton, County of Monroe

April 15, 2013

Intended to describe all that tract or parcel of land, being part of Town Lot 40, Township 13, Range 7, Phelps and Gorham Purchase, situate in the Town of Brighton, County of Monroe, State of New York, and more particularly described as follows:

Commencing at a common point being on the south R.O.W. of Westfall Road, at the northwesterly corner of lands conveyed to Stephen Sabin, by deed recorded in the Monroe County Clerk's Office at Liber 8122 of Deeds, Page 534; said point being the point or place of beginning;

1. Thence, running a line having a bearing of $N90^{\circ}00'00''E$ a distance of 43.48 feet to a point;
2. Thence, turning and running a line having a bearing of $S00^{\circ}00'00''E$ a distance of 272.79 feet to a point;
3. Thence, turning and running a line having a bearing of $S50^{\circ}42'38''W$ a distance of 42.64 feet to a point;
4. Thence, turning and running a line having a bearing of $N00^{\circ}00'00''E$ a distance of 101.00 feet to a point;
5. Thence, turning and running a line having a bearing of $N90^{\circ}00'00''W$ a distance of 10.48 feet to a point;
6. Thence, turning and running a line having a bearing of $N00^{\circ}00'00''E$ a distance of 198.79 feet to a point; said point being the point or place of beginning.

Intending to describe Extension at #1869 Westfall Road to the Brighton Consolidated Sewer District containing 11,531 square feet or .26 acres.

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number: ER-3-13

Date: June 12, 2013

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

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

Name of Action: Extension # 98 to the Brighton Consolidated Sewer District

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: Extension of the Brighton Consolidated Sewer District to include ±.266 acres of real property located at 1869 Westfall Road.

Location: 1869 Westfall Road

Reasons Supporting This Determination:

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

1. The requirements of the State Environmental Quality Review Law have been complied with.
2. Extension to the Brighton Consolidated Sewer District to include real property will not adversely impact the sanitary sewer system or the character of the community.
3. There will be no resources of value irreversibly lost

For further information:

Contact Person: Ramsey A. Bohner, Environmental Review Liaison Officer

Address: Town of Brighton
2300 Elmwood Avenue
Rochester, N.Y. 14618

Telephone: 585-784-5229

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 No. The extension of the sewer district will not create any significant impacts.

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 No.

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 No.

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 No.

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 No.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
 No.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
 No.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

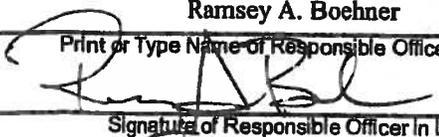
- Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

Town of Brighton Town Board

 Name of Lead Agency

Ramsey A. Boehner

 Print or Type Name of Responsible Officer in Lead Agency



 Signature of Responsible Officer in Lead Agency

 Date

Environmental Review Liaison Officer

 Title of Responsible Officer

 Signature of Preparer (If different from responsible officer)

**TOWN OF BRIGHTON FINANCE DEPARTMENT
 CALCULATION OF REIMBURSEMENT SCHEDULE FOR 1869 WESTFALL RD**

1. Actual Expense incurred by the Brighton Consolidated Sewer District to install Sewer Lateral (1997)	\$ 5,190.20
2. Accrued Interest 1997-2013 (see attachment for interest calculation per CPI calculator)	\$ 2,329.32
3. Total Amount to be Reimbursed by Property Owner	\$ 7,519.52

REIMBURSEMENT OPTION A - LUMP SUM AT TIME OF CONNECTION	
4. Total Due at Time of Connection	\$ 7,519.52

REIMBURSEMENT OPTION B - PAYMENT OVER A FIVE (5) YEAR PERIOD*	
5. Annual Payment Amount (5 Years)	\$1,595.33 **

Notes: *Per the May 1997 Town Board Authorization, the reimbursement may be made over a period of five years from the date of connection to the Sanitary Sewer.

** Annual Amount due under the five year payment option assumes a 2% inflation rate over the period.

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

July 10, 2013

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>128,661.31</u>
D - HIGHWAY		<u>41,102.91</u>
H - CAPITAL		<u>950.00</u>
L - LIBRARY		<u>324.57</u>
SA - AMBULANCE DIST		<u>1,937.63</u>
SB - BUSINESS IMPROVM		<u>345.00</u>
SD - DRAINAGE DIST		<u>1,320.00</u>
SF - FIRE DIST		<u>1,917.50</u>
SK - SIDEWALK DIST		<u>2,965.00</u>
SL - LIGHTING DIST		<u>26,940.40</u>
SM - SNOW REMOVAL DST		<u>3,460.00</u>
SN-NEIGHBORHOOD DIST.		<u>232.50</u>
SP-PARKS DISTRICT		<u>175.00</u>
SR-REFUSE DISTRICT		<u>74,112.10</u>
SS - SEWER DIST		<u>31,403.43</u>
SW - WATER DIST		<u>1,227.50</u>
TA - AGENCY TRUST		<u>1,919.04</u>
TOTAL	\$	<u>318,993.89</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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 5, 2013 from Chief Fire Marshal Christopher A. Roth regarding a request to authorize the Supervisor to execute an agreement with Outsource, PC to provide data base services to the Fire Marshal at a rate of \$50.00 per hour and a total contract cost not to exceed \$500.00, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Outsource, PC to provide data base services to the Fire Marshal at a rate of \$50.00 per hour and a total contract cost not to exceed \$500.00.

Dated: July 10, 2013

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



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

June 5, 2013

Honorable Finance Committee
Town of Brighton
2300 Elmwood Avenue
Brighton, New York 14618

Re: Professional Services Agreement
Outsource, PC
Technical Database Services for the Fire Marshal

Honorable Members:

In an effort to update and maintain the electronic files of the Fire Marshal's office, I would like to again enter into an agreement with Outsource, PC. The hourly rate will remain unchanged at \$50.00 per hour, with a total contract amount not to exceed \$500.00.

Funds are available in the 2013 Budget for this specific purpose.

Sincerely,

Christopher A. Roth
Chief Fire Marshal

CAR:mep

cc: S. Zaso
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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that electronic mail correspondence dated June 25, 2013 from Town Supervisor William W. Moehle and the attached supporting documents regarding a request to the Town to join a coalition in support of an amicus brief to be filed by the Town of Ulysses in support of the Towns of Middlefield and Dryden with the New York State Court of Appeals in support of the right of each municipality throughout the State to determine what land uses are appropriate in its community through their municipal home rule that includes prohibiting heavy industrial uses including natural gas drilling operations, be received and filed; and be it further

RESOLVED, that the Town Board of the Town of Brighton hereby determines that it is in the public interest of the citizens of the Town of Brighton to support municipal home rule by joining in the amicus brief being filed in the Court of Appeal by the Town of Ulysses and a coalition of municipalities from across the State, and be it further

RESOLVED, that the Town Board of the Town of Brighton hereby authorizes and directs the Supervisor to complete or cause to be completed any and all such further documents and papers in the name and on behalf of the Town of Brighton as the Supervisor deems necessary or appropriate to carry into effect the foregoing resolution, and it is further

RESOLVED, that the Town Board hereby direct the Clerk of the Town to promptly send a certified copy of this adopted resolution to the Town of Ulysses, 10 Elm Street, Trumansburg, New York 14886 or via email to liz.graeper.thomas@gmail.com.

Dated: July 10, 2013

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 ULYSSES

10 Elm Street

Trumansburg, NY 14886

(607) 387-5767

Fax (607) 387-5843

June 24, 2013

Re: Amicus Curiae Briefs on Municipal Home Rule:
Norse Energy Corporation USA v. Town of Dryden, NY Slip Op. 515227 (3d Dep't, May 2, 2013)
Cooperstown Holstein Corp. v. Town of Middlefield, NY Slip Op. 515498 (3d Dep't, May 2, 2013)

Dear Supervisor or Mayor:

I am writing on behalf of a statewide coalition of municipalities and municipal organizations that filed amici curiae ("friends of the court") briefs on behalf of the Towns of Dryden and Middlefield in the appellate cases above. These cases addressed the vitally important issue of municipal home rule powers in zoning matters.

As you know, Dryden and Middlefield revised their zoning laws to prohibit heavy industrial uses (including natural gas drilling) in their communities. These laws were quickly challenged in court by the plaintiffs claiming that the Towns did not have any municipal home rule law powers to control gas drilling as a land use. The plaintiffs argued that these important local decisions should be made solely by the drilling industry and the NYSDEC, not the municipalities to be affected.

The Town of Ulysses strongly disagreed with that position and filed amicus briefs in these lawsuits with the Appellate Division, Third Department. A copy of the brief that was filed in the Dryden case is attached and a similar brief was filed in the Middlefield case. The brief outlines in detail the arguments we made in support of home rule.

We are happy to report that both Dryden and Middlefield won their cases before the Appellate Division. The court upheld the Towns' home rule powers to control gas drilling as a land use through zoning. All the coalition towns are listed on page 4 of the Town of Dryden decision (attached).

The next and final step in these cases is an appeal to the Court of Appeals – the State's highest court. The plaintiffs have now filed applications seeking permission to appeal to this Court. However, the Court of Appeals has discretion to hear the case. If the Court agrees to take the case, the Town of Ulysses believes it is critically important that the coalition of municipalities

again file amicus curiae brief(s) in support of our home rule rights on this issue. We need to be prepared to act quickly as we anticipate the deadline for action will be some time in August.

Once again, Ulysses is asking its sister Towns, Villages and Cities to join together in supporting an amicus brief(s) on this appeal. Many municipalities passed resolutions agreeing to participate in the amicus filings before the Appellate Division. **We would like to add your municipality to the 53 that joined the original coalition** and reiterate the powerful statement to the Court of Appeals, the NYS Department of Environmental Conservation, and the State Legislature about the importance of protecting municipal home rule and each municipality's right to decide which land uses are appropriate for its residents.

It is important to note that the coalition's amicus brief is not about whether a municipality supports natural gas drilling or not. In fact, the enclosed brief does not take a position with respect to that issue. Rather, the brief is about a municipality's legal right to decide for itself, now or in the future, whether gas drilling (or any other land use for that matter) is an appropriate use for its citizens. Ulysses strongly believes that such a local decision should not be made by a private company or by the NYSDEC. Instead, the people who live in the municipality should decide for themselves what is best for their future, at any given moment.

There is no cost to your municipality to join the amicus brief(s) on this final appeal. Our Town has secured the funding to cover the legal costs related to preparing and filing such brief(s). Moreover, it is important to understand that by agreeing to join the amicus brief(s) your municipality will not become a party to this appeal. It will simply be characterized as a "friend of the court."

Please confirm your municipality's willingness to become a member of the coalition for this next step before the Court of Appeals by **passing the attached resolution and sending it to us as soon as possible, but no later than August 1st**, so that we will be ready to proceed with the application to file amicus brief(s) in August 2013. Either mail a certified copy to 10 Elm Street, Trumansburg, NY 14886 or send via email to liz.graeper.thomas@gmail.com.

Please feel free to give me a call at 607-387-5767 extension 232 if you have any questions. I greatly appreciate your attention to this important issue that will undoubtedly affect hundreds of municipalities across our State and millions of our citizens.

In unity,



Elizabeth Thomas,
Supervisor, Town of Ulysses

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 10th day of July, 2013.

PRESENT:

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

RESOLVED, that correspondence dated June 25, 2013 from Chief of Police Mark T. Henderson regarding a request to accept donations to the Police Department from Dr. and Mrs. Sidney Sobel in the amount of \$100.00 and from _____ in the amount of \$500.00, be received and filed; and be it further

RESOLVED, that the Town Board gratefully accepts the generous donations to the Police Department from Dr. and Mrs. Sidney Sobel in the amount of \$100.00 and from _____ in the amount of \$500.00 and directs that the donations be recorded as revenue to the 2013 Police Department Operating Budget under A.POLICE.3120.2705 (Gifts and Donations).

Dated: July 10, 2013

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



Mark T. Henderson
Chief of Police

Town of Brighton

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



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

June 25, 2013

Dr. & Mrs. Sidney Sobel

Dear Dr. & Mrs. Sobel:

I am writing to express my sincere appreciation for your thoughtful and generous donation to the Brighton Police Department.

While it is not necessary to make direct donations to the department for services provided, your thoughtfulness and consideration help instill a strong community-oriented attitude in our officers. We appreciate your \$100 donation to the Brighton Police Department.

On behalf of the entire Brighton Police Department, I wish to thank you for your thoughtfulness and generosity.

Sincerely,

Mark T. Henderson
Chief of Police

MTH: dm



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

June 25, 2013

Dear

I am writing to express my sincere appreciation for your thoughtful and very generous donation to the Brighton Police Department.

While it is not necessary to make direct donations to the department for services provided, your thoughtfulness and consideration help instill a strong community-oriented attitude in our officers. We appreciate your \$500 donation to the Brighton Police Department, and thank you for your kind words about all of the employees of the police department.

On behalf of the entire Brighton Police Department, I wish to thank you for your thoughtfulness and generosity.

Sincerely,

Mark T. Henderson
Chief of Police

MTH: dm

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated June 27, 2013 from Chief of Police Mark T. Henderson regarding a request to authorize the Supervisor to execute an agreement for professional services for the Town's annual Rabies Clinic to be held on September 28, 2013 with two veterinarians and two veterinary technicians at a cost not to exceed \$520.00, be received and filed; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement for professional services for the Town's annual Rabies Clinic to be held on September 28, 2013 with two veterinarians and two veterinary technicians at a cost not to exceed \$520.00.

Dated: July 10, 2013

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



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

June 27, 2013

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

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement for professional services between the Town of Brighton and two veterinarians, as well as two veterinary technicians, for veterinary and related services to be performed at our annual Rabies Clinic on Saturday, September 28, 2013. The terms and rates for the services provided pursuant to this agreement are unchanged from last year, with a total amount for services not to exceed \$520.00. There is sufficient funding in the 2013 Animal Control budget to support this request.

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

Sincerely,

A handwritten signature in black ink that reads "Mark T. Henderson".

Mark T. Henderson
Chief of Police

MTH:dm

c: Captain Robert Cline
David Ewell, Animal Control Supervisor

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that a memorandum dated July 1, 2013 from Finance Director Suzanne Zaso and attached proposed form resolution regarding a request to adopt the Standard Work Day and Reporting Resolution for the New York State Retirement System required for elected officials who began a new or subsequent term on January 1, 2013, be received and filed; and be it further

RESOLVED, that the Town Board hereby adopts the proposed standard form resolution attached to the above memorandum that has been received and filed and directs the Town Clerk to take the actions needed to effectuate the certifications required for the resolution as set forth therein.

Dated: July 10, 2013

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
Date: July 1, 2013
Subject: New York State Retirement System Standard Work Day and Reporting Resolution

Per Regulation 315.4 of the New York State Retirement System, attached is a Standard Work Day and Reporting Resolution that is required to be adopted by the Town Board. The resolution covers elected and appointed Town officials who began a new or subsequent term on 1/1/13 and who are members of the NYS and Local Retirement System and do not participate in the Town's time keeping system. The days per month reported on this resolution were calculated based upon the individual's Record of Activities (log) detailing hours worked on Town business for a 90 day period since appointment or term commencement.

I am recommending that the Town Board adopt the attached Standard Work Day and Reporting Resolution.

Copy to: G. Brandt



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution

RS 2417-A

(12/10)

BE IT RESOLVED, that the Town of Brighton / Location code 30033 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

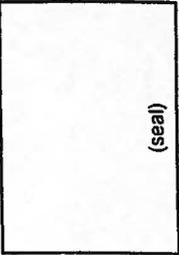
Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
Elected Officials									
Town Justice	John A. Falk			6	01/01/2013-12/31/2016	N	12.56		
Appointed Officials									

If additional rows are needed, please use form RS2417-B and attach.

On this 28th day of June, 2013 Date enacted: 07/10/2013
 I, Daniel Aman, clerk of the governing board of the Town of Brighton of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 10th day of July, 2013 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that 5 of such members were present at such meeting and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Town of Brighton



This document consists of 1 page(s) (see additional RS2417-B forms attached).

Dan

Please use this log for the period of January 1, 2013 through March 31, 2013

Thank you, John

			Hours	3 Month Total
January 1	Prepare "prep" for court	2	2	226
January 1	Arraignment "arr"	1	1	Monthly Avg 75.33333
January 2	Prep for court	2	2	Days / Month 12.55556
January 2	arr	1	1	
January 5	Desk work, etc	2	2	
January 6	Prep	4	4	
January 7	PH, prep., court	8	8	
January 7	arr	1	2	
January 8	arr	1	2	
January 9	prep, hearings and trials	6	6	
January 9	arr	1.5	1.5	
January 14	prep, court	6	6	
January 17	Trials, desk work	5	5	
January 19	prep	1	1	
January 20	arr	1	1	
January 20	prep	2.5	2.5	
January 21	prep presentation	4	4	
January 22	prep	1	1	
January 22	court	5.5	5.5	
January 22	prep, presentation	3	3	

January 22	arr		1	1	
January 23	hearings and trials		5	5	
January 23	arr		1	1	
January 23	arr		1	1	
January 24	meeting		2	2	
January 25	arr		1	1	
January 26	prep		2	2	
January 28	arr		1	1	
January 28	prep, court		7	7	
January 28	arr		1	1	
January 31	arr		1	1	
January 31	arr		1	1	Jan Total
					85
Feb 2	arr	1		1	
Feb 2	arr	1		1	
Feb 3	prep	3.5		3.5	
Feb 3	arr	1		1	
Feb 4	court	6		6	
Feb 5	meeting	1		1	
Feb 6	court	6		6	
Feb 6	admin	1		1	
Feb 10	prep	1		1	
Feb 11	prep, meeting, court	6		6	

Feb 12	conference	1	1	
Feb 13	prep, court	6.5	6.5	
Feb 15	conference	1	1	
Feb 16	arr	1	1	
Feb 16	arr	1	1	
Feb 18	read, prep	8	8	
Feb 25	read, prep	8	8	
Feb 26	read, prep	6	6	
Feb 27	court	8	8	Feb Total 68
Mar 1	read, prep	2	2	
Mar 4	prep, court	7	7	
Mar 4	arr	1	1	
Mar 6	court	6	6	
Mar 6	arr	1	1	
Mar 7	conf	1	1	
Mar 8	court, prep	3	3	
Mar 8	arr	1	1	
Mar 10	prep	5	5	
Mar 11	court, prep	3.5	3.5	
Mar 12	arr	2	2	
Mar 13	arr	1	1	
Mar 15	court, conf	2	2	

Mar 16 prep	3	3	
Mar 17 arr	1	1	
Mar 17 arr	1	1	
Mar 18 court	6	6	
Mar 19 court	2	2	
Mar 20 court	6	6	
Mar 20 arr	1	1	
Mar 21 arr	2	2	
Mar 23 prep	2	2	
Mar 24 prep	3	3	
Mar 26 prep	2	2	
Mar 26 att	1	1	
Mar 27 court	3	3	
Mar 29 admin	1	1	
Mar 30 prep	1	1	
Mar 31 prep	3	3	
			Mar Total
			74

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 26, 2013, from Ramsey A. Boehner, Associate Planner and Environmental Review Liaison Officer, concerning the completeness of the Draft Environmental Impact Statement under the State Environmental Quality Review Act ("SEQRA") with respect to the proposed Winfield Park Project, be received and filed, together with the Draft Environmental Impact Statement for such project, and correspondence dated June 26, 2013 from Michael Flanagan, Stantec Consulting Services, as the Town's consulting engineer on the project; and be it further

RESOLVED, that the Town Board hereby accepts the Draft Environmental Impact Statement for the proposed Winfield Park Project as being complete and adequate for public review for purposes of SEQRA; and be it further

RESOLVED, that the Town Board hereby sets a public hearing for the Draft Environmental Impact Statement in connection with the project for September 11, 2013 at 7:30 p.m. at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, at which time all persons having an interest in such matter shall have an opportunity to be heard therein; and be it further

RESOLVED, that the Town Clerk is hereby directed to give notice of such public hearing as required by law; and be it further

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 26, 2013, from Ramsey A. Boehner, Associate Planner and Environmental Review Liaison Officer, concerning the completeness of the Draft Environmental Impact Statement under the State Environmental Quality Review Act ("SEQRA") with respect to the proposed Winfield Park Project, be received and filed, together with the Draft Environmental Impact Statement for such project, and correspondence dated June 26, 2013 from Michael Flanagan, Stantec Consulting Services, as the Town's consulting engineer on the project; and be it further

RESOLVED, that the Town Board hereby accepts the Draft Environmental Impact Statement for the proposed Winfield Park Project as being complete and adequate for public review for purposes of SEQRA; and be it further

RESOLVED, that the Town Board hereby sets a public hearing for the Draft Environmental Impact Statement in connection with the project for September 11, 2013 at 7:30 p.m. at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, at which time all persons having an interest in such matter shall have an opportunity to be heard therein; and be it further

RESOLVED, that the Town Clerk is hereby directed to give notice of such public hearing as required by law; and be it further

RESOLVED, that the Town Board hereby directs that the Environmental Review Liaison Officer publish and distribute the Draft Environmental Impact Statement as required by New York State Environmental Quality Review Act and the regulations adopted pursuant thereto; and be it further

RESOLVED, that the Town Board hereby determines that it will accept written comments with respect to the Draft Environmental Impact Statement through 5:00 p.m., September 30, 2013.

Dated: July 10, 2013

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



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

June 26, 2013

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

Re: Winfield Park Draft Environmental Impact Statement

Honorable Supervisor and Members of the Board:

I recommend that your Honorable Body receive and file this communication and the attached letter from our consultant, Michael Flanigan, dated June 26, 2013.

I also recommend that the Town Board accept the Draft Environmental Impact Statement (DEIS) as complete and adequate for public review and comment.

I further recommend that the Town Board set a public hearing on the DEIS for Wednesday, September 11, 2013 at 7:30 P.M. The hearing notice should indicate that written comments will be accepted until September 30, 2013.

Respectfully Submitted,

Ramsey A. Boehner
Associate Planner

attachment





Stantec Consulting Services Inc.
61 Commercial Street
Rochester NY 14614
Tel: (585) 475-1440
Fax: (585) 272-1814

Stantec

June 26, 2013

Mr. Ramsey Bohner
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

**Reference: Winfield Park
DEIS Completeness Review**

Dear Ramsey:

The revised Winfield Park DEIS received on June 3, 2013 was reviewed by Stantec. The purpose of our review was to determine the "Completeness" of the DEIS and supporting documentation by identifying any deficiencies from our March 6, 2013 Comment Letter. Per my March 6, 2013 letter there were seven (7) items that the applicant needed to be either addressed or incorporated into the DEIS in order for it to be "Complete". The 7 items were satisfactorily addressed/incorporated in the revised DEIS from a "Completeness" perspective.

Since my letter, the proposed "Technology Office Park (TOP)" district was eliminated from the proposed project, therefore, all references to the TOP should be eliminated throughout the DEIS. There was one reference to the TOP on the top of page 17, which has since been deleted by Mr. Michael Simon, BME Associates. A revised page 17 is attached to this letter for the purpose of indicating that subsequent correction.

I also asked the applicant to incorporate the contents of the April 25, 2013 letter from RG&E into the "Public Utilities" sections of the "Existing Conditions" and "Impacts and Mitigation" chapters of the DEIS. This letter was included in the Appendix of the DEIS, but the substance of the letter was not presented in the DEIS text. It is now, as evidenced by the attached revisions (highlighted in yellow).

Given that our collective Completeness comments to date have been addressed accordingly, it is my recommendation to you that the May, 2013 DEIS combined with attached revisions is "Complete" per the approved Final Scope. This comment letter only relates to the completeness of the DEIS and does not reflect any position that the merits of the application are implicitly sufficient.

Please feel free to contact me to discuss anything further.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink that reads "Michael J. Flanigan".

Michael Flanigan
Associate
Tel: (585) 413-5270

town's gravity sanitary sewer system to the east of the site. The development will ultimately become part of the Town of Brighton Consolidated Sewer District and be charged for operation and maintenance. Refer to Exhibit III-9 for utilities that are proposed for dedication to the Town of Brighton.

III.F.3. Private Utilities

The majority of the proposed storm sewers, storm water management facilities, green infrastructure and road network will be privately owned and maintained by a Home Owners Association. Gas, electric, telephone and cable service exists along Brighton-Henrietta Town Line Road. RG&E was provided with a copy of the project site plan for review and to determine if sufficient capacity exists in their gas and electric lines to service the proposed project. They have determined that there does not appear to be sufficient electric capacity at this time and a study is required to determine the necessary upgrades to the system to provide the needed capacity. The initial cost of this study will be borne by the applicant. A copy of their response can be found as Exhibit III-8A. Frontier Telephone and Time Warner Cable have also been provided with a copy of the project site plan for review and to determine if sufficient capacity exists in their respective lines to provide adequate telephone, internet and cable service to the proposed project.

III.F.4. Police Service

The Town of Brighton Police Departments serves Brighton's ±36,600 residents with a full time staff of approximately 41 officers with a support/administrative staff of ±8 people. The Patrol Division of the Department consists of approximately 31 officers and has three shifts which operates 24 hours a day 365 days a year. In 2010 the Department responded to over 34,000 calls for service which are dispatched directly through the County 911 call center. There are seven divisions in the department including the Road Patrol, Identification Division, Animal Control Division, D.A.R.E., Investigative Services, Records Division and School Crossing Guards. All of these divisions report directly to the Chief of Police.

III.F.5. Fire Service

appear that there is currently enough electric capacity to serve the proposed development.

IV.F.3.b. Proposed Mitigation

All of the standard fees for the usage of private utilities will be applied by the Home Owners Association, and individual property owners for Frontier Telephone and/or Time Warner Cable as necessary. The applicant will engage the services of RG&E to perform an engineering study at a cost of \$25,000 to determine the needed electrical upgrades, this fee to be paid by the applicant will ultimately go towards any upgrades that may need to be performed. The results of this study will become part of the FEIS document. The FEIS document will also discuss the results of the study and will identify all of the associated potential impacts and proposed mitigations of any needed electrical upgrades. The letter from RG&E can be found as Exhibit III-8A.

IV.F.4. Police Service

IV.F.4.a. Potential Impacts

The proposed development would ultimately add 64 patio homes, 65 town houses, 360 apartment units and four 10 unit St. John's Greenhouses to the Brighton community. There would also be approximately 332,000 square feet associated with the proposed office space, this work force would typically be there Monday through Friday during normal business hours. Service calls to the development would be those similar to other residential and office use settings in the community. Given the target demographic which is single and married professionals, retired couples, empty nesters it is not anticipated that any of the individual uses will generate a significant increase in the services provided by the Brighton Police Department. There are two points of access to the development allowing alternate entry for all police and/or other emergency service access.

IV.F.4.b. Proposed Mitigation

The Applicant provided details of the Winfield Park proposal to the Brighton Police Department and requested input on their ability to serve the development. The Department raised some concern about the potential need for increased staffing to serve the Winfield Park Development. This project, similar to other

of Brighton Consolidated Sanitary Sewer District and would be charged District fees for operation and maintenance of the sanitary sewer system. There would also be a charge from Monroe County Pure Waters for transmission and treatment of the waste flows.

IV.F.2.b. Proposed Mitigation

A proposed sanitary sewer system for the Winfield Park site will need to be installed to service the site. The proposed sanitary sewer system will also be designed to take the existing Brighton Meadows Pump Station offline per Town request and direct the existing Brighton Meadows Subdivision sewer flows to the Winton Road Pump Station. The Arcadis report shows that the Winton Road Pump Station (WRPS) should be able to accommodate the anticipated flow from the full build-out of the Winfield park site. The Arcadis report also shows that the WRPS has the ability to handle the anticipated maximum daily and peak hourly flows from the Brighton Meadows Subdivision as well as the existing residential lots to the south, along the east side of South Clinton Avenue and along the north side of Brighton-Henrietta Town Line Road (See Figure 2-1 and the table on page 5 of the Arcadis report found in Appendix A). Per Figure 2-1, the Winfield Park site was projected to have a maximum daily flow of 411,000 gallons per day based on an estimated 3,000 gallons/day/acre. The table shows above that the anticipated average daily flows from full build-out of the Winfield Park site to be $\pm 133,000$ gallons per day. Therefore the maximum anticipated daily flow from the project site is approximately 265,500 gallons per day, which is well within the projected maximum daily parameter (411,000 gallons per day) from the Arcadis report. Since no adverse impacts are anticipated, no additional mitigation measures are proposed.

IV.F.3. Private Utilities

IV.F.3.a. Potential Impacts

The development infrastructure such as storm sewers, storm water facilities, water services and sewer laterals and roads would be operated and maintained privately with no adverse impacts. Additionally no adverse impacts have been identified by Frontier Telephone or Time Warner Cable. RG&E has stated that it does not

town's gravity sanitary sewer system to the east of the site. The development will ultimately become part of the Town of Brighton Consolidated Sewer District and be charged for operation and maintenance. Refer to Exhibit III-9 for utilities that are proposed for dedication to the Town of Brighton.

III.F.3. Private Utilities

The majority of the proposed storm sewers, storm water management facilities, green infrastructure and road network will be privately owned and maintained by a Home Owners Association. Gas, electric, telephone and cable service exists along Brighton-Henrietta Town Line Road. RG&E was provided with a copy of the project site plan for review and to determine if sufficient capacity exists in their gas and electric lines to service the proposed project. They have determined that there does not appear to be sufficient electric capacity at this time and a study is required to determine the necessary upgrades to the system to provide the needed capacity. The initial cost of this study will be borne by the applicant. A copy of their response can be found as Exhibit III-8A. Frontier Telephone and Time Warner Cable have also been provided with a copy of the project site plan for review and to determine if sufficient capacity exists in their respective lines to provide adequate telephone, internet and cable service to the proposed project.

III.F.4. Police Service

The Town of Brighton Police Departments serves Brighton's ±36,600 residents with a full time staff of approximately 41 officers with a support/administrative staff of ±8 people. The Patrol Division of the Department consists of approximately 31 officers and has three shifts which operates 24 hours a day 365 days a year. In 2010 the Department responded to over 34,000 calls for service which are dispatched directly through the County 911 call center. There are seven divisions in the department including the Road Patrol, Identification Division, Animal Control Division, D.A.R.E., Investigative Services, Records Division and School Crossing Guards. All of these divisions report directly to the Chief of Police.

III.F.5. Fire Service

Because the development project will serve a variety of uses the office, apartment home rental, and patio home markets were surveyed to effectively estimate the total absorption period for each of the proposed unit types. Current and historical data was gathered along with information regarding planned developments. The analysis of rental and sales data as well as discussions with real estate professionals merged both qualitative and quantitative perspectives to create a complete representation of current market trends. Interpolation of these demonstrated market trends with the components comprising the proposed Winfield Park Development allowed for a determination of the relative absorption rate. The conclusions drawn are detailed in the chart below, followed by analysis and documentation supporting our assertions.

Estimated Absorption for Winfield Park			
	Patio Homes (66 Homes)	Office Space (332,000 SF)	Apartments/Townhouses (425 Units)
Absorption Per Year	10	50,000 SF	84
Total Absorption Time	6.6 years	6.65 years	5.0 years

Based upon the above, the estimated total project absorption period from the date of construction commencement assuming an initial construction period of up to six months until the first unit(s) can be occupied is seven (7) years. The entire market study is located in Appendix -H.

As required per Section 209-5 of the Town of Brighton Code for Incentive Zoning applications, the following information provides the description, need and benefit of the requested incentives of the project:

1. Description of the proposed amenities (refer to amenities Exhibit II-1 for the general location and extent of the nine (9) amenities described below):

- 1) South Clinton Avenue pedestrian connection
- 2) Trail network through the northeast portion of the project
- 3) Erie Canal pedestrian access

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated June 28, 2013 from Town Clerk Daniel Aman regarding a request to authorize the Supervisor to execute an agreement with Castle Branch, Inc. to serve as an alternative vendor for background checks for the Town at a cost not to exceed \$28.00 per search, be received and filed; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Castle Branch, Inc. to serve as an alternative vendor for background checks for the Town at a cost not to exceed \$28.00 per search.

Dated: July 10, 2013

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

Daniel Aman
Town Clerk/Receiver of Taxes

David Marcus
Deputy Clerk / Deputy Receiver

June 28, 2013

Honorable Town Board
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618

Dear Board Members:

The Town Board recently took action to authorize the Supervisor to sign a contract with Intellicorp for background checks. The rate was stated as \$12.95 per search. We have since learned that there is the potential for "pass-through fees" from the Courts that house these records. It is unlikely that very many of our requests would incur these additional fees, but to safeguard the Town against unexpected fees I am requesting that we retain Castlebranch as an additional vendor.

If a background check is prepared with Intellicorp and Town Staff determines that it will exceed the \$28 fee we have from Castlebranch, the Staff member will terminate that Intellicorp check and file with Castlebranch instead.

Our previous agreement with Castlebranch is still valid from their perspective, but our policy is to have written agreements with all vendors. I respectfully request that you authorize Supervisor Moehle to execute a new contract with Castlebranch.

As Rebecca had noted in the previous request, background checks are an integral part of our Risk Management plan and are necessary to ensure the safety and security of our users.

Please let me know if you have any questions or concerns with this request.

Sincerely,

Daniel Aman
Town Clerk / Receiver of Taxes

TOWN OF BRIGHTON
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(585) 784-5240
FAX: (585) 784-5374
<http://www.townofbrighton.org>

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that correspondence dated June 28, 2013 from Town Clerk Daniel Aman regarding a request for authorization to submit a program application to the New York State Thruway Authority to allow the Town to participate in the E-Z Pass On-the-Go Retail Sales program and to further authorize the transfer of \$525.00 from A.CLERK.1410 2.11 (Office Equipment) to A.CLERK.1410 4.89 (Miscellaneous) to cover the start up cost of participating in the program, be received and filed; and be it further

RESOLVED, that the Town Board authorizes the Town Clerk to submit a program application to the New York State Thruway Authority to allow the Town to participate in the E-Z Pass On-the-Go Retail Sales program and further authorizes the transfer of \$525.00 from A.CLERK.1410 2.11 (Office Equipment) to A.CLERK.1410 4.89 (Miscellaneous) to cover the start up cost of participating in the program.

Dated: July 10, 2013

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

Daniel Aman
Town Clerk/Receiver of Taxes

David Marcus
Deputy Clerk / Deputy Receiver

June 28, 2013

Honorable Town Board
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618

Dear Board Members:

The New York State Thruway Authority recently began the E-Z Pass On-the-Go Retail Sales Program. They are working with partners in retail and municipalities to make it easier for New Yorkers to participate in the E-Z Pass program. Participating municipal offices purchase a box of 25 tags for \$525 or \$21 per tag and can then sell the tags for \$25. The Brighton Town Clerk's Office would be listed along with all other locations and would be searchable on the E-Z Pass website.

I am seeking the Board's permission to submit the E-Z Pass On-the-Go Retail Sales Program Application.

In addition, I am seeking the Board's permission to move \$525 from A.CLERK.1410 2.11 (Ofc Equip) to A.CLERK.1410 4.89 (Misc) in order to purchase the initial supply of tags. There is not a large amount of revenue generated per tag sold (\$4), but it is another service we can offer the residents of Brighton. If any tags are not sold and we wish to exit the program, the unsold tags can be returned within fifteen months of delivery

Sincerely,

Daniel Aman
Town Clerk / Receiver of Taxes

Attachments

TOWN OF BRIGHTON
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(585) 784-5240
FAX: (585) 784-5374
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New York State Thruway Authority
E-ZPass Operations
P.O. Box 189
Albany, NY 12209
Tel: (518) 436-3148



E-ZPass® On-the-Go Retail Sales Program Application

INSTRUCTIONS:

- Please read the E-ZPass On-the-Go Retail Sales Agreement prior to completing and submitting this Application.
- Complete Sections I through IV and VI and mail to the address above.
- This Application must be completed in its entirety and signed by an authorized representative.
- Upon approval of Application, the Retail Sales Agreement will be sent to Merchant for execution.

Section I Applicant Information			
Corporate/Business/Entity Name	Authorized Representative Name		Phone No. () -
Doing Business As (DBA)(if applicable)	Federal Employer ID No. (or SS No.)		Fax No. () -
Address of Primary Place of Business or Principal Office	City	State	Zip Code

Section II Retail Location Information	
Total number of retail locations the entity operates	Total number of retail locations applying for E-ZPass On-the-Go Tag distribution
Type(s) of retail locations where E-ZPass On-the-Go Tags will be distributed (check all that apply)	
<input type="checkbox"/> Gas/Service Station <input type="checkbox"/> Auto Dealership <input type="checkbox"/> Car Wash <input type="checkbox"/> Newsstand/Gift Shop <input type="checkbox"/> Auto Parts Store <input type="checkbox"/> Grocery Store <input type="checkbox"/> Convenience Store <input type="checkbox"/> Fast Food <input type="checkbox"/> Government/Municipal Office <input type="checkbox"/> Other	

Section III Specific Retail Information for E-ZPass On-the-Go Tag Sales (See Page 2)

Section IV Vendor Responsibility Questionnaire (TA-W3205-9)

Section V E-ZPass On-the-Go Retail Sales Agreement (See Attached)

Section VI Applicant Representation and Certification (See Attached)

I hereby represent that all of the information provided in this Application is complete, true and accurate. I further represent that I am authorized to execute this Application on behalf of the entity named in Section I.

_____ Authorized Representative Signature Authorized Representative Title Date

Important Note to Applicants:

Submission of an E-ZPass On-the-Go Retail Sales Program Application does not guarantee that it will be approved. Approval to participate as an E-ZPass On-the-Go merchant is within the sole discretion of the New York State Thruway Authority. Applicants may be required, at the request of the Thruway Authority, to provide additional information regarding the financial responsibility of the applicant.

It is not necessary to employ any person, agency, or organization to assist you in filing this Application. Beware of persons claiming to be able to assist you in securing action on your Application.

STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

1. Vendor is: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. Vendor's Legal Business Name		3. Identification Numbers a) FEIN # _____ b) DUNS # _____	
4. Doing Business As (D/B/A) (If applicable) & County Filed		5. Website Address (if applicable)	
6. Address of Primary Place of Business/Executive Office		7. Phone No. () - _____	8. Fax No. () - _____
9. Address of Primary Place of Business/Executive Office in New York State (if different from above)		10. Phone No. () - _____	11. Fax No. () - _____
12. Primary Place of Business in New York State is: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and phone number below:		13. Authorized Contact for this Questionnaire Name _____ Title _____ Phone No. _____ Fax No. _____ E-mail Address _____	
14. Vendor's Business Entity is (check appropriate box and provide requested information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* _____ Charities Registration No. _____	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other - Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York or a current certificate of good standing from your state of incorporation.			
15. Primary Business Activity (Please identify the primary business categories, products or services provided by your business).			
16. Name of Workers' Compensation Insurance Carrier:			
17. List below ALL of the Vendor's Principal Owners and the three officers who direct the daily operations of the Vendor (attach additional sheets if necessary):			
a) Name	Title	b) Name	Title
c) Name	Title	d) Name	Title

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

c)	been issued a citation, notice, violation order, or are pending an administrative hearing, proceeding or determination for violations of:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	i. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; ii. state or federal environmental laws; iii. unemployment insurance or workers' compensation coverage or claim requirements; iv. Employee Retirement Income Security Act (ERISA); v. federal, state or local human rights laws; vi. civil rights laws; vii. federal or state security laws; viii. federal Immigration and Naturalization Services (INS) and Alienage laws; ix. state or federal anti-trust laws; or x. charity or consumer laws	
d)	been investigated by any federal, state or local government agency for a civil violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>For yes answers to any of the above, detail the situation(s), the date(s), names(s), title(s) and address(es) of any individuals involved and, if applicable, any corrective action(s) taken by the vendor.</i></p>		
22.	In the past five (5) years, has the vendor or its affiliates ¹ had any claims, judgements (satisfied or unsatisfied), injunctions, liens, fines or penalties secured by any governmental agency including, but not limited to, judgements based on taxes owed or fines or penalties assessed by any federal, state or local government agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgement, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open or unsatisfied, indicate the status of each item as "open" or "unsatisfied".</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	Has the vendor (for profit and not-for-profit corporations) or its affiliates ¹ , in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action take by the vendor and the name of the auditing agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
25.	During the past three (3) years, has the vendor failed to:	
	a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to pile/pay the insurance and the current status of the liability.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
26.	Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates ¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
27.	Is the vendor current insolvent, or does the vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the NYSTA/CC with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28.	Has the vendor been a contractor or subcontractor on any contract with any New York State agency and/or with the NYSTA/CC in the past five (5) years? <i>List the agency name, address and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

E-ZPass On-the-Go Retail Sales Program Application

**E-ZPASS ON-THE-GO
RETAIL SALES AGREEMENT**

(To be executed after applicant is approved as an E-ZPass On-the-Go Merchant)

This AGREEMENT (hereinafter "Agreement") is made this *[insert day of month]* day of *[insert month and year]*, by and between the New York State Thruway Authority (hereinafter "Authority"), a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and *[insert name of Vendor]* (hereinafter "Merchant"), a *[insert organizational form - e.g., corporation, partnership, LLC, LLP, etc.]* duly organized and existing under the laws of the State of *[insert state]*, having its principal office at *[insert address]*.

WITNESSETH:

WHEREAS, the Authority is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining and operating a 570-mile superhighway system known as the Thruway, and

WHEREAS, as part of such authorization, the Authority is empowered to collect tolls and fees to maintain its operations and infrastructure; and

WHEREAS, in furtherance of these responsibilities, the Authority implemented an electronic toll collection ("ETC") system known as E-ZPass; and

WHEREAS, E-ZPass is a program whereby a customer pre-pays funds, receives a transponder (Tag) which is then mounted in or on the customer's vehicle, and as the vehicle passes through a toll plaza, an antenna in the lane "reads" that Tag's computerized information and the appropriate toll is deducted from the pre-paid funds; and

WHEREAS, because E-ZPass expedites transactions at the toll plaza thereby reducing congestion, the Authority wishes to expand the use of E-ZPass to as many Authority patrons as possible through the retail sale of E-ZPass Tags, a program known as E-ZPass On-the-Go has been established; and

WHEREAS, Merchant wishes to participate in the E-ZPass On-the-Go program subject to all of the terms and conditions of such program;

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named, do agree as follows:

I. CORPORATE WARRANTIES AND CONDUCT

Section 1.1 - Application Warranties and Changes

A. Merchant represents and warrants that: (i) all of the information provided and statements made in the Application, which is attached hereto and made a part of this Agreement, are complete, true and accurate; and (ii) the business identified on the Application as Merchant is owned in the manner set forth in the Application and that such business is the proprietor of the location(s) at which E-ZPass On-the-Go Tags will be sold.

B. Merchant shall notify the Authority of any changes to any information Merchant supplied on its Application, including any changes in the ownership of such business and the retail locations at which Merchant wishes to sell E-ZPass On-the-Go Tags, within seven (7) calendar days of such change. Merchant shall notify the Authority at least thirty (30) days prior to ceasing business operations, either temporarily or permanently.

Section 1.2 - Observance of Laws

Merchant agrees to observe and obey all applicable Federal, State and local laws, rules, regulations, and policies, and to procure all necessary licenses and permits.

Section 1.3 - Non-Assignment

This Agreement may not be assigned by Merchant nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign this Agreement without the Authority's written consent are null and void.

Section 2.4 – Risk of Loss

Risk of loss for all E-ZPass On-the-Go Tags delivered to Merchant passes to Merchant when Merchant takes delivery of Tags. Merchant understands that E-ZPass On-the-Go Tags are pre-valued and must be safeguarded in the same manner that Merchant would safeguard cash. Merchant acknowledges and agrees that if E-ZPass On-the-Go Tags in Merchant's possession are lost, stolen, tampered with, mutilated or destroyed: (i) Merchant is liable in full to the Authority for the value of such Tags; and (ii) the Authority shall not have any obligation to refund to Merchant any amounts relating to such Tags.

Section 2.5 - Marketing

A. Merchant shall prominently display at its retail locations where E-ZPass On-the-Go Tags are sold such E-ZPass On-the-Go signage and promotional materials as may be provided by the Authority. Merchant shall not include the Authority, E-ZPass or E-ZPass On-the-Go names or logos in its own signage, advertising or promotional materials unless such materials have been approved, in advance of usage, by the Authority.

B. Merchant hereby authorizes the Authority to include Merchant's name, likeness, and business name and address in the Authority's advertising and promotions for the E-ZPass On-the-Go program.

C. From time to time, the Authority may require Merchant to advertise special E-ZPass On-the-Go promotions. The commercial terms of such special promotions as between the Authority and Merchant and as between Merchant and customer shall be as set forth in a separate transmittal from the Authority to Merchant.

Section 2.6 – Site Inspections

The Authority shall have the right to conduct site inspections at any of Merchant's retail locations where E-ZPass On-the-Go Tags are sold. At the direction of the Authority, Merchant shall revise signage and promotional materials that have been provided by the Authority.

Section 2.7 – Confidentiality

A. Merchant shall safeguard personal information about its E-ZPass On-the-Go customers to the maximum extent permitted by law.

B. Merchant shall not sell, distribute or make available in any way the names and addresses of E-ZPass On-the-Go customers to any entity that will use such information for any commercial purpose; provided, however, that in the event a customer utilizes a check or credit card to purchase E-ZPass On-the-Go Tags at one of Merchant's retail locations, the foregoing restriction shall not be deemed to preclude Merchant from exchanging such information with the applicable banking or credit card institution for the purpose of effectuating such purchase.

III. MERCHANT E-ZPASS ON-THE-GO TAG ORDERS, PURCHASES DELIVERIES, PAYMENTS AND RETURNS

Section 3.1 – E-ZPass On-the-Go Tag Orders

To initiate participation in the program, Merchant must order a minimum of 25 E-ZPass On-the-Go Tags for sale at approved retail locations. E-ZPass On-the-Go Tag orders will be shipped to the approved retail location(s) specified by Merchant when placing the order.

Re-stocking orders for E-ZPass On-the-Go Tags must be in multiples of 25 Tags. Re-stocking orders will also be shipped to the approved retail location(s) specified by Merchant at the time of the re-stocking order.

Section 3.2 – Purchases and Payments

A. Merchant must pay \$21.00 for each E-ZPass On-the-Go Tag ordered. There will be no additional charge for the shipping of E-ZPass On-the-Go Tags to Merchant.

B. Merchant must make payment for each E-ZPass On-the-Go Tag order within forty-five (45) days of receipt of an invoice for such order.

C. The Authority will provide Merchant with a credit or refund for all E-ZPass On-the-Go Tags that are damaged during delivery and are received by Merchant in a damaged condition provided Merchant notifies the Authority within five (5) days of receipt of such damaged Tags.

Section 5.3 - Liability

Merchant shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Merchant in connection with its participation in the E-ZPass On-the-Go program. Further, it is expressly understood that Merchant shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligence of Merchant, and such indemnity shall not be limited by reasons of any insurance coverage. However, Merchant shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 5.4 - Governing Law

This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Section 5.5 - No Waiver of Provisions

The Authority's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this Agreement shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Agreement.

Section 5.6 - Severability Clause

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall remain binding and effective as against all parties hereto.

Section 5.7 - Entire Agreement

This Agreement, together with the Application and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

EXECUTED AFTER APPROVAL

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 10th day of July, 2013.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a retainer agreement to employ Modica and Associates as counsel to investigate and report on a matter involving the employment of particular people, at a cost not to exceed \$1,800.00.

Dated: July 10, 2013

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

RETAINER & FEE AGREEMENT

This Retainer & Fee Agreement ("Agreement") is between **MODICA & ASSOCIATES, ATTORNEYS, PLLC** ("Firm") and **THE TOWN OF BRIGHTON, NEW YORK** ("TOWN") on this _____ day of July, 2013.

SCOPE OF FEE AGREEMENT

Firm agrees to investigate an issue involving employees in the TOWN's Department of Public Works and the report the results of that investigation.

FIRM FEES

Firm will charge for time spent on the investigation at a reduced rate of \$300.00 per hour. Firm agrees that, no matter how many hours it spends on the investigation, the total cost to the TOWN will NOT exceed \$1,800.00.

RETAINER

As a courtesy to Town Attorney Kenneth W. Gordon, there is NO requirement that the TOWN pay the Firm a retainer to secure the anticipated fees charged.

RECORDS RETENTION POLICY

1. Firm will keep and maintain, either in its office or in off-site storage, all files for a period of at least three (3) years after the conclusion of the matter to which the files relate ("The Records Retention Period").
2. To facilitate storage of files of concluded matters, Firm may, before conclusion of the Records Retention Period, purge closed files of documents and other things which are neither intrinsically valuable nor potentially significant, such as drafts, photocopies, duplicates and the like.
3. In the absence of contrary instructions in writing from the TOWN, Firm reserves the right to discard or destroy all files pertaining to the concluded matter after the Records Retention Period has expired. Any such destruction or other disposition will be accomplished in a manner consistent with the preservation of the confidentiality of information. However, in the absence of contrary instructions from the TOWN, Firm will not destroy any materials which are intrinsically valuable, such as stocks, bonds, original wills, original promissory notes and the like.
4. Should the TOWN desire a copy of the file at the conclusion of the TOWN's relationship with Firm, the TOWN agrees to reimburse Firm for the cost of doing so.

RIGHT TO ARBITRATE A DISPUTE OVER FEES

In the event that there is a dispute about the Firm's fee that cannot be resolved informally, the TOWN has the right to elect to resolve this dispute by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts. Should such a dispute arise, Firm will provide you with a specific Notice as to how you can take advantage of the arbitration program.

CONSENT OF TOWN

The undersigned, having read and understood all the foregoing terms and provisions, consents thereto and acknowledges receipt of a copy of this Agreement.

MODICA & ASSOCIATES, ATTORNEYS PLLC



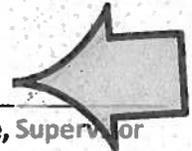
Steven V. Modica, Esq.

Date Signed: 07/09/2013

TOWN OF BRIGHTON, NEW YORK

BY: _____
Hon. William W. Moehle, Supervisor

Date Signed: _____



**SIGN
& DATE**

We urge you to read Statements of Client Rights and Responsibilities which are found at:

<http://www.modicalawfirm.com/responsibilities.php>

http://www.modicalawfirm.com/client_rights.php