

MINUTES OF TOWN BOARD MEETING
OF THE TOWN OF BRIGHTON, COUNTY OF
MONROE, NEW YORK, HELD AT THE
BRIGHON TOWN HALL, 2300 ELMWOOD
AVENUE, ROCHESTER, NEW YORK
February 12, 2014

PRESENT:

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

Daniel Aman, Town Clerk
Mark Henderson, Chief of Police
Tim Keef, Commissioner of Public Works
Kenneth Gordon, Attorney for the Town
Rebecca Cotter, Recreation Director
Suzanne Zaso, Finance Director

MEETING CALLED TO ORDER AT 7:00 PM:

RECOGNITIONS/PRESENTATIONS:

Black History Month Proclamation
Swearing in of Police Sergeant Michael DeSain to rank of Lieutenant
Swearing in of Police Officer Allison Laubacher to rank of Sergeant

OPEN FORUM:

Judy Schwartz
Joel Shapiro
Ray Tierney

APPROVAL OF AGENDA:

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to approve the agenda

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

January 8, 2014 Town Board Meeting

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to approve and file the aforementioned minutes

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS:

MATTER RE: Removal of significant town trees determined to be appropriate for removal due to tree health and/or public safety reasons at: 100 Thackery Rd., (30" Sugar Maple), 175 Greenaway Rd., (35 " Silver Maple), 47 Walden Place, (48" Silver Maple), 51 Cobb Terrace, (40" Silver Maple) and 11 Modelane, (41" Silver Maple) (see Resolution #1)

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. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

BIDS:

MATTER RE: Authorization to solicit for proposals as necessary for 2014 to provide various materials, equipment and services to the Highway, Sewer and Public Works Departments. (see Resolution #2 and letter dated January 30, 2014 from Timothy Keef, P.E. Commissioner of Public Works).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorization to solicit for proposals as necessary for 2014 to provide various materials, equipment and services to the Town Facilities, Parks, and Public Works Departments. (see Resolution #3 and letter dated January 30, 2014 from Timothy 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. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Brighton Resident Nicholas Graver complimenting the Town on our sidewalk plowing in the Rowlands neighborhood

FROM Police Chief Mark Henderson to Town Board dated January 28, 2014 announcing retirement of Animal Control Officer David Ewell after 21 years of service to the Town.

FROM Joanne D. Campione, Personnel Technician, Monroe County Dept. of Human Resources certifying our 2013 payroll with zero (0) discrepancies.

FROM Berkeley Brean, complimenting Mike Gulnac, Hwy-Sewer Dept. for a job well done concerning a water problem in his basement.

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros to receive and file the aforementioned communications

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services (PARCS) – Next meeting 2/24/2014 at 4:30 PM at Brookside

Finance and Administrative Services (FASC) – Next meeting 2/19/2014 at 9:00 AM in the Stage Conference Room

Public Safety Services – Next meeting 3/11/2014 at 8:00 AM in the Auditorium

Public Works Services – Next meeting 3/3/2014 at 9:00 AM 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. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file Stantec report concerning the Draft Environmental Impact Statement submitted by the University of Rochester Re: Campus Master Plan, Institutional Planned Development project, approve DEIS as complete and ready for public review and set March 26, 2014 as Public Hearing date for same (see Resolution #4)

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file correspondence dated February 7, 2014, from the Planning Board concerning their review of the proposed amendments to Chapter 201 and 203 of the Town Code relating to Comfort Care Homes and set April 9, 2014 as Public Hearing date for same (see Resolution #5).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to amend mileage reimbursement policy changing current allowable rate to reflect the latest IRS standard (see Resolution #6 and memorandum dated January 28, 2014)

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. 7 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Annual Business Associate Agreement with Brown & Brown of NY for 2014 (see Resolution #7 and letter dated January 27, 2014 with associated documents from Gary Brandt, Director of Personnel and HR)

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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Mary Louise Conrow from Coughlin & Gerhart to provide Representation to the Town for labor matters and collective bargaining issues (see Resolution #8 and copy of agreement).

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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize declaration of two Bobcat skid steer loaders as surplus equipment and trade in as part of the factory Bobcat Equipment Buy Back Program (see Resolution #9 and letter from Timothy Keef, P. E., Commissioner of Public Works/ Highway Superintendent , dated January 30, 2014).

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. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award and approval for Supervisor to execute agreement with Milton Caterpillar Inc. to purchase one (1) Backhoe Loader for Highway Dept. along with approval to declare current Backhoe Loader as surplus to be used for trade-in (see Resolution #10 , letter dated January 31, 2014 from Timothy Keef, P.E. Commissioner of Public Works and bid summary information).

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

MATTER RE: Authorize various necessary budget transfers and appropriations to the 2013 budget as part of the year-end financial close process (see Resolution #11 and memorandum from Suzanne Zaso, Director of Finance, dated February 4, 2014).

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. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to renew agreement with Jerry Peterson to provide Arborist Consulting services through December 31, 2014 (see Resolution #12 and letter dated January 31, 2014 from Timothy Keef, P.E. Commissioner of Public Works).

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. 13 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to renew agreement with Caccamise Electric to provide street lighting maintenance services through December 31, 2014 (see Resolution #13 and letter dated January 31, 2014 from Timothy 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. 14 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to renew agreement with Woodgate Landscaping Co. to provide mowing services for various Town facilities through December 31, 2014 (see Resolution #14 and letter dated January 31, 2014 from Timothy 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. 15 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to renew agreement with Waste Management of NY to provide refuse, recycling and dumpster services for Town Facilities through December 31, 2014 (see Resolution #15 and letter dated January 31, 2014 from Timothy Keef, P. E. Commissioner of Public Works).

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. 16 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute Addendum to the Highway permit for Greenlight Networks, LLC to install communications facilities within the Meadowbrook neighborhood. (see Resolution #16 and letter dated February 3, 2014 from Timothy Keef, P. E. Commissioner of Public Works).

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. 17 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize appropriation of \$4,625 to the 2014 Police budget for community building training (see Resolution #17 and Memorandum from Suzanne Zaso, Director of Finance dated February 4, 2014).

Motion by Councilmember Jason DiPonzio seconded by Councilmember Louise Novros that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 18 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize transfer of \$20,000 from unassigned General Fund balance to the Assessment Update Capital Reserve effective December 31, 2013 (see Resolution #18 and Memorandum from Suzanne Zaso, Director of Finance dated February 4, 2014).

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. 19 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize the closing of the following Capital Projects: Storm Sewer Improvements to the Debt Service Fund, Highland Avenue Reconstruction Project to the Highway Fund, and the Library/Town Hall Building Connection Project to the Quality of Life Reserve (see Resolution #19 and Memorandum from Suzanne Zaso, Director of Finance dated February 4, 2014).

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. 20 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize the appropriation of \$112,525 from the Workers' Compensation Reserve Fund to the 2013 Police Department budget (see Resolution #20 and Memorandum from Suzanne Zaso, Director of Finance dated February 4, 2014).

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. 21 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MOTION TO GO INTO EXECUTIVE SESSION AT 9:20PM :

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to go into executive session at 9:20 PM to discuss a matter of the employment of a particular person in the Police Department, litigation, and the appointment of a particular person to the Planning Board

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember James Vogel seconded by Councilmember Jason DiPonzio to come out of executive session at 10:36 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED AT 10:37 PM:

Motion by Councilmember Christopher Werner seconded by Councilmember Louise Novros to adjourn at 10:37 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 12th day of February 2014 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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS, correspondence dated December 4, 2013 from Commissioner of Public Works, Timothy E. Keef, P.E., regarding setting a public hearing pursuant to Section 8 of Chapter 175 of the Town Code relative to the removal of significant town trees found by the Commissioner to be appropriate for removal identified as a 30" Sugar Maple at 100 Thackery Road, a 35" Silver Maple at 175 Greenaway Road, a 48" Silver Maple at 47 Walden Place, a 40" Silver Maple at 51 Cobb Terrace and a 41" Silver Maple at 11 Modelane was received and filed on December 11, 2013; and

WHEREAS, the Town Board held a public hearing at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York on January 22, 2014 at 7:30 pm and continued said public hearing on February 12, 2014 all pursuant to Section 8 of Chapter 175 of the Town Code relative to the removal of significant town trees which have been identified by the Commissioner to be appropriate for removal consisting of the following trees: a 30" Sugar Maple at 100 Thackery Road, a 35" Silver Maple at 175 Greenaway Road, a 48" Silver Maple at 47 Walden Place, a 40" Silver Maple at 51 Cobb Terrace and a 41" Silver Maple at 11 Modelane; and

WHEREAS, notice of such public hearing was sent by first class mail at least 20 days prior to the February 12, 2014 hearing addressed to the owners of each of the properties adjoining each of the above trees proposed for removal and the owners directly across the Town highway from and the

properties contiguous to the adjoining properties that front on the same Town highway, pursuant to Town Code, now it is hereby

RESOLVED, that the arborist reports on each subject tree and any and all related internal and external communications are hereby received and filed as part of the record of the public hearing on this matter; and be it further

RESOLVED, that the Town Board pursuant to Section 8 of Chapter 175 of the Town Code of the Town of Brighton authorizes the Commissioner of Public Works to remove the following trees as it has been determined after the above referenced public hearing that removal of said trees is appropriate under the section above cited, based on the findings of the Town Board that each such tree constitutes a hazard to life or property: a 30" Sugar Maple at 100 Thackery Road, a 35" Silver Maple at 175 Greenaway Road, a 48" Silver Maple at 47 Walden Place, a 40" Silver Maple at 51 Cobb Terrace and a 41" Silver Maple at 11 Modelane.

Dated: February 12, 2014

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

Jerry Peterson
444 Clover Street
Rochester, NY 14610
ISA Certified Arborist – Municipal Specialist NY 0468AM

September,4,2013

Timothy E. Keef, P.E.
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 100 Thackery Rd.

Dear Mr. Keef:

In response to your request, I have inspected the tree within the right of way at 100 Thackery Rd. The following is a summary of my findings.

Field Inspection Data

The tree is a 30" diameter Sugar Maple located between the curb and sidewalk at the above address. The purpose of the inspection was to determine tree health and structural integrity. The inspection was performed on September,4,2013 and involved the visual inspection from ground level of the trunk, limbs, root flare and overall site conditions.

Tree Health

This tree is in severe decline. Only 20 percent of crown is living. All the scaffold branches on the sidewalk side have been removed due to dieback.

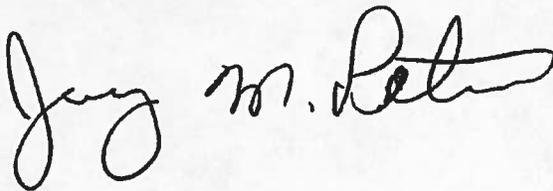
Tree Structure

The tree's structure consists of a single trunk. Only 50 percent of the crown remains. Only 50 percent of the remaining crown is alive. The root flare and lower trunk on sidewalk side of the tree are decayed with many fruiting bodies present.

Conclusions and Recommendations

From my observations, the structural integrity and health of this tree are very poor. Large deadwood in the crown and extensive decay in the lower trunk and root flare pose a significant risk of failure. The majority of the tree's crown is dead. It is my professional opinion that this tree be removed and replaced

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry M. Peterson". The signature is fluid and cursive, with the first name "Jerry" being the most prominent part.

Jerry M. Peterson

ISA Certified Arborist – Municipal Specialist NY-0468AM

Jerry Peterson
444 Clover Street
Rochester, NY 14610
ISA Certified Arborist – Municipal Specialist NY 0468AM

September,4,2013

Timothy E. Keef, P.E.
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 175 Greenaway

Dear Mr. Keef:

In response to your request, I have inspected the tree within the right of way at 175 Greenaway. The following is a summary of my findings.

Field Inspection Data

The tree is a 35" diameter Silver Maple located between the curb and sidewalk at the above address. The purpose of the inspection was to determine tree health and structural integrity. The inspection was performed on September,4 ,2013 and involved the visual inspection from ground level of the trunk, limbs, root flare and overall site conditions.

Tree Health

Measurement of twig growth, wound closure, and bud density indicate this tree is in poor condition. Measurement of twig elongation for the past three years shows an average growth rate of one quarter inch per year. This tree is in decline from previous root pruning and small rooting volume.

Tree Structure

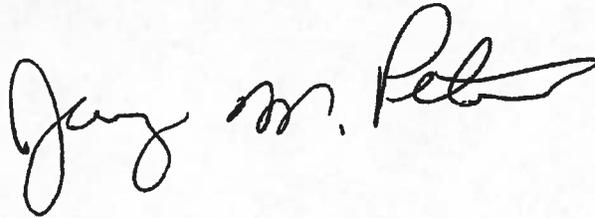
The tree's structure consists of a single trunk with a large wound and cavity at the main crotch. There is a large area of decay at the site of the removal of a rear lead due to the tree's proximity to utility lines. There is extensive decay in the trunk above and below the main crotch. The tree presents a thinning crown with dieback due to root damage, girdling roots and limited rooting space. The tree's proximity to utility lines raises this tree's target rating.

Conclusions and Recommendations

From my observations, the structural integrity of this tree is poor. The decay and cavity in the main crotch of the tree and the tree's poor health pose a significant risk of failure at the main crotch. The presence of utility lines in failure zone increases the tree's target rating.

It is my professional opinion that the tree should be removed and replaced with a tree for underwire planting.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry M. Peterson". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jerry M. Peterson

ISA Certified Arborist – Municipal Specialist NY-0468AM

Jerry Peterson
444 Clover Street
Rochester, NY 14610
ISA Certified Arborist – Municipal Specialist NY 0468AM

September,4,2013

Timothy E. Keef, P.E.
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 47 Walden Place

Dear Mr. Keef:

In response to your request, I have inspected the tree within the right of way at 47 Walden Place. The following is a summary of my findings.

Field Inspection Data

The tree is a 49 inch in diameter Silver Maple located between the road and sidewalk at the above address. The purpose of the inspection was to determine tree health and structural integrity. The inspection was performed on September,4 ,2013 and involves visual inspection from ground level of the trunk, limbs, root flare and overall site conditions.

Tree Health

Measurement of twig growth, wound closure, crown thinning and presence of damage to the root system and root flare indicate this tree is in fair-poor condition.

Tree Structure

The tree's structure consists of two leads growing from the main trunk at 9 feet above the ground. There is a cavity with severe decay on the street side of the tree at the main crotch. Probing reveals there is extensive decay in the trunk above the cavity.

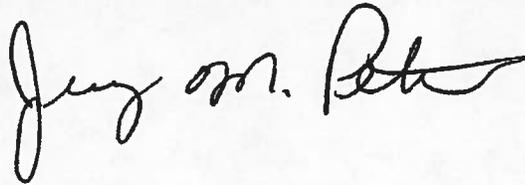
Tree Structure (continued)

There are cavities and decay in the two leads as a result of old pruning wounds. Root severance was observed on the sidewalk side one foot from the root flare as a result of past sidewalk replacement. Root severance and small rooting volume have caused crown thinning and tree decline. The house and garage at this address are in the target zone.

Conclusions and Recommendations

From my observations, the structural integrity of this tree is poor. This is a large tree with extensive decay in the main crotch and trunk. Crown reduction to reduce wind loading is not an option due to the tree's fair to poor health condition. It is my professional opinion that this tree be removed and replaced.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry M. Peterson". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jerry M. Peterson

ISA Certified Arborist – Municipal Specialist NY-0468AM

**Jerry Peterson
444 Clover Street
Rochester, NY 14610
ISA Certified Arborist – Municipal Specialist NY 0468AM**

December 11, 2012

**Timothy E. Keef, P.E.
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618**

RE: 51 Cobb Terrace

Dear Mr. Keef:

In response to your request, I have inspected the tree within the right of way at 51 Cobb Terrace. The following is a summary of my findings.

Field Inspection Data

The tree is a 40" diameter Silver Maple located in the lawn area at the above address. The purpose of the inspection was to determine tree health and structural integrity. The inspection was performed on December 11th, 2012 and involved the visual inspection from ground level of the trunk, limbs, root flare and overall site conditions.

Tree Health

Measurement of twig growth, wound closure, and bud density indicate this tree is in poor condition. The crown of the tree is thin with dieback and hangers present. The tree is in decline.

Tree Structure

The tree's structure consists of two leads nine feet from ground level. The tree has been dead wooded and thinned numerous times in the past. This can be observed by the number of pruning wounds present in the crown.

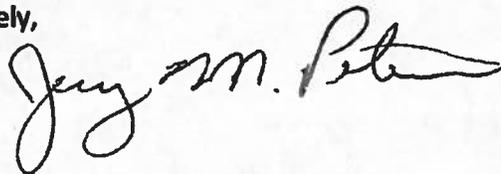
The lead over the driveway has multiple cavities present at the site of old pruning wounds. Arrangement of these cavities along with internal decay, present a significant structural weakness in the lead.

Conclusions and Recommendations

From my observations, the structural integrity of the lead over the driveway is poor. Multiple cavities and associated decay pose a significant risk of failure in this lead. Removal of the lead is an option. However, removal of significant leaf area from a tree in decline will accelerate die back and decline of the remaining crown.

It is my professional opinion that the tree be removed and replaced. If only the lead is removed the tree should be inspected on an annual basis.

Sincerely,

A handwritten signature in black ink that reads "Jerry M. Peterson". The signature is written in a cursive style with a large, looping initial "J".

Jerry M. Peterson

ISA Certified Arborist – Municipal Specialist NY-0468AM

Jerry Peterson
444 Clover Street
Rochester, NY 14610
ISA Certified Arborist – Municipal Specialist NY 0468AM

November 6, 2013

Timothy E. Keef, P.E.
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 11 Modelane

Dear Mr. Keef:

In response to your request, I have inspected the tree within the right of way at 11 Modelane. The following is a summary of my findings.

Field Inspection Data

The tree is a Silver Maple 41" inches in diameter located in the lawn area at the above address. The purpose of the inspection was to determine tree health and structural integrity. The inspection was performed on November 6, 2013, and involved the visual inspection from ground level of the trunk, limbs, root flare and overall site conditions.

Tree Health

Measurement of twig growth, wound closure, and bud density indicate this tree is in poor condition. Twig growth is under 2 inches and the remaining crown is thinning.

RECEIVED
NOV 08 2013

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

Tree Structure

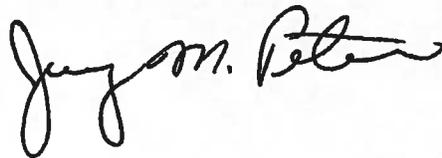
The tree's structure consists of 2 leads growing from the main trunk at height of ten feet from the ground. More than forty percent of this tree's original crown has been removed in the past. Severe decay with slim flux and fruiting bodies of Ganoderma appalatum are present in the large wound on the lower trunk. A second large wound is present on the trunk near the main crotch. A large cavity is present at the site of this upper wound. This cavity, with associated decay, extends above the wound through the main crotch and into the lead on the house side of the tree.

Conclusions and Recommendations

From my observations, the structural integrity of this tree is poor. There is a large wound with severe decay in the main trunk and a large cavity with decay at and above the main crotch. Both wounds are sites of large limb removals in the past. This tree's poor health and lack of sufficient leaf area prevent this tree from producing adaptive growth to support the tree's structural weaknesses.

It is my professional opinion that this tree poses a significant risk of failure of the lead on the house side of the tree. The target zone is the house on this property. My recommendation is this tree be removed and replaced.

Sincerely,

A handwritten signature in black ink that reads "Jerry M. Peterson". The signature is written in a cursive style with a large, looped initial "J".

Jerry M. Peterson

ISA Certified Arborist – Municipal Specialist NY-0468AM

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 30, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Commissioner of Public Works or his designee to solicit proposals as necessary for calendar year 2014 to obtain certain and various materials, equipment and services as set forth in said correspondence relating to matters which have been included in the 2014 Town Budget for the Highway, Sewer and Public Works Departments, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Commissioner of Public Works or his designee to solicit proposals as necessary for calendar year 2014 to obtain certain and various materials, equipment and services as set forth in said correspondence relating to matters which have been included in the 2014 Town Budget for the Highway, Sewer and Public Works Departments.

Dated: February 12, 2014

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

January 30, 2014

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

re: Authorization of Bids for 2014 (Highway/Sewer/DPW)

Dear Chairperson Werner and Committee Members:

Authorization is requested to solicit bids as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2014 Budget.

- Sidewalk construction and repairs
- Pavement profiling (milling)
- Paver rental
- Loader, truck, vehicle tires and appurtenances
- Cured-in-place pipe lining
- Sewer Grouting
- Replace Backhoe (#89)
- Replace Street Sweeper (#90)
- Procurement of Highway Materials
- Procurement of Pavement and Signage Marking and appurtenances
- Purchase Towable Impact Attenuator
- Replace Bobcat(s)
- Replace Highway Mower
- Building Repair and Maintenance

Furthermore, it is recommend that the use of State, County, City or other bids also be authorized for 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 February 4, 2014 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

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 30, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Commissioner of Public Works or his designee to solicit proposals as necessary for calendar year 2014 to obtain Tree Maintenance Services/Emerald Ash Borer Treatment, Hardware, Hand/Garden Tools, Paint, Electrical and Miscellaneous Building Supplies and Refuse District Services which have been included in the 2014 Town Budget for the Public Works Department, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Commissioner of Public Works or his designee to solicit proposals as necessary for calendar year 2014 to obtain Tree Maintenance Services/Emerald Ash Borer Treatment, Hardware, Hand/Garden Tools, Paint, Electrical and Miscellaneous Building Supplies and Refuse District Services which have been included in the 2014 Town Budget for the Public Works Department.

Dated: February 12, 2014

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

January 30, 2014

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

re: Authorization of Bids/RFQ's for 2014
DPW/Town Facilities/Parks Department

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 2014 Budget.

Tree Maintenance Services/Emerald Ash Borer Treatment
Hardware, Hand/Garden Tools, Paint, Electrical and Miscellaneous Building Supplies
Refuse District Services

Furthermore, it is recommend 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 February 4, 2014 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
M. Beeman
S. Zaso
A. Banker
M. Hussar

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

February 12, 2014

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>4,349,214.24</u>
D - HIGHWAY		<u>114,435.11</u>
H - CAPITAL		<u>43,763.92</u>
L - LIBRARY		<u>18,921.59</u>
SA - AMBULANCE DIST		<u>248,000.00</u>
SS - SEWER DIST		<u>7,744.81</u>
TA - AGENCY TRUST		<u>7,116.19</u>
TE - EXPENDABLE TRUST		<u>193.00</u>
TOTAL	\$	<u>4,789,388.86</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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 6, 2014 from Environmental Review Liaison Officer Ramsey A. Boehner regarding the Supplemental Draft Generic Environmental Impact Statement ("SDGEIS") submitted by the University of Rochester regarding its Campus Master Plan for its Institutional Planned Development project, together with items of correspondence from William C. Holthoff of Stantec Consulting Services, Inc. dated respectively January 15, 2014 and February 6, 2014 regarding said SDGEIS, together with correspondence from Thomas Greiner, Esq. as attorney for the University dated February 5, 2014 regarding said SDGEIS, together with the SDGEIS itself, including all documents referenced in the correspondence from Mr. Boehner, all be received and filed; and be it further

RESOLVED, that the Town Board hereby accepts the SDGEIS for the proposed Institutional Planned Development with the above incorporated revisions and documents as complete and adequate for public review and comment, based on the recommendation of the Town's consultant, Stantec Consulting Services, Inc. and the Town's Environmental Review Liaison Officer; and be it further

RESOLVED, that the Town Board pursuant to the State Environmental Quality Review Act and acting in its capacity as lead agency hereby sets a public hearing on said SDGEIS for March 26, 2014 at 7:30 pm or as soon thereafter as this matter may be heard to be held at the Brighton Town Hall,

2300 Elmwood Avenue in the Town of Brighton, County of Monroe and State of New York and further sets April 11, 2014 at 5:00 pm as the deadline for the Town to receive written public comment on said SDGEIS and further hereby directs the Town Clerk to publish and post notice of said public hearing and the deadline for public comments as is required by law.

Dated: February 12, 2014

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

University of Rochester – IPD Rezoning
Town of Brighton
Monroe County, New York
Supplemental - Draft Generic Environmental Impact Statement

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I. Introduction

A. Description of Proposed Project

This Supplemental Draft Generic Environmental Impact Statement (S-DGEIS) is prepared pursuant to the New York State Environmental Quality Review Act (SEQRA), Article 8 of the NYS Environmental Conservation Law, and its implementing regulations – 6NYCRR Part 617.

B. Synopsis of the S-DGEIS

This S-DGEIS contains written narratives and supporting documents to outline changes to the DGEIS since the completion of the DGEIS review and public comment period were completed.

A Draft Generic Environmental Impact Statement (DGEIS) was prepared for this project by T. Y. Lin International (formerly FRA Engineering and Architecture, P.C.) on behalf of the University of Rochester, the Applicant. The DGEIS was based upon the scope adopted by the Town of Brighton Town Board on April 13, 2005. The DGEIS for the Rezone Property was deemed complete by the Town Board at its December 2, 2005 meeting, and is hereby incorporated into the S-DGEIS by reference.

Copies of the accepted DGEIS were provided to the Town for public review and comment. Copies of the DGEIS were provided to the Town representatives, Town consultants, and State reviewing agencies. A copy of the DGEIS was made available to the public at the Town Hall, the library and on the Town's website. A public hearing was held on January 11, 2006, which was continued and closed on March 8, 2006.

Changes and Additions to the DGEIS

It has been determined that changes have taken place warranting the preparation of an S-DGEIS and completion of the attendant process.

A summary of the changes includes:

- Removal of approximately 8 acres U of R lands from the proposed IPD District developable land because of acquisition of some acreage by the NYS DOT to make way for I-390 corridor improvements and the use of an approximately 3.14 acre parcel for an RG&E Substation that will serve the electrical capacity needs of the Town as well as the University. Refer to the figure on page 5.
- Commencement of construction of new I-390 on-ramps by NYS DOT.

- Preparation of a revised concept Master Plan for the South Campus site which reduces the overall square footage of future development (with an increase in residential, and a decrease in non-residential square footage); shifting all (but especially non-residential uses) away from neighboring residential properties, as described herein.
- A revised Drainage Study to address updated stormwater regulations (NYS Department of Environmental Conservation Phase II, General Permit 2010).
- An analysis of downstream watershed, including a hydrological analysis of Furlong Creek.
- A delineation of the old growth habitat found within the woodlot EPOD on-site.
- An update to the tree survey (conducted in the same manner as the original survey) and an analysis of significant trees located on-site.
- An update to traffic analysis, including obtaining new traffic data for three intersections located within the Town.
- An updated wetland boundary delineation and mapping.
- A proposal for the construction of a clinical imaging building located on the South Campus site to be built as soon as possible. (This would be the first project for the South Campus site comprising this IPD District)

If there are no changes from the original DGEIS document, the original document will be incorporated by reference to that particular section.

C. DGEIS and University Master Plan – Summary Comparison

Since completion of the DGEIS, the U of R has completed work on two major initiatives: development on a new strategic plan, and a comprehensive master plan. The two plans have been developed in concert, resulting in a Master Plan that is complementary with the objectives of the strategic plan addressing the quality and growth of the University. The Campus Master Plan was formally adopted by the University in 2009.

The full build-out of the University of Rochester has been envisioned in the University of Rochester Campus Master Plan. It considers the development of approximately 5 million square feet of new research, clinical, academic and residential growth over the next 20 years, primarily focusing on the Mid-Campus/Medical Center area (in the City of Rochester). It also addresses potential build out of the South Campus (in the Town of Brighton). In addition to the future expansion to the existing Laser Lab located on the South Campus site,

near term plans include the construction of an up to four story, 122,000 square foot building on East River Road for outpatient clinical use (the proposed imaging building referenced above).

When the DGEIS was prepared, the U of R had not yet undertaken its Campus Master Plan work, and therefore, a series of development and build-out assumptions were made about future uses, densities, locations of potential buildings and the timing of expansion. Since the completion of the DGEIS, the Master Plan has been completed, and therefore, more detailed information about University expansion within the Town of Brighton is now available. Where applicable, this information has been provided in this S-DGEIS in response to questions about the future build-out and associated impacts to the community and environment. Figures from the University of Rochester's Campus Master Plan are included with this document (Figures 1 through 4). In summary, the University of Rochester Campus Master Plan indicates the following for the South Campus which represents several changes from the original IPD application:

Comparison of South Campus Plans



IPD Application Materials - DGEIS

Existing Residential:	338,600 GSF
Existing Office/Research:	332,671 GSF
Proposed Office/Research/Clinical:	1,972,207 GSF
Overall Total At Full Build:	2,643,478 GSF



Current Master Plan for South Campus

Existing Residential:	338,600 GSF
Existing Office/Research:	430,762 GSF
Proposed Residential:	476,400 GSF
Proposed Office/Research/Clinical:	1,290,050 GSF
Total New Proposed:	1,766,450 GSF
Overall Total At Full Build:	2,535,812 GSF

- **Residential:** The addition of approximately 476,400 square feet of residential buildings, which will increase the housing area from 338,600 to 815,000 square feet. The new graduate apartment units will be energy efficient, in compliance with the most

current building codes and will employ green building measures. Building heights are expected to be four floors.

- **Office/Research/Clinical:** Approximately 1.29 million square feet of office/research/clinical space, which includes an addition to the existing Laser Lab of approximately 100,000 GSF. This represents a reduction in the planned build out of these types of uses by approximately 682,000 square feet. These building locations are proposed in the northern portion of the South Campus site along the Route 390/East River Road corridors, away from residential streets. Anticipated building heights are expected to range from one to five floors maximum.
- **Buffers:** An expanded buffer surrounding all uses from existing residences. The non-residential buildings are concentrated along the highway and East River Road, much further away from the adjacent residential neighborhoods, as compared to the concept plan included in the DGEIS as part of the original application.

Therefore, the IPD rezoning permits development that falls within the following thresholds:

- 1.29 million square feet of office, research and clinical care, orientated to be north of existing housing with no buildings taller than five stories.
- 476,400 square feet of residential buildings all located west and southwest of the adjacent residential neighborhood. The proposed residential buildings will be four stories.

	Building Square Footage, South Campus		
	Existing, GSF	DGEIS	Master Plan, GSF
Existing Housing (Whipple Park)	338,600	338,600	338,600
Existing Institutional (University Facilities & Services Building)	43,888	0	0
Existing Institutional (Advancement & Alumni Center)	133,191	133,191	133,191
Existing Institutional (Laser Lab)	297,571	199,480	297,571
New Housing	-	-	476,400
New Institutional	-	1,972,207	1,290,050
Total	813,250*	2,643,478	2,535,812

*DGEIS stated 689,900. The total above includes the Laser Lab expansion, which was completed after the completion of the DGEIS

II. Description of the Action – Changes from DGEIS

A. Overview of Action

As outlined in the original November 2005 DGEIS, the proposed action by the University for rezoning to an IPD District for its South Campus through Incentive Zoning remains unchanged. Please refer to the November 2005 DGEIS Section II. A. Page 3.

The Proposed Amenities outlined in the original DGEIS that remain are as follows:

1. Donation of the parcel south of Crittenden Road (42.55+/- acres).
Dollar value: \$265,000 (based on a 2004 value)
2. Planting enhancements within the 100 foot buffer zone adjacent to residential areas.
Dollar value: \$100,000
3. Elimination of any future access to Crittenden Road.
Dollar value: \$1,000

Additional amenities outlined in this document are proposed to alleviate existing flooding conditions along the Crittenden Road properties in the Furlong Creek area, as follows:

4. Revise storm sewer connections on the developed portion of the South Campus (in Whipple Park) to redirect drainage away from flooding area.
Dollar value: \$7,500
5. Close an existing swale that connects the south wetland area to the Furlong Creek watershed by creating a berm.
Dollar value: \$5,000
6. Construct an outlet to control ponding elevation from the south wetland area on the South Campus through the railroad embank to discharge to Furlong Creek on the west side of the embankment (thus reducing the potential to overtop the berm and cause flooding).
Dollar value: \$35,000

The proposed IPD District includes a mix of uses including office, research, clinical care, and housing. The original DGEIS identified the proposed district as a mix of research, office, housing, storage and university-related supporting uses.

The building concept plan included in this document has been updated to reflect the University Master Plan, as described above (see Figure 4).

B. Requested Incentives

The requested incentives originally outlined in the DGEIS have been updated and are as follows:

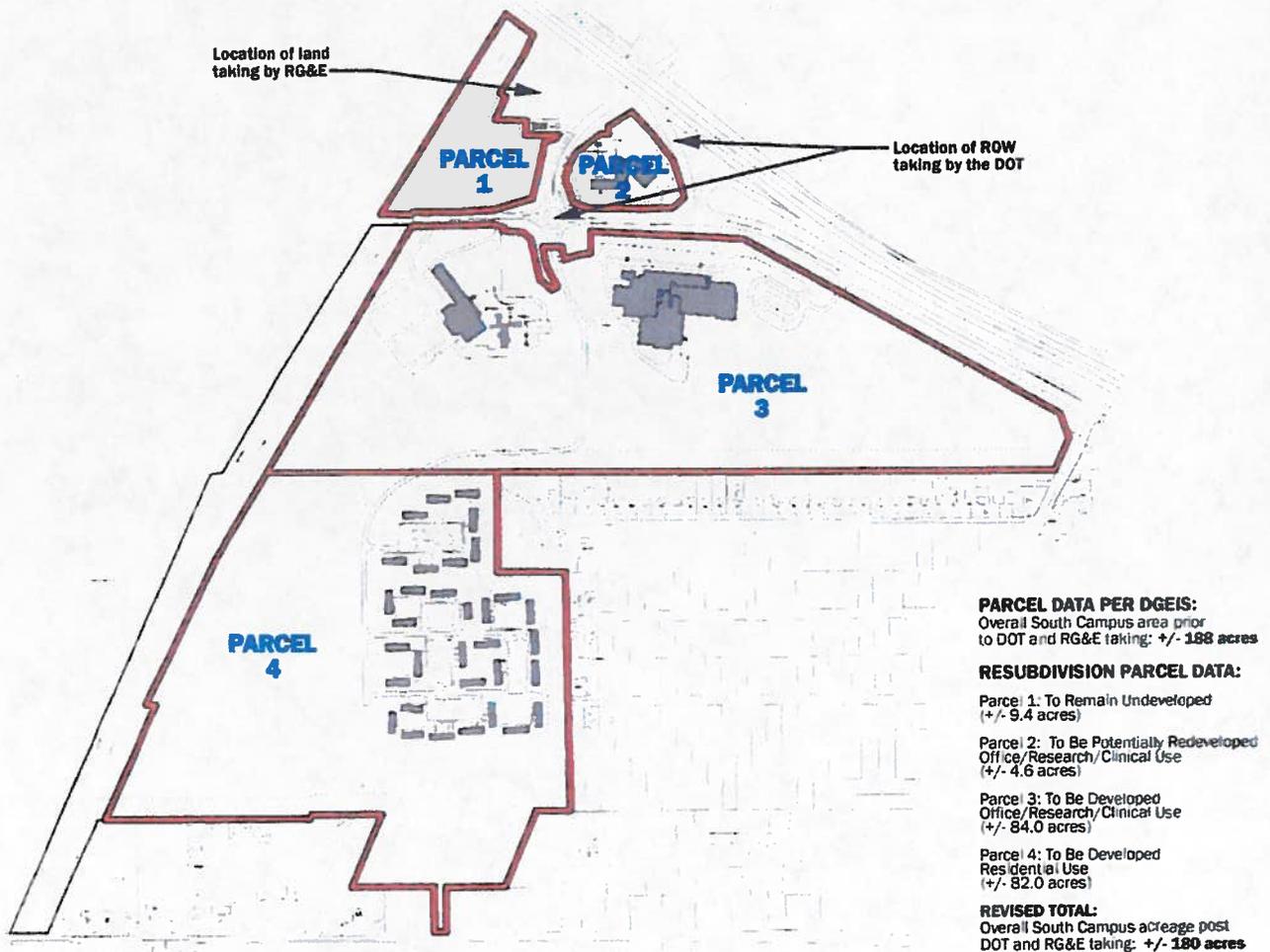
1. The rezoning itself, though the University fully believes that its request for rezoning to an IPD district could stand on its own merits under conventional zoning practices.
2. In the site area north of East River Road, a maximum building height of 90 feet.
3. In the site area south of East River Road and 250 feet north of the property boundary parallel to Southland Drive from W. Henrietta Rd to the western corner and 250 feet west of the Southland Drive property boundary west corner along the line of the Southland Drive property boundary to Lehigh Valley Trail property boundary, a maximum building height of 75 feet.
4. In the zone 250 feet north and 250 feet west of the property boundary parallel to Southland Drive, a maximum building height of 60 feet.
5. In the site area south of the property boundary parallel with Southland Drive, which is proposed to be developed for residential use, a maximum building height of 50 feet to the eaves with a total maximum height of 60 feet.
6. A maximum development density of 15,850 gross square feet per acre (per town code: 180 acres - 20 acres wetland/buffer = 160 acres. 2,535,812 GSF/160 acres = 15,850 GSF/acre).

Please refer to Appendix H for a full description of the Draft Rezoning Ordinance and supporting graphics.

C. Location and Surrounding areas

The Location and Surrounding areas are unchanged from the DGEIS; therefore, that section of the DGEIS is incorporated by reference. Please refer to the November 2005 DGEIS Section II. B. Page 7.

The total land area of the proposed IPD has been reduced by 8 acres as described above in section I. B. above, and is illustrated in the following figure.



D. Overview of purpose, need and benefit

With the minor decrease in proposed IPD land area (8 acres less), this section remains unchanged from the DGEIS. The remaining portion of the DGEIS is incorporated by reference. Please refer to the November 2005 DGEIS Section II. B. Page 7.

E. Overview of impacts

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section II. B. Page 8.

III. Required Permits/Approvals Subject to SEQ**A. Approvals Needed, Permits and Issuing Agencies**

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section III. A. Page 8.

IV. Project Purpose, Need and Benefit**A. Action Purpose**

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section IV. A. Page 9.

B. Need the Action is Responding to

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section IV. B. Page 9.

C. Social Benefits

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section IV. C. Page 9.

D. Economic Benefits

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section IV. D. Page 9.

E. Other Benefits

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section IV. E. Page 10.

V. Environmental Setting

A. Topography, Geology & Soils

This section of the DGEIS remains unchanged, except as described below, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section V. A. Page 10.

As part of an extensive drainage analysis which was conducted for the South Campus site, conceptual grading plans have been developed utilizing the current Master Plan. These conceptual grading plans were done at a one foot contour interval, and include all areas of proposed disturbance on the South Campus property. Conceptual grading around buildings, across parking areas, and along roadways is depicted, in addition to proposed locations of storm water management facilities and bio-retention areas. Earthwork will be performed in phases, with each proposed building or phase of development, as necessary. Illustrated over a set of five sheets, the conceptual grading can be found in Appendix G.

B. Water Resources, Stormwater Runoff

As described above in Section I. B, the proposed IPD rezone area was reduced in size by 8 acres. Some minor drainage modifications and a small detention area were installed recently as part of the NYS DOT's I-390/ Kendrick Road / East River Road improvement project, which introduced slight modifications to the exiting drainage areas in that area of the IPD as compared to the descriptions in the DGEIS.

This S-DGEIS includes a completely new drainage analysis, which includes re-definition of the drainage patterns and sub-drainage areas. The Drainage Report is included as Appendix A.

The Rezone Property study area was divided into 5 separate drainage areas (subareas), as shown on Figure B in the Drainage Report, that define the existing drainage patterns. Subarea 1 consists of 45-acres located in the northwest portion of the Rezone Property; Subarea 2 consists of 66 acres located in the northeast portion of the Rezone Property; Subarea 3 consists of 39-acres located in the middle portion of the Rezone Property including the Whipple Park Apartments; Subarea 4 consists of 31-acres located in the southern portion of the Rezone Property, north of Crittenden Road; and Subarea 5 consists of 41.5-acres located south of Crittenden Road (Lilac Park Subdivision). Within the boundaries of the Rezone Property there are five primary watercourses / drainage ways. The watercourses serve as receiving locations for storm water runoff from the adjacent topography and direct the discharge to the Erie Canal or to Red Creek.

The total acreage of the drainage subareas is greater than that of the Rezone Property as the topography of the area is such that off-site areas drain toward the Rezone Property, directing surface and sub-surface flows in the general direction of the Rezone Property.

The drainage from Subarea #2 discharges to the Erie Canal (which is not considered a natural watercourse). Subarea #2 has been divided into four sub-subareas to account for the four separate systems this drainage area uses to reach the Canal. The first Subarea #2A consists of the western portion of Murlin Drive and some of the existing buildings and parking areas on the east side of Murlin Drive. This area sheet drains or is directly discharged to the existing detention pond located in the south-east quadrant of the East River Road and Murlin Drive intersection. This detention pond was recently constructed as part of the NYSDOT I-390 and E River Road improvements. The pond outlets via an outlet structure directly to the Erie Canal. The second subarea #2B primarily consists of the eastern portion of Subarea #2 from Murlin Drive. This area sheet drains or is directly discharged to an existing detention pond located east of the Laser Lab. The detention pond discharges via a large outlet structure and storm sewer to the Erie Canal. There is an off-site area that drains through this subarea. It consists of approximately 44-acres and includes the residential area to the east of the Whipple Park Apartments and south of the Laser Lab/COI, containing the residences located along Southland Drive, Sylvia Road, and Doncaster Road. The storm water runoff is collected in a closed conduit drainage system that conveys the storm water to the existing detention pond. Subarea #2C receives sheet drainage from eastern portions of Subarea #2 that do not discharge to the existing detention pond. This consists mainly of lawn areas south of East River Road. The fourth sub-area is Subarea #2D which consists of the parcel north of East River Road. This area is collected in a closed conduit storm sewer system and discharged into a storm sewer system in Murlin Drive. This system outlets directly into the Erie Canal. Refer to Figure B-2 in the Drainage Report.

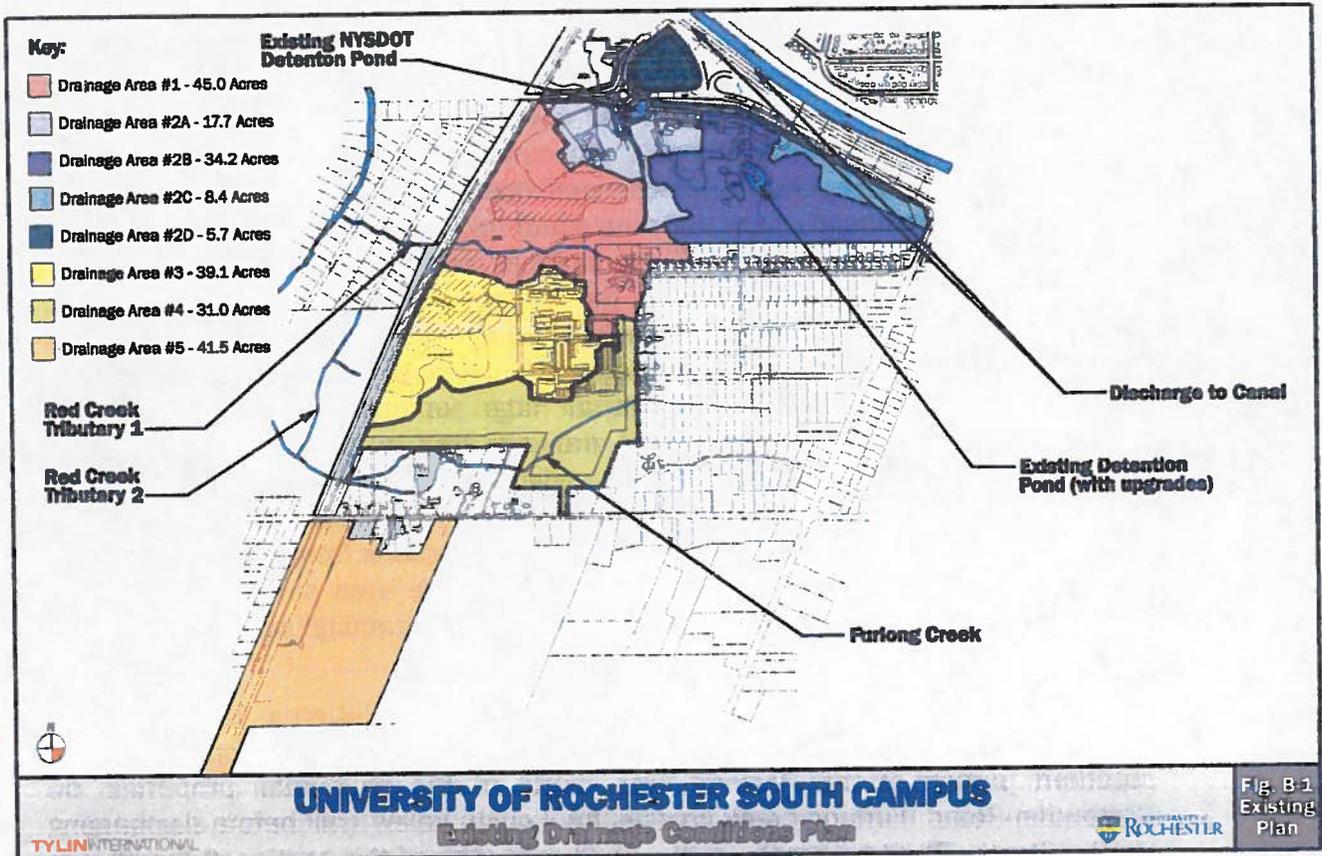
The first natural watercourse collects drainage from Subarea 1. The upstream end of the watercourse is located immediately north of the Whipple Park apartments and flows from east to west. The discharge from this watercourse is directed to Red Creek, located primarily within a forested wetland area. Stormwater runoff is received predominantly from regions to the north and east of the watercourse. The topography to the north slopes in the southwest direction. The slope on the east side directs runoff approximately due west into the watercourse. A second, minor drainageway, which flows southwardly with stormwater runoff collected from the immediate surrounding topography, joins into the main watercourse from wooded wetlands to the north. The watercourse directs the storm water west to the western boundary of the Rezone Property to an existing 24-in x 24-in stone culvert. The culvert was built for the construction of the Lehigh Valley Railroad and is in good condition. The areas upstream and downstream of the culvert are lined with dense, natural vegetation. Beyond the

culvert and western boundary of the Rezone Property, the watercourse continues to direct stormwater westerly through a small section of residential subdivision, and discharges to Red Creek.

The second natural watercourse within the Rezone Property collects drainage from Subarea 3 and is located in the south-west portion of the South Campus. This area generally flows east to west towards a large wetland area herein referred to as the 'South Wetlands'. No outlet for this watercourse could be located. A culvert is reputed to direct runoff from the wetlands under the Lehigh Valley Trail to a drainage ditch that runs south to Furlong Creek west of the trail. The culvert could not be found by multiple parties and is believed to be completely plugged and/or buried. The bottom of this subarea/watercourse contains a large area of standing water and storage potential. The standing water exhibits stagnant behavior and discharges through slow ground infiltration to the west and evapotranspiration. A natural ridge separates the south wetland drainage area from the Furlong Creek drainage area to the south. A drainage swale runs along the east side of the Lehigh Valley trail berm connecting the Furlong Creek and South wetland drainage areas. The swale has a natural high point at the ridge and directs runoff in opposing directions from this point. Large storm events that exceed the capacity of the storage area surmount the ridge point in the swale and flow south to the Furlong Creek drainage area.

The third natural watercourse collects drainage from Subarea #4 & #5 and discharges to Furlong Creek, a tributary of Red Creek. This area consists of the southern portion of the Rezone Area, north of the residential properties on Crittenden Road. Furlong creek crosses the Lehigh Valley Trail before discharging to Red Creek. The topography on the southeast edge of this section of the stream slopes to the west, while slopes on the northwest side of this section incline in a southeastern direction towards Furlong Creek. There is a second watercourse from the northwest that confluences with Furlong Creek. Runoff entering the watercourse at the forked section predominantly originates from regions to the north with slopes directed southeasterly. Refer to Figure 3.1 for a map of the drainage areas. This figure is also provided as B-2 in Appendix A.

Refer to the Figure below for the Existing Conditions Drainage subareas.



Refer to the Table below for the Existing Conditions Runoff Rates.

Drainage Area	Area (acres)	Weighted CN*	Tc (hrs)	Design Storm	Existing Run off (cfs)
Subarea 1 Northern Red Creek Tributary	44.98	82	0.75	1-yr 2-yr 10-yr 25-yr 100-yr	21.4 27.9 53.8 66.4 87.1
Subarea 2A Erie Canal via NYSDOT Detention Pond	17.71	86 to swale 84.9 direct discharge	0.5 to swale 0.2 direct discharge	1-yr 2-yr 10-yr 25-yr 100-yr	15.5 19.4 34.6 41.7 53.2
Subarea 2B Erie Canal via Existing U of R Detention Pond	34.19 (onsite) 44.0 (offsite)	81.8 (onsite) 85 (offsite)	0.7 (onsite) 0.5 (offsite)	1-yr 2-yr 10-yr 25-yr 100-yr	9.8 10.8 53.7 81.4 106.8
Subarea 2C Erie Canal via I-390 Storm Sewer System	8.38	80	0.2	1-yr 2-yr 10-yr 25-yr 100-yr	7.6 10.0 19.7 24.4 32.0
Subarea 2D Erie Canal via Murlin Drive Storm Sewer	5.74	83.7	0.2	1-yr 2-yr 10-yr 25-yr 100-yr	6.9 8.8 15.8 19.2 24.5
Subarea 3 Furlong Creek by South Wetland	39.1	86	0.3	1-yr 2-yr 10-yr 25-yr 100-yr	41.4 51.5 90.4 108.5 137.7
Subarea 4 Furlong Creek	31.0	78	0.5	1-yr 2-yr 10-yr 25-yr 100-yr	14.2 19.4 41.1 51.7 69.5
Subarea 5 Lilac Park Subdivision; drains to Furlong Creek	41.5	73	0.6	1-yr 2-yr 10-yr 25-yr 100-yr	9.8 30.3 36.9 48.5 68.1

*The Curve Number (CN) shown is a weighted calculation based on percentages of undeveloped ground cover and impervious surfaces per subarea. Refer to the Drainage Report in Appendix A for the drainage computations.

Historical flooding has been experienced by the residential property owners along the north side of Crittenden Road. These properties are located within the Furlong Creek drainage area #4. Furlong Creek has a large upstream drainage area consisting of dense natural vegetation and relatively flat topography. Only a small portion of this drainage area resides on the U of R South Campus. Furlong Creek is restricted at the Lehigh Valley trail location by a 2-ft by 2-ft stone culvert that passes under the trail. Upstream of the culvert, the Furlong Creek flow area

is not well defined into a channel until further upstream. There is a swale that runs parallel to the residential rear property line's that collects this drainage and routes it to the culvert. North of this flooding area is a drainage area located on the U of R property referred to in this report as Drainage Area #3. A swale runs along the Lehigh Valley embankment and connects this area to the Furlong Creek drainage area to the south. A well defined ridge separates these two drainage areas except for this swale. The swale has a peak in the bottom elevation of it at the ridge and directs runoff away in opposing directions from the peak. Large storm events would likely overtop this swale high point and direct excess runoff from Drainage Area #3 south to the Furlong Creek drainage area by the swale.

The complete drainage report examined the existing drainage problems both on-site and off-site. Off-site problems, in general, occur south and west of the Rezone Property and occur for a few primary reasons:

- 1) Drainage from areas south of Crittenden Road is being directed toward Red Creek via an enclosed roadside drainage system which surfaces in the form of a small drainage swale in the back yards of the affected Crittenden properties.
- 2) The area between the Rezone Property and the houses on Crittenden Road is a low-lying area and has created a "bowl" effect, whereby water from the south and east and to a lesser extent the north is directed. Water settles in the "bowl" and has difficulty escaping because of the lack of topographic relief.
- 3) The drainage system between the Rezone Property and Red Creek lacks topographic relief; there is less than 12-inches of fall between the Rezone Property and Red Creek. The lack of relief slows conveyance, as have obstacles such as vegetated drainage channels and debris. The drainage ways beneath the Lehigh Valley Recreational Trail were cleared out as part of the Lehigh Valley Recreational Trail improvements.

A portion of the drainage that flows toward the problem area crosses the rezone property, but the majority of the flow to Furlong Creek comes from off-site areas to the east and south of Crittenden Road. The portion of the Furlong Creek drainage area that is located on the rezone property primarily consists of undeveloped natural ground cover with the exception of 2.75 acres. These 2.75 acres are comprised of the lower five (5) Whipple Park apartment buildings and a portion of the parking lots and sidewalks. This drainage is collected in a closed conduit storm sewer system that discharges to the south of these buildings. The discharge is directed by a swale to Furlong Creek.

The Rezone Property is not located in the 100-yr floodplain as shown on the Federal Emergency Management Agency (FEMA) floodplain maps (Community – Panel No: 36055C0332G, Effective Date: August 28 2008). The Red Creek Floodplain extends to the western edge of the Lehigh Valley Trail approximately 500-ft north of Crittenden Road (approximately where Furlong Creek passes

through a culvert beneath the Lehigh Valley Trail). There will be no future development within the floodplain boundaries. Any and all impacts to flood storage volume will be compensated for on site. A full drainage report is included as Appendix A.

C. Terrestrial and Aquatic Ecology

Woodlots

Woodlot Tree Survey information was presented in the original DGEIS. Please refer to the November 2005 DGEIS Section V. C. Page 19.

In order to determine changes to the Town of Brighton Woodlot EPOD, Urban Forestry, LLC updated the tree survey in the same manner as the survey they originally conducted in 2005. The tree survey update was performed in only those areas where impacts are proposed according to the Conceptual Grading Plan (Appendix G) and the associated Master Plan.

As part of the tree survey update, the location of significant trees, along with their condition rating, were identified. This information has been included on Figure 8 with additional back-up for the overall survey update located in Appendix B.

Areas of old growth habitat have also been identified. A diagram showing the areas of old growth habitat and the areas of existing Woodlot EPOD can be found as Figure 7. A report pertaining to the old growth habitat on the South Campus site is included in Appendix B. This report was used to delineate the areas of old growth habitat, and to subsequently revise the master plan so as to not impact those areas.

The updated Master Plan showing an overlay of the significant tree locations and old growth habitat areas is included as Figure 9.

Wetland Delineations

The U of R completed follow-up Wetland Delineation work in 2005-2007 upon receipt of DGEIS feedback from the US Army Corps of Engineers and the NYS DEC.

The U of R received comments from the New York State Department of Environmental Conservation (NYS DEC) after submission of the DGEIS. A letter from the NYS DEC dated January 17, 2006 identified a portion of the wetlands on University land (Wetland G) as contiguous to off-site DEC wetlands. The DEC stated its intent to claim jurisdiction over these wetlands. The University's plan was to avoid and buffer this wetland area, regardless of the agency jurisdiction.

The University's wetland consultant walked the site with representatives of both the NYS DEC and the US Army Corps of Engineers to review the wetlands on site.

The wetlands areas (state and federal) were reflagged, resurveyed and remapped (see Appendix C). The revised wetland maps and corresponding documentation verifying modifications to the wetland mapping were submitted to both agencies and are included in Appendix C.

Since more than 5 years has passed since the wetlands were delineated, validation has expired. Therefore, the University had the wetlands re-delineated in 2013 to determine if any changes have occurred since the 2005 delineations. The wetlands were flagged and resurveyed in October 2013. Updated wetland maps are included in Appendix C. The boundaries remained nearly the same, and a few, small additional wetland areas were identified and mapped.

D. Land Use and Zoning

Current Zoning in the South Campus

The existing zoning of the study area is residential, with permitted lot sizes ranging from 7,000 square foot lots in the southern portion of the property to 13,500 square foot minimum lot sizes in the northern portion. Under existing zoning the maximum buildout of the study property is approximately 140 units, assuming 80 percent of the non-developed land was developed. An 80 percent development assumes 20 percent of the land is set aside for roadway infrastructure, stormwater management areas, and lands unsuitable for development.

The current land use of the study area includes:

- Vacant land north of East River Road and west of Kendrick Road. An approximately three acre portion of this property was removed from the U of R holdings for the development of an RG&E sub-station to serve the U of R and areas of the Town of Brighton.
- One existing office building north of East River Road and east of Kendrick Road (48,700 gross square feet) which serves as offices for University Facilities and Services, including associated drive and parking areas.
- Two existing office building complexes: One for the Advancement and Alumni Center (AAC), the former St. Agnes complex (133,191 gross square feet), and one for the Laboratory for Laser Research (Laser Lab, 297,571 gross square feet). Each of these facilities is located south of East River Road (AAC to the west of Murlin Drive and the Laser Lab to the east), and both include associated drives and parking areas.
- Whipple Park graduate housing in the south east corner of the property with 33 buildings and associated drives and parking. These building comprise a total of 338,600 gross square feet.
- All other areas are open space

University Lease land in the Town of Brighton

The University currently leases a total of 694,265 square feet of space in the Town of Brighton as shown in Table 3, below. The November 2005 DGEIS reported a total of 388,614 square feet of space, so the amount of U of R lease space in Brighton has nearly doubled since 2005.

The size of the office spaces and terms of the leases vary for each of the 39 separate leases that the University maintains.

University Leases in Town of Brighton

Address	Rentable Square Feet	Lease Expiration Date
1 Johnsarbor Drive West,	375	month-to-month
100 Meridian Centre,125	6,560	30-Sep-15
120 Corporate Woods,	31,833	28-Feb-19
135 Corporate Woods,100, 160, 350	45,406	28-Feb-19
155 Corporate Woods,130,100, 150, 180	27,867	28-Feb-19
160 Sawgrass Drive,120	3,000	28-Feb-20
160 Sawgrass Drive,130	5,168	31-Mar-22
160 Sawgrass Drive,150	6,703	31-Mar-22
175 Corporate Woods,225, 100, 110	16,528	28-Feb-19
180 Sawgrass Drive,ASC, 1st Floor	52,494	31-Aug-23
180 Sawgrass Drive,Non-ASC, 2nd Floor	20,365	31-Aug-23
1815 Clinton Ave South,440	1,500	31-Jul-17
200 White Spruce Blvd,204	1,615	31-Mar-14
200 White Spruce Blvd,220	6,306	31-Dec-17
200 White Spruce Blvd,Ste 100 - Lab	1,242	31-Jan-14
2030 Monroe Avenue,Lower level -Lab	800	month-to-month
2180 Clinton Ave South, A	10,376	31-Aug-19
2180 Clinton Ave South, B & C	5,712	30-Sep-21
2180 Clinton Ave South, D	740	30-Jun-14
2180 Clinton Ave South, Lower Level	3,559	30-Sep-16
2255 Clinton Ave South,	2,650	31-Jul-14
2337 Clinton Ave South,	12,000	31-May-21
2365 Clinton Ave South,2nd Floor	20,337	31-Jan-14
2400 Clinton Ave South, Bldg F	4,875	31-Mar-17
2400 Clinton Ave South, Bldg G	27,125	31-Jan-16
2400 Clinton Ave South, Bldg H	55,572	31-Aug-14
2611 West Henrietta Road,	33,000	30-Sep-14
2613 West Henrietta Road,	28,786	30-Apr-20
2615 West Henrietta Road,	22,074	30-Apr-14
2617 West Henrietta Road,	12,754	30-Jun-15
2619 West Henrietta Road,	26,692	30-Aug-22
2621 West Henrietta Road,	1,556	31-Aug-14
30 Corporate Woods,	62,096	28-Feb-19
400 White Spruce Blvd, Bldg A	9,400	30-Nov-16
400 White Spruce Blvd, B	4,118	30-Jun-17
4901 Lac De Ville Blvd, Bldg D	102,224	31-Jan-17
496 White Spruce Blvd.	2,356	31-Jul-14
919 Westfall Road, Bldg C, Suites 200, 210,215, 205, 220	11,464	28-Feb-14
995 Senator Keating Blvd, Bldg E, Suite 200	7,037	31-Dec-14
Total	694,265	

** The Corporate Woods leases are for administrative space, the balance of the leases are for medical office space.*

As demonstrated in the table above, the University's lease agreements contain a variety of leased areas and have lease expiration dates that range from April 14, 2012 through August 31, 2023.

E. Historical and Archeological Resources

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section V. E. Page 28.

F. Traffic / Transportation Network

Transportation Network

The existing Traffic/Transportation Network described in the DGEIS remains the same, with minor modifications as outlined below:

- East River Road: NYS DOT has constructed a new southbound on-ramp to I-390, a roundabout at the intersection of Kendrick Road and East River Road, and associated roadway improvements.
- Kendrick Road: NYS DOT is currently designing a new northbound on-ramp to I-390. Work will be completed in 2014.

The NYS DOT's I-390 Plan is included as Appendix D.

A full Traffic Impact Study (TIS) was completed as part of this document and is included in Appendix D. The TIS study area includes 32 intersections; the traffic analysis examines the traffic volumes and potential impacts of the full build scenario. Traffic volume projections in the study area were coordinated with NYS DOT, Monroe County DOT and the Genesee Transportation Council.

Over the past several years, additional studies have been completed and approved for other projects within the area. The TIS for the CityGate development (southeast corner of Westfall and East Henrietta Road) has been approved by Monroe County Department of Transportation (MCDOT) and is included in the background analysis for this study.

The revised TIS was completed to complement the Master Plan. The TIS uses an existing analysis and a full build at 20 years. The revised TIS also provides a 5-year time frame build analysis.

The Rezone Property is primarily accessed from East River Road, at Murlin Drive, opposite Kendrick Road. There are several major roadways that serve the South Campus property including the following: Interstate Route 390, West Henrietta Road, East Henrietta Road, and Crittenden Road. The following is a description of major roadways within the study area, which were examined as part of this analysis.

NY Route I-390:

I-390 traverses north-south in the vicinity of the site and is considered a principal arterial Expressway. As documented by the New York State Department of Transportation, I-390 carried approximately 75,717 vehicles per day west of exit 15 (junction with I-590) in 2008.

NY Route I-590:

I-590 traverses north-south in the vicinity of the site and is considered a principal arterial interstate. As documented by the New York State Department of Transportation, I-590 carried approximately 75,116 vehicles per day east of exit 15 (junction with I-390) in 2008.

NY Route 15 (West Henrietta Road):

NY Route 15 traverses north-south and is considered a principle arterial. As documented by the New York State Department of Transportation, NY Route 15 carried approximately 34,107 vehicles per day south of Brighton-Henrietta Road in 2009 and 35,417 vehicles per day north of Brighton-Henrietta Road in 2008. North of NY Route I-390, in 2008, NY Route 15 carried approximately 19,179 vehicles per day; and north of NY Route 15A, in 2007, NY Route 15 carried approximately 26,429 vehicles per day.

NY Route 15A (East Henrietta Road):

NY Route 15A traverses north-south and is considered a principle arterial. As documented by the New York State Department of Transportation, NY Route 15A carried approximately 27,105 vehicles per day north of Brighton-Henrietta Road in 2008. South of Westfall Road, in 2009, NY Route 15A carried approximately 30,534 vehicles per day; and south of NY Route 15, in 2007, NY Route 15A carried approximately 10,653 vehicles per day.

Traffic volume turning movement counts were conducted for all the studied intersections during the weekday peak hours of 7:00AM-9:00AM and 4:00PM-6:00PM. TYLI performed traffic counts on November 14-17, 2006 at the following intersections:

- Elmwood Avenue @ Kendrick Road
- Elmwood Avenue @ East Drive (conducted on February 1st, 2007, and March 10, 2010)
- Crittenden Blvd. @ East Drive (conducted on February 1st, 2007)
- Elmwood Avenue @ South Avenue
- E. Henrietta Road @ Westfall Road
- Kendrick Road @ Lattimore Road/Lot 1
- Kendrick Road @ Westmoreland Drive
- Kendrick Road @ E. River Road

In addition, pedestrian and traffic volume counts were collected at the intersection of Elmwood Avenue and the School of Medicine and Dentistry Building Pedestrian Crossing on November 8, 2007 and December 12, 2007.

Traffic volume turning movement counts were obtained from Bergmann Associates from the Mt. Hope/E. Henrietta Study. The counts were performed by SRF & Associates in 2006 at the following intersections:

- Mt. Hope Avenue @ Elwood Avenue
- Mt. Hope Avenue @ Crittenden Blvd/E. Henrietta/Fort Hill Terrace
- Mt. Hope Avenue @ Lattimore Road
- Mt. Hope Avenue @ Westmoreland Drive/Westfall Road
- E. Henrietta Road @ South Avenue

Traffic volume turning movement counts were obtained from the New York State Department of Transportation conducted in March 2005 at the following I-390 ramp intersections:

- I-390 NB Off/On Ramps @ Rt. 15A
- I-390 SB Off/On Ramps @ Rt. 15A

Traffic volume turning movement counts were also obtained from the University of Rochester South Campus IPD Rezoning Study dated September 2005, performed by TYLI at the following intersections:

- I-390 NB On Ramp @ Rt. 15
- I-390 SB Off Ramp @ East River Road
- East River Road @ Rt. 15
- Kendrick Road @ Crittenden Blvd./Lot 1

The remaining traffic volumes and turning movement counts were obtained from the July 2001 Southern Corridor Study, presented in Appendix 'F' of the TIS located in Appendix 'E' of the DGEIS. These counts were recorded between April 21st and May 9th, 1997 by The Sear-Brown Group during the weekday hours of 7:00AM-9:00AM and 4:00PM-6:00PM. The peak hours occurred from 7:30 AM - 8:30 AM and 4:30 PM - 5:30 PM.

The existing traffic volumes were obtained by applying a 1.0 percent growth rate per year to the baseline traffic volumes to account for normal growth throughout the development area. This growth factor was established by Monroe County Department of Transportation and was based on future land use projections. The existing traffic volumes for the weekday morning and weekday evening peak hours are shown in Figures 4A and 4B, in Appendix 'C' of the TIS located in Appendix 'E' of the DGEIS.

Additionally, the Southern Corridor Mobility Study evaluated the current and future operational needs of I-390/NY 15/NY 15A interchanges. Proposed improvements that will have an effect on the future traffic patterns within the study area including construction of the new I-390 Southbound exit ramp at Brighton-Henrietta Town Line Road (BHTLR). Also proposed is the rehabilitation/reconstruction of I-390 from the Genesee River to I-590, rehabilitation/reconstruction of numerous bridges, new frontage roads, and access ramps for NY 15 and NY 15A, currently under construction. The Southern Corridor Mobility Study looked at several improvement plans and determined Alternative Plan #5 should be pursued, as it provided the most benefit for the cost. This alternative plan and traffic volumes from the Southern Corridor Mobility Study are provided in Appendix 'F' of the TIS located in Appendix 'E' of the DGEIS.

An intersection capacity analysis was performed for the signalized and unsignalized intersections in the study area to show existing operating conditions in terms of Levels of Service (LOS). The computer software package SYNCHRO 8.0 was used to analyze each of the studied intersections and to provide an illustrative model of how the intersections work together. The following intersections are currently experiencing poor operating conditions of LOS 'E' or worse:

- NY 15 (W. Henrietta Rd) @ I-390 NB on Ramp (PM LOS E),
- NY 15 (W. Henrietta Rd) @ East River Rd (PM LOS F),
- NY 15A (E. Henrietta Rd) @ I-390 NB on Ramp (AM LOS F),
- NY 15A (E. Henrietta Rd) @ I-390 SB on Ramp (PM LOS F),
- NY 15A (E. Henrietta Rd) @ Crittenden Rd (AM LOS E),

In April 2010, the University Planned Development District #10 was approved by the City of Rochester. Because specific projects and future growth plans are unknown beyond the 5-year timeframe, the PD #10 Ordinance approved by the City includes the following traffic impact study language in the review and approval section for future building projects: “. . . ***the 2010 PD #10 Traffic Impact Study shall be updated or replaced every five years, commencing in 2015.***” Additionally, the University will continually work with the reviewing agencies in both the Town and the City during site plan approval processes for individual building applications to ensure that the anticipated traffic improvements outlined in this study are on track as the future growth of the University evolves.

The University proposes to submit the traffic study update to the town of Brighton, and will include language in the proposed Town of Brighton IPD Ordinance for submittal of the 5-year traffic study updates.

In order to confirm that the traffic counts (from 2006 and some older) are still valid, new traffic counts were conducted in early December 2013 for three of the intersections in the Town of Brighton. Traffic counts taken at West Henrietta

Road/Southland Drive, West Henrietta Road/Doncaster Road, and East River Road/Crittenden Road substantiate the adjusted calculations for those intersection previously presented. The volumes were actually lower than the projected collected volumes for the same time period. The new TIS, including the data collected at the three intersections in December 2013, is included in Appendix E, and has the following key findings:

The proposed 20-year development of University properties in the City of Rochester and Town of Brighton is anticipated to generate 4,200 (approximately) new vehicle trips during the weekday morning and weekday evening peak hours (the peak hour is the busiest traffic-hour of the day). With the recommended roadway improvements in place, each of the studied signalized intersections is anticipated to operate at an acceptable level of service, i.e., without significant added delay to drivers, for the 5-year and 20-year (build) conditions.

Trails/Pedestrian and Bicycle Accommodations

The Town of Brighton's recently completed Pedestrian and Bicycle Master Plan identifies the Lehigh Valley Trail, running along the western edge of the South Campus site, as a major north-south trail link within the Town. The trail currently serves as a link between South Campus and the Rochester Institute of Technology (RIT), as it runs from East River Road, south to Brighton Henrietta Town Line Road, entering the Town of Henrietta where it cross Jefferson Road and picks back up along John Street. When the DOT reconstructs the Kendrick Road Bridge (currently in the design stage) the bridge deck will be widened to provide improved pedestrian and bicycle accommodation over the Erie Canal where it connects with the Erie Canal Heritage Trail, the trail network through the U of R's River Campus, and the Genesee Riverway Trail beyond. A depiction of these trail connection with relation to South Campus can be found on Figure 11.

G. Utilities / Energy

With the exception of the information provided below, this section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section V. G. Page 31.

Additional public water system analyses were completed in June 2013 and in September 2013 in support of the anticipated Imaging Building and future growth on the South Campus. A summary of the completed study is outlined below, and the September 2013 report is included as Appendix 'F'.

The University analyzed options for providing water service to the proposed Imaging Science building area along East River Road. The water system was modeled and the pressure impact on the existing water service mains was

analyzed when domestic and fire water service lines are connected to the existing 8-inch loop surrounding the Laboratory for Laser Energetics (LLE) building. A model showing the pressure impacts of adding a second 8-inch loop connecting the 8-inch main on Murlin Drive to the main on East River Road was developed.

Analysis

Existing Loop

The existing 8-inch loop is the last connected service at the end of an 8-inch main running from west to east along East River Road. The 8-inch line runs south from the road main, splitting at the northwest end of the LLE lot and encircling the building. The Domestic water service enters the building on the northwest side, and three separate fire service entrances serve the three main areas of the building.

Proposed 8-inch Loop

The analysis investigated tapping into the 8-inch main on Murlin Drive (southwest of LLE), then heading northeast towards East River Road and extending to the valve at the east end of the existing 8-inch service main.

Proposed 8" Secondary Tie-In

Another option investigated requires tapping into the 8-inch main running along Murlin as outlined above, but back-connecting to the LLE loop rather than running in a complete secondary loop back to East River Road.

Both options were modeled using flow demand provided by the University for hydrants located around LLE.

The following assumptions were used in developing the model:

- A significant volume of domestic water is used in the Laboratory for Laser Energetics building at certain times of the year. This volume, primarily process and cooling makeup water, would continue to draw in the event that fire pumps were brought into operation. These flows are part of the analysis model. Other domestic water demands (for the Imaging and potential future buildings) are not shown concurrent with fire demands.
- Domestic water for the Imaging Science building and flows for a potential future office building were included.
- Fire protection demands for the Imaging Science building and a potential future office building were used.
- Hydrant flow data provided by the University shows available static pressure of 40 PSIG (at zero flow), and pressure drop of 10 PSI at a flow of approximately 400 GPM. The flow model reflects available inlet pressure based on those two points.

After modeling the expected flows and reviewing with the U of R and the Monroe County Water Authority (MCWA), the recommendation is that a cross connection be installed between the main on Southland Drive and that on East River Road, from which the proposed Imaging Building and future buildings would be served. The hydraulic model confirmed that the proposed systems are capable of serving the existing, new and proposed future domestic and fire flow loads without adversely affecting pressures in the existing services along East River Road, Murlin Drive, or Southland Drive.

A fire pump will need to be installed to maintain adequate pressures for fire flows at proposed buildings, along with domestic water boosters and pressure tanks.

H. Community & Neighborhood Character

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to DGEIS Section V. H. Page 41.

I. Police/Fire/Ambulance Service

Police

The Brighton Police Department (BPD) is staffed by 40 sworn officers and 12 full and part-time civilians. The number of officers has remained constant for the last 20 years. BPD has a well-earned reputation as a professional police force that is responsive to the needs of Brighton residents and businesses and has instituted numerous programs to interact with, educate and inform the Brighton community. Based on data from University Security Reports, the South Campus averaged 87 incidents a year over the past five years (2008 – 2012), which is a considerable drop from the number of calls reported in the 2005 DGEIS. Not all of these incidents involved a response by BPD – most were handled by U of R security – but were listed as actions that might warrant a response from BPD. These incidents include responding to intrusion alarms and criminal-type complaints.

The University of Rochester has recently undertaken a program to transition its security staff to Peace Officers. By March of 2014, the University will be staffed with over 40 sworn officers, including 25-30 uniformed Peace Officers, a Senior Patrols Manager, 10 Sworn Supervisors, a Crime Prevention Officer, and a Special Investigator. The first class of Officers – a class of 23 persons – were sworn in and ready for service in October 2013.

The table below summarizes all of the calls made to one of the emergency response agencies between 2008 and 2012 for the South Campus (including the LLE building, the River Road Buildings, and the Whipple Park apartments). A vast majority of these calls were responded to by University forces and did not require responses from Town forces.

Table 9 – Emergency Responses for South Campus Property (6-19-2013)

<u>SECURITY REPORTS</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
Fire Investigations	4	2	0	6	5
Fire Alarms	99	96	123	443	498
Medical Assistance	6	2	7	7	4
Agency Assist	4	8	3	7	4
Criminal *	8	0	0	23	22
Intrusion Alarms	52	80	99	64	85
LLE Vault **	[0]	[0]	[0]	[0]	[0]
EH&S Issues	0	2	7	6	6
	<u>173</u>	<u>190</u>	<u>239</u>	<u>556</u>	<u>624</u>

- number of criminal incidents - not all involved a Brighton PD response
- * vault is likely the only area that would require a Brighton PD response
- ** response

Fire

The study area is located in the West Brighton Fire Protection District. The West Brighton Fire Protection District is one of two Fire Districts within the Town. The West Brighton Fire Protection District contracts with the West Brighton Fire Department, Inc. annually to provide fire protection and first responder emergency medical response. In addition, the Town contracts annually with the City of Rochester Fire Department for immediate response to reported structure fires and automatic fire alarms in specified commercial buildings such as hotels and high-rise office buildings.

The Town no longer has a contract with the West Brighton Fire Department, Inc. The Town is currently negotiating a contract with the Henrietta Fire District.

Ambulance Service

Brighton Volunteer Ambulance (BVA) is staffed by 100 trained professional responders. Approximately 16% of BVA's 2012-2013 budget is provided through special assessments on Brighton properties.

The Town also contracts annually with Rural-Metro Medical Services to provide EMS responses within the district between the hours of 6PM and 6AM. See the table above, for additional information related to the number of medically related responses to the South Campus properties.

VI. Potential Significant Adverse Impacts/Mitigation Measures

This section of the S-DGEIS examines potentially significant adverse Impacts associated with future growth at the South Campus, along with identified mitigations measures. References are made to specific sections of the original DGEIS document that remain unchanged. Supplemental information and studies that were completed as part of this document are included.

A. Topography, Geology & Soils

This section of the DGEIS remains unchanged except as described below, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. A. Page 44.

Below is a brief summary comparison of the potential impacts of the DGEIS Concept Plan as compared to the current Master Plan Concept plan.

DGEIS Concept Plan	S-DGEIS / Master Plan
<p>The Rezone Property contains areas that may preclude development due to soils conditions – i.e., wetlands in low lying areas.</p> <p>Watercourses, wetlands and wetland buffer areas will be avoided.</p> <p>Areas of disturbances will be minimized as much as practical, and Best Management Practices (BMP's) for pollution prevention and erosion and sediment control practices will be employed. Disturbed areas will be stabilized within 21 days.</p>	<p>Similar to the concept plan included in the DGEIS, areas of disturbance will be minimized, watercourses, wetlands and wetland buffer areas will be avoided, and Best Management Practices (BMP's) will be employed. As each future project is proposed, potential impacts will be evaluated on a site-by-site basis as part of the review and approval process by the Town.</p>

Mitigation

Areas of disturbance will be minimized, watercourses, wetlands and wetland buffer areas will be avoided, and pollution prevention efforts /Best Management Practices (BMP's) will be employed during construction and for permanently installed stormwater mitigation features to control sediment and soil erosion. The primary objective of the BMPs is to prevent sediment from flowing to surface waters and to ensure that erosion is minimized.

As each future project is proposed, potential impacts will be evaluated on a site-by-site basis as part of the review and approval process by the Town.

At the time of construction, the BMP measures to be installed by the University will conform to the most current New York State Standards and Specifications for Erosion and Sediment Control. The techniques for controlling erosion and sediment during construction will include the following:

- Providing sediment control practices located downstream of construction activities. The sediment control practices typically include silt fence, earthen diversion dikes, temporary swales, and sediment basins/traps. The downstream side of each practice will be undisturbed ground.
- All disturbed areas will be stabilized within 21 days when construction activities have temporarily or permanently ceased.
- Storm sewer inlet structures, will be protected from sediment deposition.
- Swales and/or channels will include stone check dams to reduce the velocity of stormwater to non-erosive velocities

Please refer to the Drainage Report in Appendix A for additional details on the proposed Sediment and Erosion Control Measures.

B. Water Resources, Stormwater Runoff

The Drainage Report was updated and is included with this document as Appendix A. A summary of the report is outlined below, and includes the following sections:

Stormwater Management – watershed analysis, design strategies and land designations

The Drainage Report addresses the existing site stormwater runoff conditions, as well as probable stormwater mitigation measures and pollution prevention devices that would be required for potential development on the 180 acre Rezone Property. The analysis is based on probable use and compliance with the Town of Brighton Code, the Irondequoit Creek Watershed Collaborative, and the Phase II requirements of the New York State Pollutant Elimination System (SPDES) General Permit GP-0-10-001 for stormwater discharges

associated with construction activity. Refer to Figure 1 of Appendix A for a general location map.

The report describes the existing land use, topography, watercourses, drainage patterns, existing drainage problems, and all areas draining through the proposed Rezone Property. Additionally, the report is intended to assess future post-development drainage conditions, storm water runoff requirements, and to provide recommendations for alleviating some existing drainage problems. The report describes potential development, possible site limitations, potential impacts to natural resources, runoff quantities, and effects on receiving waters. Potential storm water management facilities are identified, along with an overall approach for design.

The Drainage Report was created with the guidance of the New York State Stormwater Management Design Manual (NYS SMDM) dated 2010 and the New York State Standards and Specifications for Erosion and Sedimentation Control, and documents stormwater mitigation measures to comply with all current requirements.

At the request of the Town, a conceptual plan was developed indicating potential building layouts, densities, and uses. This conceptual plan was outlined in the DGEIS. The Town determined that enough changes had taken place to warrant the preparation of an updated Drainage Study.

Potential Impacts to Natural Resources

Erosion, flooding and water quality concerns are the three main ways that storm water from future development could potentially impact natural resources. The stormwater management facilities and erosion control measures proposed for the site will mitigate these concerns. Potential impacts to specific natural resources are discussed below.

Receiving Waters

The following waters receive runoff from the project:

- Red Creek
- Tributaries to Red Creek
- Furlong Creek
- Erie Canal
- Wetlands

Based on the analysis completed, the potential development, as shown, will not have a negative effect on the receiving waters. The rate of runoff reaching the receiving waters will not increase; any potential future development area will have post-development runoff rates less than or equal to existing peak run

off rates. The proposed plan will also redirect more runoff northerly to the Erie Canal. Each of the natural receiving waters will have a significant reduction in both runoff rate and quantity with the post-developed improvements. The quality of the runoff leaving the site will be improved as a result of the proposed stormwater management practices which will provide pollutant removal. The proposed stormwater management facilities meet the design standards of the NYS Stormwater Management Design Manual (NYSSMDM) which, for new development, require runoff to be captured, treated, and, to the extent possible, recharged to the groundwater as close as possible to the source of generation. Redevelopment areas will also receive water quality treatment. Temporary erosion control devices will be put in place during construction to minimize any pollutants from potentially reaching the downstream waters.

Additional amenity measures have been identified separate from the proposed re-zone development which, if constructed, will provide some relief to the flooding that has been reported at the rear yards of the properties along Crittenden Road.

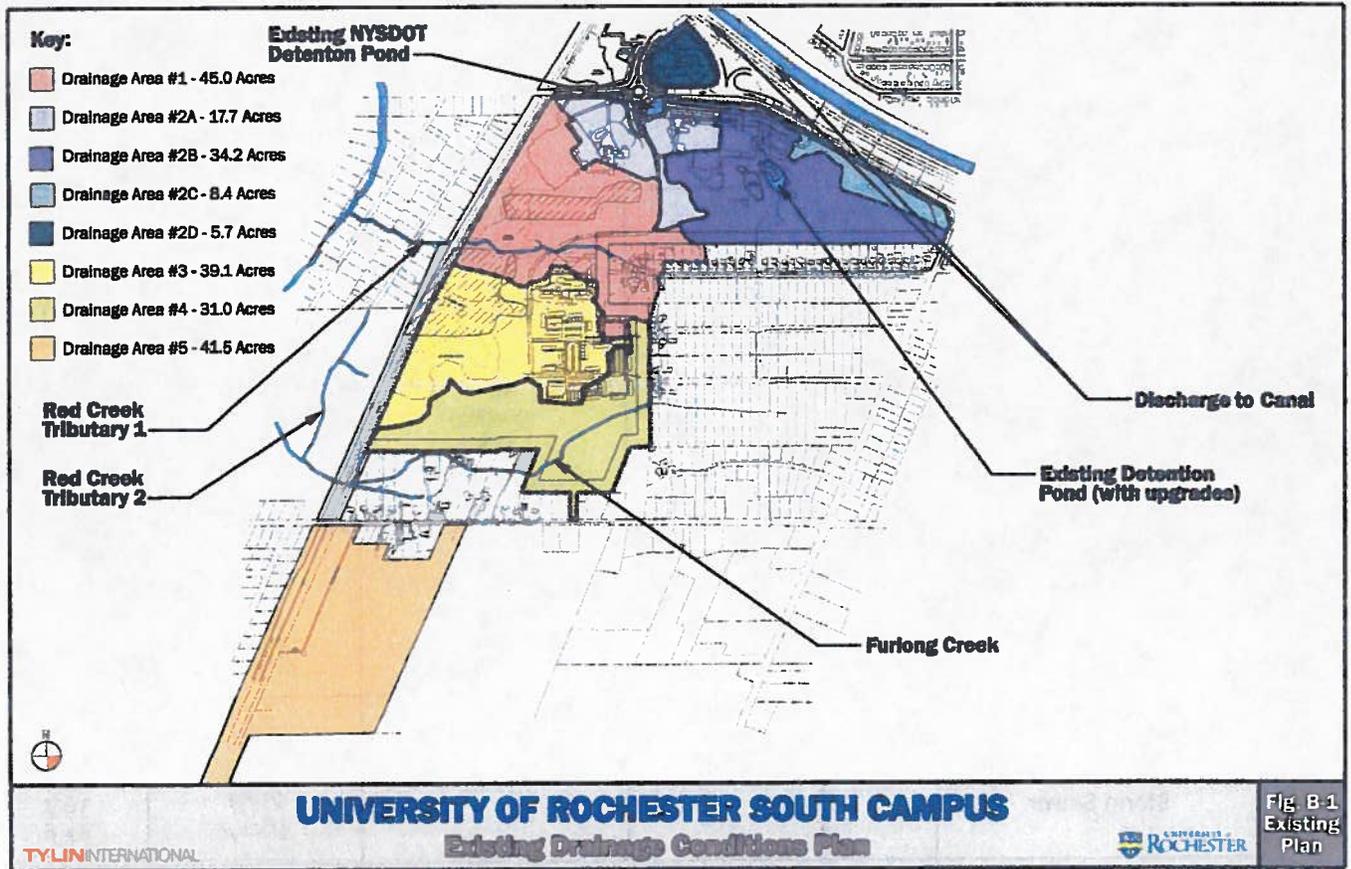
Green Space

Much of the 180 acre South Campus site is undeveloped, and the Master Plan will occupy approximately half of the South Campus area. Out of the 180 acre site, approximately 97 acres are comprised of woodlot. Approximately 57% of the existing woodlot will not be impacted by the future development per the Master Plan, including areas of old growth habitat and wetlands (see Figure 10).

Rezone Property

The Rezone Property study area was divided into 5 separate drainage areas (subareas), as shown on Figure B in the Drainage Report, that define the existing drainage patterns. Subarea 1 is located in the northwest portion of the Rezone Property; Subarea 2 is located in the northeast portion of the Rezone Property; Subarea 3 is located in the middle portion of the Rezone Property, including the Whipple Park Apartments; Subarea 4 is located in the southern portion of the Rezone Property, north of Crittenden Road; and Subarea 5 is located south of Crittenden Road (Lilac Park Subdivision). Within the boundaries of the Rezone Property there are five primary watercourses / drainage ways. The watercourses serve as receiving locations for storm water runoff from the adjacent topography and direct the discharge to the Erie Canal or to Red Creek.

Refer to the Figure below for a diagram of the 5 existing drainage subareas.



Refer to the table on the following page for a summary of the 5 existing drainage subareas.

Drainage Area	Area (acres)	Weighted CN*	Tc (hrs)	Design Storm	Existing Run off (cfs)
Subarea 1 Northern Red Creek Tributary	45.0	82	0.75	1-yr 2-yr 10-yr 25-yr 100-yr	21.4 27.9 53.8 66.4 87.1
Subarea 2A Erie Canal via NYSDOT Detention Pond	17.7	86 (to swale) 84.9 (direct discharge)	0.5 (to swale) 0.2 (direct discharge)	1-yr 2-yr 10-yr 25-yr 100-yr	15.5 19.4 34.6 41.7 53.2
Subarea 2B Erie Canal via Existing U of R Detention Pond	34.2 (onsite) 44.0 (offsite)	81.8 (onsite) 85 (offsite)	0.7 (onsite) 0.5 (offsite)	1-yr 2-yr 10-yr 25-yr 100-yr	9.8 10.8 53.7 81.4 106.8
Subarea 2C Erie Canal via I-390 Storm Sewer System	8.4	80	0.2	1-yr 2-yr 10-yr 25-yr 100-yr	7.6 10.0 19.7 24.4 32.0
Subarea 2D Erie Canal via Murlin Drive Storm Sewer	5.7	83.7	0.2	1-yr 2-yr 10-yr 25-yr 100-yr	6.9 8.8 15.8 19.2 24.5
Subarea 3 No Outlet	39.1	86.1	0.3	1-yr 2-yr 10-yr 25-yr 100-yr	41.4 51.5 90.4 108.5 137.7
Subarea 4 Furlong Creek drainage area	31.0	78	0.5	1-yr 2-yr 10-yr 25-yr 100-yr	14.2 19.4 41.1 51.7 69.5
Subarea 5 Lilac Park Subdivision; drains to Furlong Creek	41.5	73	0.6	1-yr 2-yr 10-yr 25-yr 100-yr	9.8 30.3 36.9 48.5 68.1
Total On Site & Off Site	266.6	-	-	1-yr 2-yr 10-yr 25-yr 100-yr	127 178 346 442 579

As shown in the table on the previous page, Subarea 2B drainage analysis includes drainage from approximately 44-acres of land that run onto the rezone property. The area includes the residential area to the east of the Whipple Park Apartments, containing the residences located along Southland Drive, Sylvia Road, and Doncaster Road. The storm water runoff from this area is collected in a closed conduit drainage system that conveys the storm water to the existing storm water detention pond located east of the Laser Lab.

Existing Drainage Concerns

Residential properties located along the north side of Crittenden Road adjacent to the Lehigh Valley Trail berm experience significant and disruptive flooding in their rear yards. The flooding is from drainage in the Furlong Creek watershed. This watershed is restricted by a box culvert under the trail berm. Upstream of the culvert, the Furlong Creek flow area is not well defined into a channel until further upstream. The Town of Brighton commissioned a Townwide drainage study in 1978 that included Furlong Creek. This study identified the Furlong Creek watershed to be 0.42 square miles. Of this area, approximately 0.35 square miles is located on the east side of the Lehigh Valley Trail (trail) contributing to the flooding. 49% of this area is located on the U of R property however the majority of this area is undeveloped natural land cover. Natural land cover provides relief to flooding by slowing, intercepting and absorbing runoff via the dense vegetation. Only 1% of the 0.35 square mile drainage area is developed (impervious) area on the U of R property. Three amenities have been identified which will remove the U of R developed runoff contribution to the Furlong Creek watershed. Refer to the following section “Post Development Project Impacts to Existing Flooding Problem Areas” for a detailed description of these amenities.

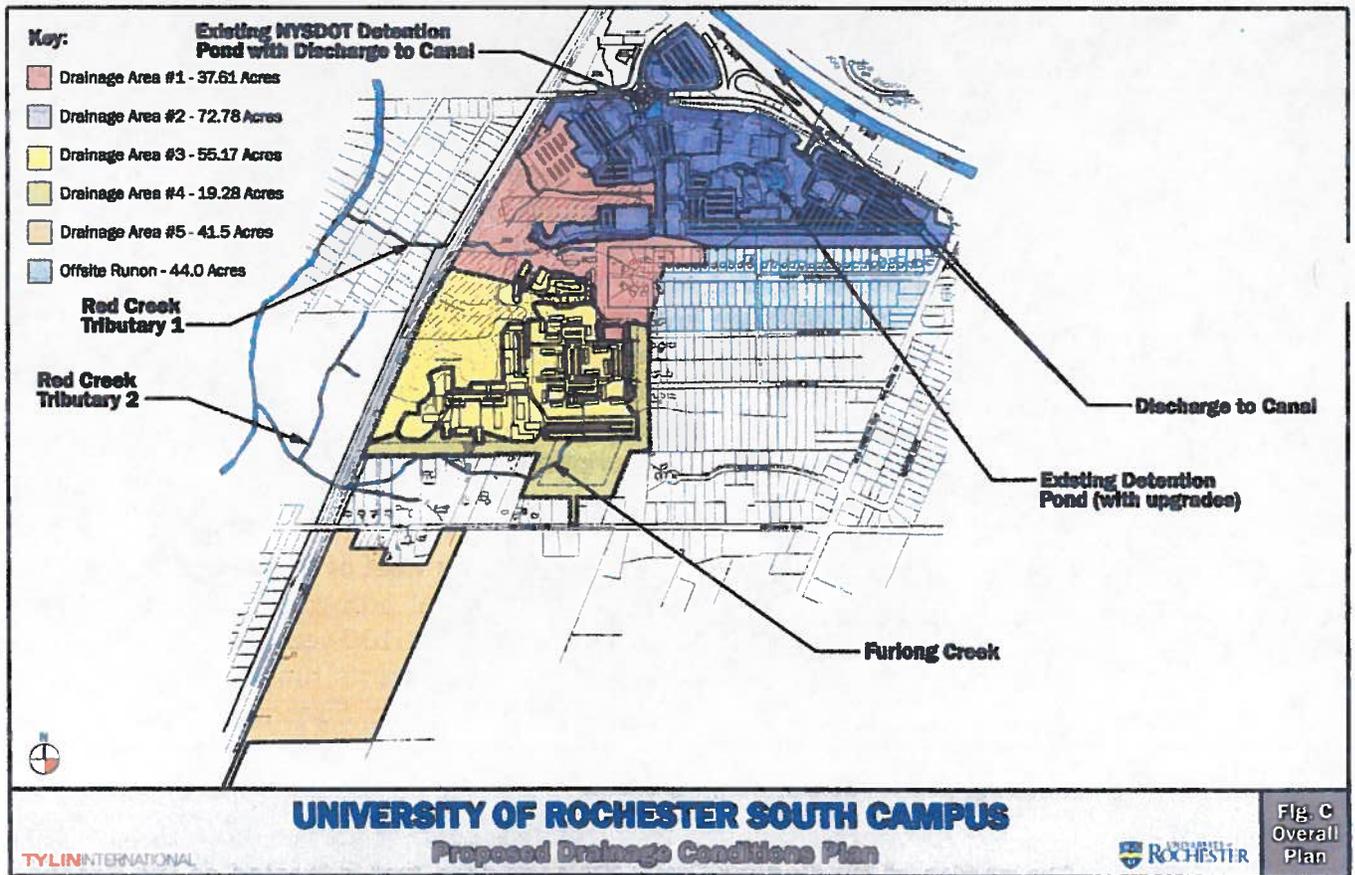
In the same area north of Crittenden Road, but west of the trail berm there is also some flooding problems by the residential properties on Norman and Helen Road. South of the residential area is a 100-year flood zone where ponding would be expected. A drainage ditch directs runoff south from the residential properties through the flood zone to Furlong Creek. Sheet drainage does not always reach the ditch and sometimes causes disruptive flooding to the residential properties.

The portion of the Furlong Creek drainage area that is located on the Rezone Property primarily consists of undeveloped natural ground cover with the exception of a 2.75 acre portion of the Whipple Park apartment complex. Drainage from that area is collected in a closed conduit storm sewer system that discharges southerly to a swale to Furlong Creek.

Future Developed Conditions

The possible development of the Rezone Property (180 +/- acres) was sectioned into the three respective drainage areas where the potential development has been identified. These areas are: Drainage areas. #1, #2, & #3. Drainage area #2 is further divided into four (4) sub areas to reflect the different discharge points via the NYSDOT storm sewer system to the Erie Canal. Drainage area 2A discharges to the existing NYSDOT detention pond. Drainage area 2B outlets from the existing U of R detention pond. Drainage area 2C sheet flows to the storm sewer system in East River Road. Drainage area 2D discharges to the storm sewer system in Murlin drive. Development is not proposed in drainage areas #4 or #5.

Refer to the Figure below for a diagram of the proposed drainage subareas.



There are six main points of interest when planning for, and analyzing, the impacts of the proposed development, as outlined below. Each of the six points of concern for the future development will be effectively mitigated to industry and regulatory standards and will match or be more beneficial than

existing conditions, as summarized below. Further detail of each point follows.

1. **Pre- vs. Post-Development Peak Runoff Rate** – To meet the New York State stormwater design requirements for compliance with General Permit GP-0-10-001, the 1-yr post-developed run-off volume should be detained for 24-hrs, (applicable to new development), or match pre-development rates, (applicable to redevelopment), and the 10-yr and 100-yr post-developed runoff should be attenuated to match existing conditions. The Town of Brighton also requires attenuation of the 100-yr post-development runoff rate to the 25-yr existing runoff rate, as well as controlling lesser events in the same manner.
2. **Post-Development Project Impacts Downstream** – The results of proposed changes should be examined to ensure the hydrologic changes do not have negative impacts downstream of the development. This involves evaluating changes to the runoff volumes and rates.
3. **Pre- vs. Post-Development Peak Runoff Volume** – The results of proposed changes should be examined to ensure that the extra runoff volume generated from the development will be directed to an appropriate location which can accept the additional volume without having negative impacts to the surrounding environment.
4. **Post Development Project Impacts to Existing Flooding Problem Areas** – The results of proposed changes should be examined to ensure they will not exasperate any existing flooding problems in the surrounding area or downstream of the project.
5. **Pre- vs. Post-Development Groundwater Recharge** – New development results in an increase runoff as a result of constructed impervious areas. This increased runoff volume is water that under existing conditions would have infiltrated into the soils contributing to groundwater recharge. The results of proposed changes to groundwater recharge should be examined to ensure the development does not have negative impacts on the surrounding environment which is dependent on the groundwater.
6. **Pre- vs. Post-Development Pollutant discharge** – Undeveloped areas which are not impervious or maintained lawn areas typically have very low pollutant discharge rates. Conversion of these areas to impervious surfaces or lawn covers has the potential to increase the pollutant discharge to receiving waters as a result of oil & gas spills, mechanical systems condensate, lawn fertilizers, etc. Practices should be implemented which are capable of providing pollutant removal rates to at or below existing conditions, prior to discharge to a receiving water.

In accordance with SPDES General Permit GP-0-10-001 (SPDES GP), a Storm Water Pollution Prevention Plan(s) (SWPPP(s)) must be developed outlining the previously discussed requirements and design guidelines as development occurs within the action area. The SWPPPs shall incorporate design standards from the Town of Brighton Code and the Irondequoit Creek Watershed Collaborative.

The development area consists of both new development and redevelopment areas. Redevelopment areas constitute any areas that had existing impervious surfaces which will be developed to be either an impervious or pervious surface or existing pervious surfaces which will remain pervious. Redevelopment areas fall under the NYSDEC Stormwater Management Design Manual (SMDM) Chapter 9 Redevelopment regulations. These requirements call for the post-developed runoff rate from the 1, 10 & 100-yr storm frequencies to be attenuated to existing conditions. Water quality volume is a certain volume representing 90% of the average annual runoff volume, which typically contains the most pollutants. 25% of the water quality volume calculated for the redevelopment area is required to be provided in the proposed development and with a standard practice. A standard practice is one that provides 80% Total Suspended Solids (TSS) removal and 40% phosphorus removal. Runoff reduction volume (RRv) is not required for redevelopment areas. New development areas constitute any areas that had existing pervious surfaces which will be developed to an impervious surface. New development areas fall under the SMDM Chap. 4 Unified Sizing Criteria, Chap. 5 Green Design and Chap. 6 Performance Criteria regulations. These requirements call for the post developed runoff volume from the 1-year storm event to be detailed over 24 hours to provide downstream channel protection volume and the 10 & 100-yr storm frequencies to be attenuated to existing conditions. The Town of Brighton further requires attenuation of the 100-yr post-developed runoff rate to the 25-yr pre-developed rate and so forth for all lesser events. This criteria applies to both new development and redevelopment areas. New development also requires a portion of the WQv to be provided through Runoff Reduction Volume (RRv) practices. RRv practices include a combination of planning practices and infrastructure practices which reduce runoff volume by reducing generation of the volume, redirecting the volume to alternative sources or promoting groundwater recharge of the volume. Each of these practices provides a certain amount of RRv credit. A minimum RRv requirement is required which is dependent on the infiltration capacity of the soils. The goal is to provide the WQv completely through RRv practices. This goal can be difficult to achieve particularly in areas with poorly infiltrating soils and high ground water tables. Figures D-F in Appendix A of the Drainage Report delineates impervious areas that are considered redevelopment. The remaining impervious areas represent new development.

Estimated development per drainage area is shown in the table on the following page.

Proposed Drainage Areas

Drainage Area	Area (acres)	Weighted CN*	Tc (hrs)
Subarea 1 Northern Red Creek Tributary	6.35 (To Pond)	90 (To Pond)	0.3 (To Pond)
	31.26 (Not to Pond)	79 (Not to Pond)	0.7 (Not to Pond)
Subarea 2A Erie Canal via NYSDOT Pond	13.9 (To Bioretention)	91.5 (To Bioretention)	0.2 (To Bioretention)
	4.1 (Not to Bioretention)	91.8 (Not to Bioretention)	0.2 (Not to Bioretention)
	4.3 (Subarea #2E)	91.4 (Subarea #2E)	0.25 (Subarea #2E)
Subarea 2B Erie Canal via Existing U of R Detention Pond	30.9 (To Bioretention)	93.2 (To Bioretention)	0.5 (To Bioretention)
	10.1 (Not to Bioretention)	85.5 (Not to Bioretention)	0.2 (Not to Bioretention)
	44.0 (offsite)	85 (offsite)	0.5 (offsite)
Subarea 2C Erie Canal via I-390 Storm Sewer System	3.78	80	0.2
Subarea 2D Erie Canal via Murlin Drive Storm Sewer	5.7	91.8	0.2
Subarea 3 No Outlet	32.4 (To Bioretention)	88.3 (To Bioretention)	0.2 (To Bioretention)
	22.8 (Not to Bioretention)	87.6 (Not to Bioretention)	0.2 (Not to Bioretention)
Subarea 4 Furlong Creek drainage area	19.3	77	0.5
Subarea 5 Lilac Park Subdivision; drains to Furlong Creek	41.5	73	0.6
Total On Site & Off Site	266.6	-	-

* The Curve Number (CN) shown is a weighted calculation based on percentages of undeveloped ground cover and impervious surfaces per subarea. Refer to the Drainage Report D for the drainage computations.

Existing impervious surfaces cover about 16% of the Rezone Property north of Crittenden Road. The potential development, as shown, would increase this coverage by 22%. The storm water runoff from the potential developed areas will be directed towards local groundwater recharge and water quality practices and regional storm water ponds for runoff rate attenuation. The runoff from undeveloped portions of the site would follow existing drainage patterns into the primary watercourses that flow off-site to Red Creek.

1. **Pre- vs. Post-Development Peak Runoff Rate** – Will be attenuated to at or below existing conditions in compliance with the General Permit and the Town of Brighton’s design standards.

To meet the NYS stormwater design requirements for compliance with General Permit GP-0-10-001, the 1-yr post-developed run-off volume should be detained for 24-hrs and the 10-yr and 100-yr post-developed runoff should be attenuated to match existing conditions. The Town of Brighton also requires attenuation of the 100-yr post-development runoff rate to the 25-yr existing runoff rate, as well as controlling lesser events in the same manner.

The peak pre- and post-development run-off rate at the bottom of each subarea was calculated by using NRCS TR-55 methodology on Pond Pack, version 10.0, by Bentley Systems. The rainfall depths for the various storm events were taken from the “Rainfall List by County” in Drainage Study Appendix C. *These results show the runoff rates to the wetlands, where applicable, and do not take into account the restrictions from the wetlands outlets.* Refer to the Drainage Report for the complete results of the calculations and analysis.

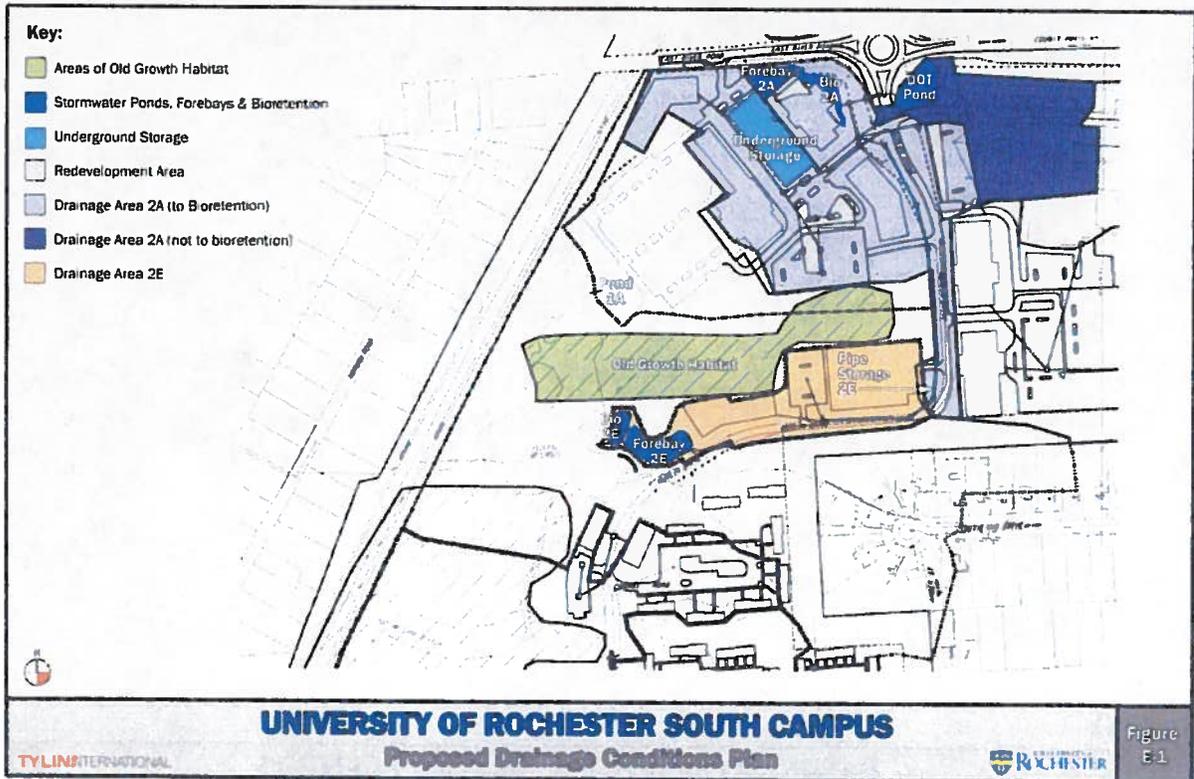
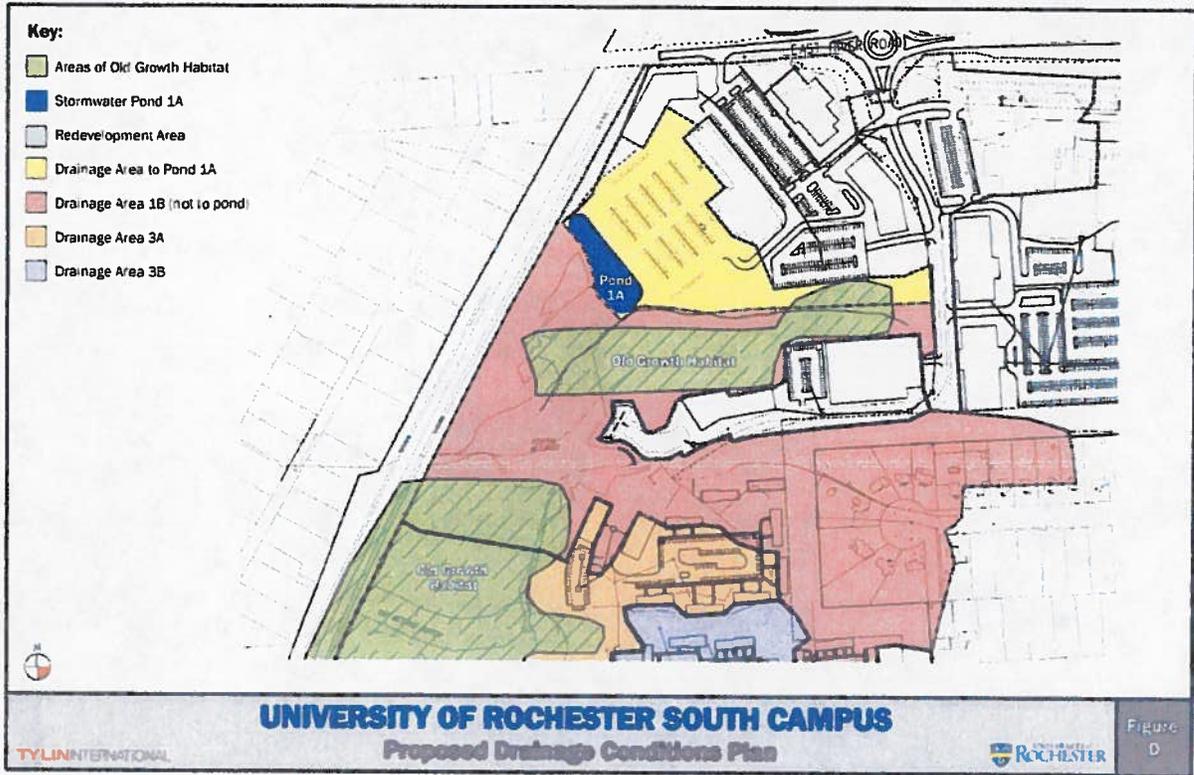
Site Run-off

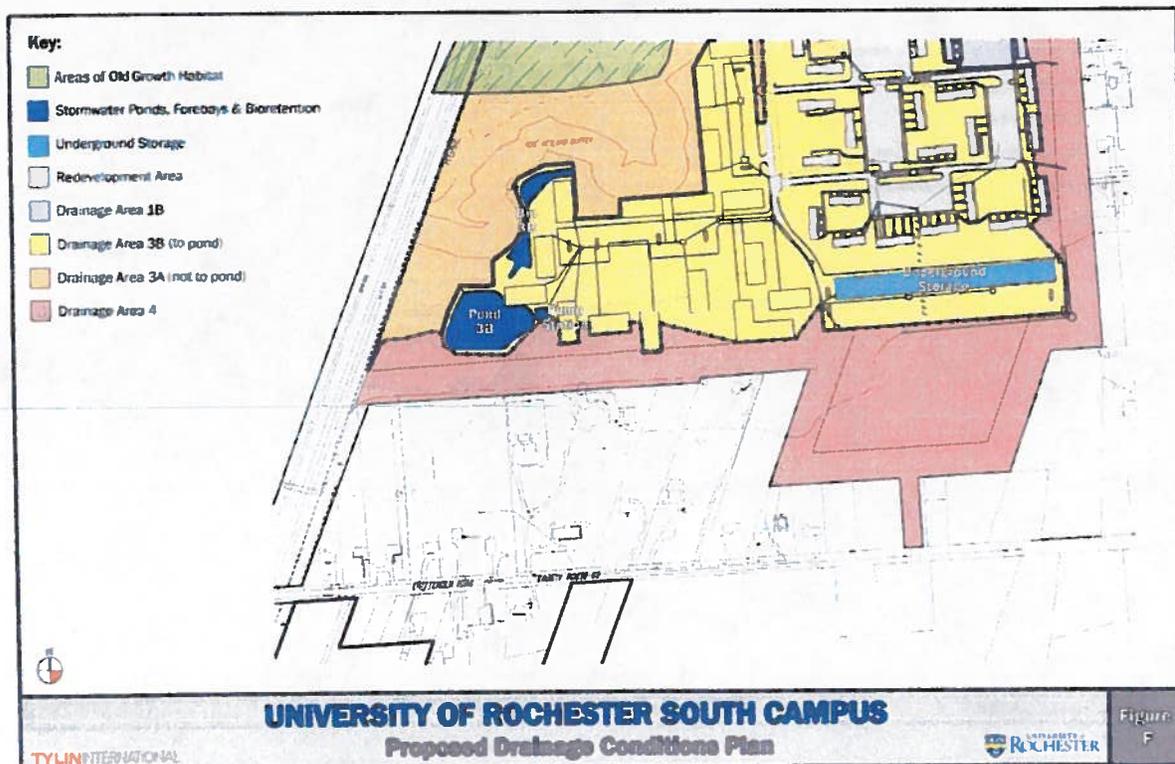
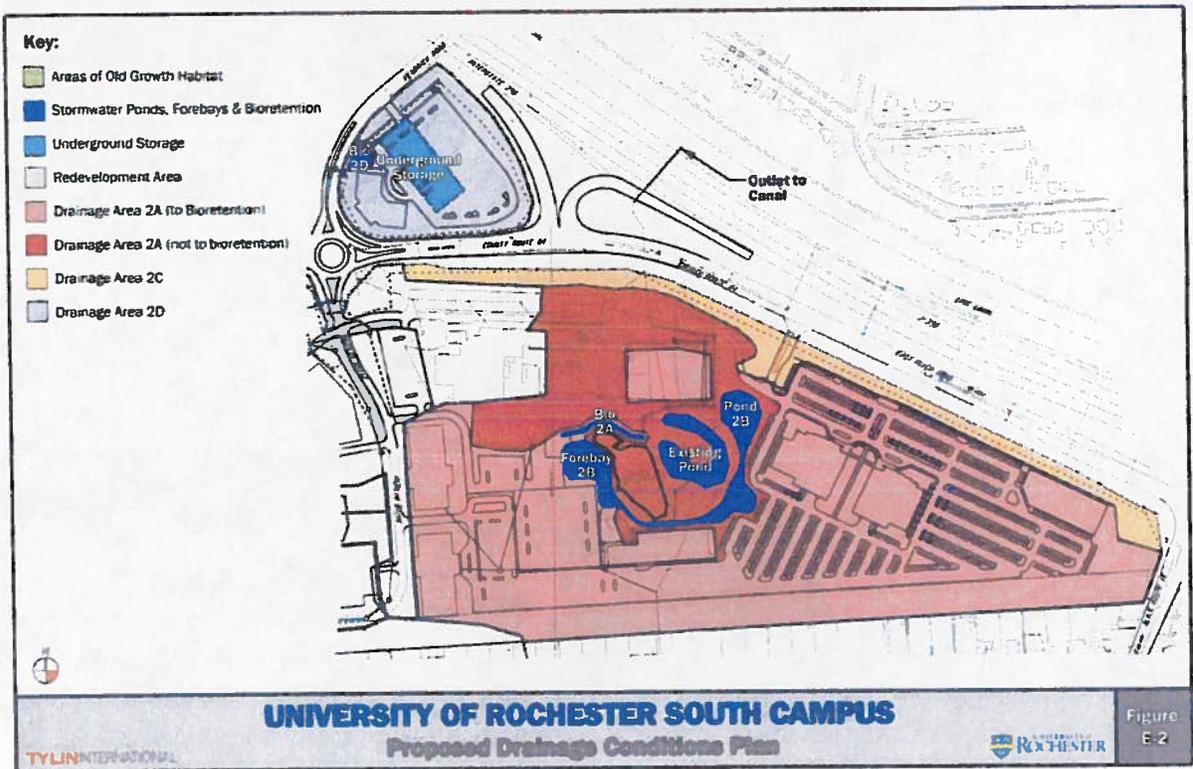
Drainage Area	Design Storm	Existing Run off (cfs)	Proposed Run off (cfs)
Subarea 1 Northern Red Creek Tributary	1-yr	21.4	11.8
	2-yr	27.9	15.7
	10-yr	53.8	32.6
	25-yr	66.4	41.0
	100-yr	87.1	54.7
Subarea 2A Erie Canal via NYSDOT Detention Pond	1-yr	15.5	14.7
	2-yr	19.4	17.7
	10-yr	34.6	29.7
	25-yr	41.7	35.1
	100-yr	53.2	43.3
Subarea 2B Erie Canal via Existing Detention Pond	1-yr	9.8	10.8
	2-yr	10.8	11.4
	10-yr	53.7	47.5
	25-yr	81.4	70.4
	100-yr	106.8	104.3
Subarea 2C Erie Canal via I-390 Storm Sewer System	1-yr	7.6	3.4
	2-yr	10.0	4.5
	10-yr	19.7	8.9
	25-yr	24.4	11.0
	100-yr	32.0	14.5
Subarea 2D Erie Canal via Murlin Drive Sewer System	1-yr	6.9	5.9
	2-yr	8.8	7.4
	10-yr	15.8	13.6
	25-yr	19.2	16.2
	100-yr	24.5	19.8
Subarea 3 Southern Red Creek Tributary		41.4	27.4
	1-yr	51.5	33.5
	100-yr	90.4	56.7
		108.5	67.3
Subarea 4 Furlong Creek drainage area		14.2	8.0
	1-yr	19.4	11.2
	2-yr	41.1	24.3
	10-yr	51.7	30.8
	25-yr	69.5	41.7
Subarea 5 Lilac Park Subdivision; drains to Furlong Creek	1-yr	9.8	9.8
	2-yr	30.3	30.3
	10-yr	36.9	36.9
	25-yr	48.5	48.5
	100-yr	68.1	68.1
Total On Site & Off Site	1-yr	127	92
	2-yr	178	132
	10-yr	346	250
	25-yr	442	320
	100-yr	579	431

Comparison of Pre- & Post-Development Runoff Rates

Overall the proposed stormwater management facilities will result in a decrease to the post-development runoff rate. Subareas #1 will reduce the 100-yr post-developed rate to the 25-yr pre-developed rate and the 25-yr post-developed rate to the 10-yr pre-developed rate. The 10-yr post-developed rate is not completely reduced to the 2-yr pre-developed rate but the post-developed 10-yr storm event is completely discharged through a 3-inch orifice. Rate attenuation is accomplished through stormwater management facilities which include ponds and underground storage chambers which discharge through outlet structures. Channel protection volume for the 1-year storm is applicable to developed area which discharge to natural watercourses and will be met by completely discharging this event through a 3-inch orifice. Subarea #2 discharges to a 5-th order waterbody thus attenuation is typically not required. Because this system discharges through the NYSDOT storm sewer system, post-development rates must be equal to existing conditions. For the larger storms this is achieved through ponds and underground storage. The NYSDOT storm sewer system is typically sized for a 10-year storm capacity. Storm events less than the 10-year have been attenuated to the pre-developed 10-year runoff rate. Subarea #3 is similar to Subarea #1 in that the higher storms attenuate rates to the subsequent lower storm and the 10-year storm is completely discharged through a 3-inch orifice. An interconnected above ground and below ground storage system is provided. The above ground portion allows this SMP to be regulated by a constant state pump and an outlet control structure. The outlet control will attenuate rates necessary to provide channel protection volume. Subarea #4 will reduce the post-developed runoff rate for each of the storm events by reducing the drainage area size. Development is not proposed within Subarea #4 or #5. Subarea #5 will not be affected by the proposed developments.

Stormwater management facilities designed to attenuate post-developed runoff rates have been located in subareas #1 through #3. The practices have been sized to comply with New York State Stormwater Management Design Manual's (NYS SMDM) pond requirements listed in Chapter 6.1, Refer to the following figures for locations of the proposed detention systems designs.





Stormwater Facility

Stormwater Facility	Volume of Detention Provided (acre-ft)
Pond # 1A	2.25
Underground Storage # 2A*	3.5
Pond #2B *	3.72
Underground Storage #2D*	0.5
Underground Storage #2E*	0.35
Underground Storage & Pond #3B*	8.4

* This drainage area discharges to a bioretention infiltration system prior to reaching the detention pond.

Drainage areas that discharge to a bioretention infiltration system prior to reaching the detention pond were conservatively assumed to obtain no runoff losses from infiltration and the entire drainage area runoff volume was routed to the detention system.

Description of Rate Attenuation Stormwater Management Facilities

The New York State Stormwater Management Design Manual's (NYS SMDM) specifies that ponds should be designed to detain the 1-yr post-developed run-off volume, and be outlet over a 24-hour period to provide channel protection to the downstream receiving waters. The 10-yr developed peak run-off rate should be attenuated to that of existing conditions to prevent an increase in out-of-bank flooding generated by an increase in development. The 100-yr developed peak run-off rate should be attenuated to existing run-off rates to provide for extreme flood protection. The intent of the extreme flood criteria is to prevent the increased risk of flood damage from large storm events, maintain the boundaries of the predevelopment 100-yr floodplain, and protect the physical integrity of storm water management practices. The Town of Brighton further requires the 25-yr developed run-off rate be analyzed and the 100-yr post development runoff rate be reduced to the 25-yr pre-development runoff rate and so forth for each smaller storm. Reduction of the peak post-development flows at the storm water ponds should be achieved through the use of outlet structures that will allow varying discharge rates.

Stormwater management facilities designed to attenuate post-developed runoff rates have been located in subareas #1 through #3. The practices have been sized to comply with NYS SMDM pond requirements.

- Stormwater Pond #1 is located within Subarea #1 and the outlet structure will discharge to the wetlands in Subarea #1, which flow to Red Creek.
- Stormwater Pond #2B, Underground Detention System #2 A, #2E and #2D are located within Subarea #2. These systems outlet through different points to the storm sewer system connected to the I-390 system that eventually outlets into the Erie Canal.
- Stormwater Pond #3B is a combination of a surface pond and an underground detention system. The underground detention system is linked to the surface pond via a stormwater pump. The surface pond will contain an outlet structure that will attenuate flows to meet Channel Protection requirements and pre-existing runoff rates. The pump will be equipped with floats. As storage volume becomes available in the surface pond, the pump will be triggered on and will pump water from the underground system to the surface pond. Subarea #3 will discharge to the south wetlands. Amenity implementation (as discussed in section 4) in the south wetland will cause this area to not outlet for storm events equal to or less than the 100-yr frequency occurrence. The provided underground storage along with the existing storage volume in subarea #3 is adequate to provide the required detention volume (after swale mitigation) to contain the post-developed 100-year storm event without discharging to the Furlong Creek drainage area to the south.

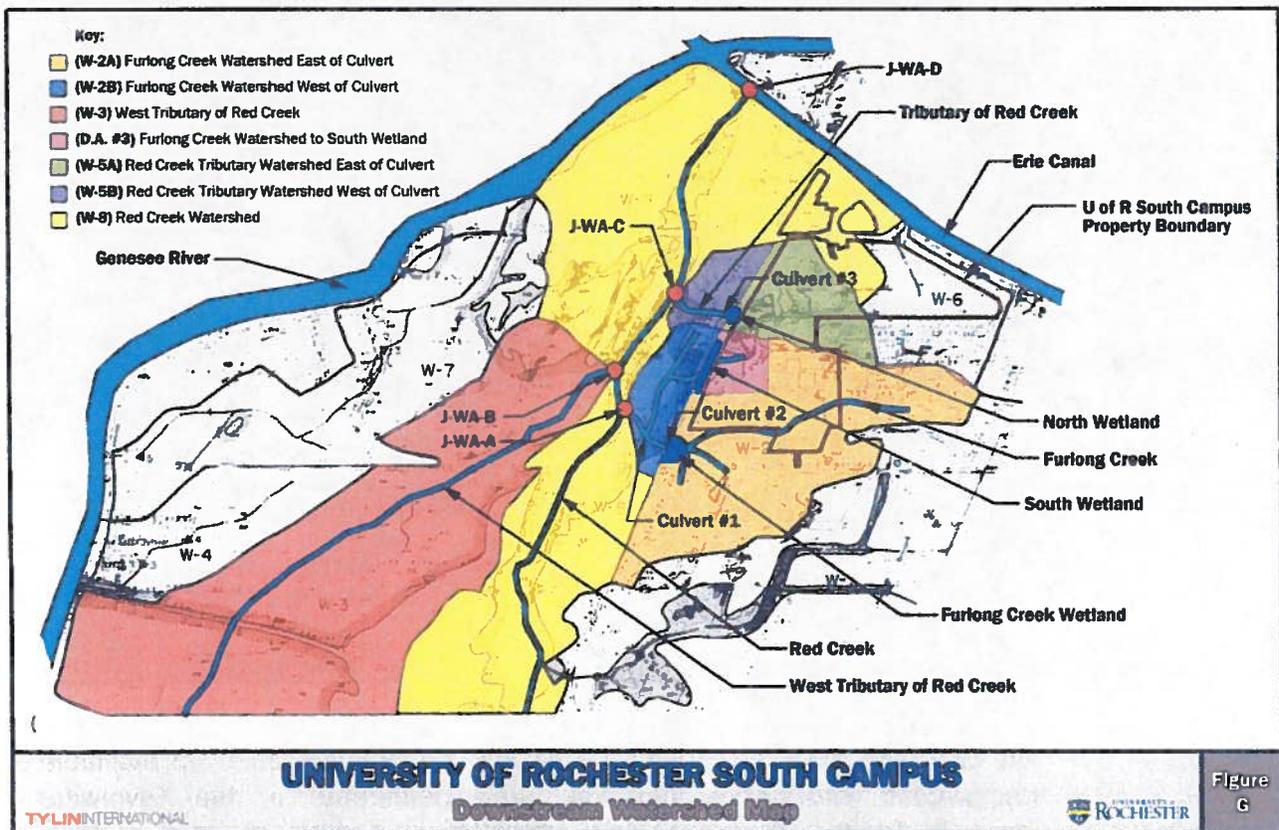
The design complies with NYSDEC and the Town of Brighton development standards for attenuation of post-development runoff rates.

2. **Post-Development Project Impacts Downstream** – Will result in negligible changes to downstream existing conditions for the Erie Canal drainage area and will result in a positive impact to downstream flooding conditions for the Red Creek drainage areas.

The proposed development will have only positive impacts on the natural downstream watercourses and their respective drainage areas. This is accomplished by reducing the drainage area from the re-zone property to these discharge points and providing additional detention volume prior to discharge. The drainage area to the south wetlands (D.A. #3) will increase; however, storage volume has been provided for the additional runoff volume this area will receive. The ponding in the wetland area will not be higher than the lowest point in the ridge (after amenity improvements) between this area and the Furlong Creek drainage area so all runoff will be completely contained in this area. The drainage area to the Erie Canal is also proposed to be increased. The Erie Canal is a man-made 5th order water body designed to be at the bottom of the watershed.

Refer to Figure in Appendix A of the Drainage Report for Erie Canal 5th order calculation. The canal is capable of handling the additional volume without any negative downstream impacts. The drainage from the rezone property reaches the Erie Canal by four (4) different routes: the existing DOT detention pond, the existing U of R detention pond, the Kendrick Drive storm sewer system and sheet drainage to the I-390 storm sewer system. Detention has been provided upstream of each of these points to attenuate post-development runoff rates to pre-development conditions.

A downstream analysis was done to look at the effects of the proposed detention system and hydrologic changes in respect to the overall watershed drainage of Red Creek. Red Creek is located west of the site and flows north to the Erie Canal. Furlong Creek confluences with Red Creek, just upstream of the project area. This confluence point is delineated as Analysis Point 'A' in this report. The second major confluence is downstream where the West Tributary of Red Creek joins Red Creek. This confluence point is delineated as Analysis Point 'B' in this report. The next confluence point downstream is the Red Creek Tributary which joins on the east side of the creek. This confluence point is delineated as Analysis Point 'C' in this report. Analysis Point 'D' is the location where Red Creek meets the Erie Canal. Refer to the Figure below for a map of the downstream watershed.



The U of R rezone property is approximately 180 acres so in following the 10% rule outlined in the New York Stormwater Management Design Manual an area of 1,800 acres was analyzed. Due to the project's location at the bottom end of the Red Creek watershed, the study area extended from the Erie Canal upstream to a watershed area of 1,800 acres. This is approximately the point just downstream of the confluence of Red Creek with the West Tributary of Red Creek. The downstream study area therefore included Furlong Creek. As an additional measure, a general look at the watershed hydrograph for Red Creek upstream of the confluence with Furlong Creek was looked at.

Red Creek and the West Tributary of Red Creek have been studied and are detailed in the Monroe County Flood Insurance Study (FIS), last updated August 2008. The entire Red Creek watershed is approximately 22 square miles and the West Tributary of Red Creek watershed is approximately 3 square miles. The Town of Brighton Townwide Study assigned a naming convention for the downstream watersheds and culvert. A similar, but slightly modified naming convention was used in this report for a more detailed analysis. Refer to the table below for the naming convention.

Drainage Area, Culvert & Analysis Point Designations

<i>Designation</i>	<i>Description</i>	<i>Source</i>
W-8	Red Creek Watershed	Townwide Study
W-8 @ A	Red Creek Watershed North of confluence with Furlong Creek	TYLI Drainage Report
W-8 @ D	Red Creek watershed between confluence with Furlong Creek and confluence with Erie Canal	TYLI Drainage Report
W-3	West Tributary of Red Creek watershed	Townwide Study
W-2	Furlong Creek Watershed (includes drainage areas #3, #4 & #5)	Townwide Study
W-2A	Furlong Creek watershed east of Lehigh Valley (L.V.) Trail	TYLI Drainage Report
W-2B	Furlong Creek watershed west of L.V. Trail	TYLI Drainage Report
W-5	Red Creek North Tributary watershed	Townwide Study
W-5A	Red Creek North Tributary watershed east of L.V. Trail (is equivalent to drainage area #1)	TYLI Drainage Report
W-5B	Red Creek North Tributary watershed west of L.V. Trail	TYLI Drainage Report
#1	Analysis Point on Furlong Creek just above confluence with Red Creek	Townwide Study
#2	Culvert for Furlong Creek under L.V. trail berm	Townwide Study
#3	Culvert for North Red Creek Tributary under L.V. trail berm	Townwide Study
#7 & #8	Culverts for South Wetland under L.V. trail berm	Townwide Study

The drainage area for Furlong Creek was developed based on available topographic information and the area delineated in the Townwide Drainage Study. Based on this information, a drainage area of 0.42

square miles (271 Ac) for Furlong Creek was developed. The longest flow path was developed to determine a hydrograph for the peak runoff rate from this watershed. This information was used to review the timing of the proposed detention discharges with the Furlong Creek peak hydrograph timing. Refer to Appendix A for a map of the Furlong Creek drainage area.

A combination of record data from the Townwide Study, Streamstats and the Monroe County Flood Insurance Study (FIS), along with ground cover delineations and Pondpac was used to develop approximate hydrographs of the surrounding watersheds. Refer to the table on the following page for the existing and proposed runoff rate information.

Existing & Proposed Downstream Runoff Rates

Drainage Area	Storm Event	Exist. Runoff Rate (cfs)	Prop. Runoff Rate (cfs)
W-5B Northern Red Creek Tributary	1-Yr	24.7	24.7
	2-Yr	32.6	32.6
	10-Yr	64.8	64.8
	25-Yr	80.4	80.4
	50-Yr	96.4	96.4
	100-Yr	106.1	106.1
W-2A (includes D.A. #4 & D.A. #5) Furlong Creek	1-Yr	33.5	30.2
	2-Yr	46.3	41.8
	10-Yr	102.5	92.9
	25-Yr	130.8	118.6
	50-Yr	160.1	145.3
	100-Yr	178.2	161.7
W-2B Furlong Creek	1-Yr	17.5	17.5
	2-Yr	25.6	25.6
	10-Yr	60.7	60.7
	25-Yr	78.6	78.6
	50-Yr	97.2	97.2
	100-Yr	108.6	108.6
W-8 @ A Red Creek	1-Yr	277.6	277.6
	2-Yr	411.1	411.1
	10-Yr	1057.6**	1057.6**
	25-Yr	1409.8	1409.8
	50-Yr	1788.8**	1788.8**
	100-Yr	2027.0**	2027.0**
W-3 Red Creek	1-Yr	50.9	50.9
	2-Yr	83.1	83.1
	10-Yr	252.9**	252.9**
	25-Yr	349.9	349.9
	50-Yr	456.0**	456.0**
	100-Yr	523.3**	523.3**
W-8 @ D Red Creek	1-Yr	0	0
	2-Yr	0	0
	10-Yr	1.4	1.4
	25-Yr	3.5	3.5
	50-Yr	7.5	7.5
	100-Yr	10.9	10.9
O-W8@D Red Creek	1-Yr	316.4	313.6
	2-Yr	468.2	464.3
	10-Yr	1190.5**	1180.0**
	25-Yr	1598.5	1574.1
	50-Yr	2038.6**	2012.5**
	100-Yr	2315.7**	2286.9**

** Flow Rates closely match FIS study flow rates.

To determine the effects of the proposed developed on downstream runoff rates and flooding volumes the railroad culverts and wetland storage areas were added to the models for subareas #1 & #3. Subarea #2 is not affected by a culvert restriction. The wetland and culvert restriction for Furlong Creek was also added to the model. Refer to the Drainage Report

for the complete results of the calculations and analysis. Refer to the table below for a summary of the results.

Site Run-off w/ Culvert Restrictions & Wetland Storage

Drainage Area	Design Storm	Existing Run off (cfs)	Proposed Run off (cfs)
Subarea 1 (W-5) Northern Red Creek Tributary Ex: (J-3) Pr: (J-3)	1-yr	27.8	6.2
	2-yr	36.7	7.5
	10-yr	72.2	13.6
	25-yr	89.4	16.4
	100-yr	117.4	19.5
Subarea 3 South Wetlands Ex: (S. Wetland OUT) Pr: (J-7)	1-yr	8.1	0
	2-yr	11.1	
	10-yr	24.4	
	25-yr	30.7	
	100-yr	41.0	
Subarea W-2 (inc. DA #4 & 5) Furlong Creek Ex: (J-1) Pr: (J-1)	1-yr	33.0	24.7
	2-yr	40.4	33.5
	10-yr	73.7	70.7
	25-yr	95.4	91.0
	100-yr	133.0	125.9
Analysis Pt A Red Creek Ex/Pr: (J-W8-A)	1-yr	283.8	281.8
	2-yr	420.7	417.2
	10-yr	1077.1	1069.2
	25-yr	1438.9	1423.9
	100-yr	2078.3	2049.6
Analysis Pt B Red Creek Ex/Pr: (J-W8-B)	1-yr	314.5	311.9
	2-yr	465.8	462.2
	10-yr	1183.6	1175.4
	25-yr	1588.7	1566.8
	100-yr	2301.0	2276.0
Analysis Pt C Red Creek Ex/Pr: (J-W8-C)	1-yr	316.4	313.6
	2-yr	468.2	464.3
	10-yr	1189.2	1178.7
	25-yr	1596.1	1571.6
	100-yr	2311.1	2282.2
Analysis Pt D Red Creek Ex/Pr: (O-W8-D)	1-yr	316.4	313.6
	2-yr	468.2	464.3
	10-yr	1190.5	1180.0
	25-yr	1598.5	1574.1
	100-yr	2315.7	2286.9

The overall watershed discharge rates to the natural water bodies are decreased as a result of the project. This is accomplished by reducing the watershed area and creating a storage space in Drainage Area #3 that can completely contain the 100-year storm. Detention and attenuation in Drainage Area #1 further reduces the peak runoff rate. These rate reductions to the tributaries of Red Creek help to also have a slight decrease on the runoff rate of Red creek downstream of the project.

The following table shows the project's effects on the stormwater runoff rate and ponding elevations in the receiving wetlands: north wetland - (D.A. #1), south wetland - (D.A. #3) and Furlong Creek wetland - (D.A. #4).

Wetland Volume & Elevation

Event	Storm Event	Volume (Ac-ft)	Max Elev (ft)	Volume (Ac-ft)	Max Elev (ft)	Volume (Ac-ft)	Max Elev (ft)
		North Wetland (D.A. #1/W-5)		South Wetland (D.A. #3)		Furlong Creek Wetland (W-2)	
Existing	1-yr	0.8	526.5	1.2	525.7	6.3	521.0
	2-yr	1.0	526.7	1.6	525.8	7.2	521.3
	10-yr	2.3	527.3	2.6	525.9	12.4	522.6
	25-yr	3.0	527.6	3.2	526.0	15.4	523.2
	100-yr	4.1	527.9	4.3	526.2	21.4	523.8
Proposed	1-yr	0.4	526.1	2.7	526.3	5.7	520.8
	2-yr	0.5	526.2	3.3	526.4	6.3	521.0
	10-yr	1.3	526.8	5.5	526.7	9.7	522.0
	25-yr	1.7	527.0	7.4	526.9	11.8	522.5
	100-yr	2.1	527.2	10.6	527.2	15.4	523.2

The post-development drainage to the Red Creek tributary will have a 83% reduction in the pre-development runoff rate for the 100-yr storm event and a 38% reduction in the pre-development runoff volume. The post-development drainage to Furlong Creek will have a 5% reduction in the pre-development runoff rate for the 100-yr storm event and a 27% reduction in the pre-development runoff volume. The maximum ponding elevations for each of the storm events will decrease in the North wetland and the Furlong Creek wetland.

The ponding elevation in the South Wetland will increase as a result of the additional drainage area to this location. The ponding elevation will not overflow; to the Furlong Creek drainage area, the Lehigh Valley Trail, or the proposed outlet structure. The runoff rate to the South Wetland will be reduced significantly from existing conditions which will cause the ponding water to rise more slowly and allow the maximum extent possible to infiltrate to the soil.

The timing of the U of R discharges to the Red Creek Tributary (D.A. #1) and Furlong Creek (D.A. #3) watershed was also looked at to ensure the proposed detention did not cause the runoff rates peak to align with the receiving watersheds or Red Creek. In both instances, the project discharge peaks occurred before the receiving watershed peak and the

receiving watershed peak occurred before the Red Creek watershed peak for existing conditions. This same timing was maintained for proposed conditions.

The project will not result in negative impacts to downstream waters and may provide some positive impacts.

3. **Pre- vs. Post-Development Peak Runoff Volume** – Will result in a decrease in site runoff volume to natural watercourses and will result in an increase in site runoff volume to the Erie Canal which is a 5th order man-made water body.

Any development which replaces pervious ground cover with impervious ground cover will result in a higher runoff volume from the developed area. The soils in the rezone area are not believe to be conducive to infiltration and many areas have a high ground water table which limits the extent volume infiltration practices can be employed. However, infiltration practices have been designed to take advantage of any infiltration capacity the soils may possess in reducing runoff volume. As discussed in Point #2, the post-developed stormwater management plan will redirect this additional volume, plus some existing runoff volume to locations with practices designed to promote infiltration. The practices promote infiltration by replacing the soil below the practice with engineered soil designed for infiltration. Underdrain is provided at the bottom of the infiltration soil layers as an additional drainage measure in the event that the natural soils below this layer do not infiltrate runoff. A conservative approach was taken in the volume runoff analysis. The practices were assumed to not infiltrate runoff and all runoff volume was assumed to reach the receiving water through overland or closed conduit flow.

The infiltration practices proposed in the post-developed stormwater management plan include: bioretention systems and proprietary filtration devices compliant with the NYSDEC requirements. Additional practices to achieve further volume infiltration such as: dry swales, disconnected rooftop runoff and vegetated swales may be incorporated into the final design plans if desired to further increase the runoff reduction volume provided; however, the current plan complies and exceeds the minimum NYSDEC requirements.

The existing and proposed runoff volume to the receiving waters are listed in the table on the following page.

Pre- & Post-Development Volume Comparison for Receiving Waters

Drainage Area	Storm Event	Exist Volume (Ac-ft)	Prop. Volume (Ac-ft)
North Tributary of Red Creek (J-3)	1-yr	5.0	1.8
	2-yr	6.4	2.5
	10-yr	12.0	4.5
	25-yr	14.8	5.8
	100-yr	19.5	7.4
Erie Canal (O-2)	1-yr	8.0	11.7
	2-yr	10.1	14.4
	10-yr	18.4	23.9
	25-yr	22.4	28.5
	100-yr	29.4	35.7
Furlong Creek (J-1)	1-yr	13.8	9.8
	2-yr	18.1	13.0
	10-yr	35.9	26.7
	25-yr	44.8	33.6
	100-yr	59.8	45.4

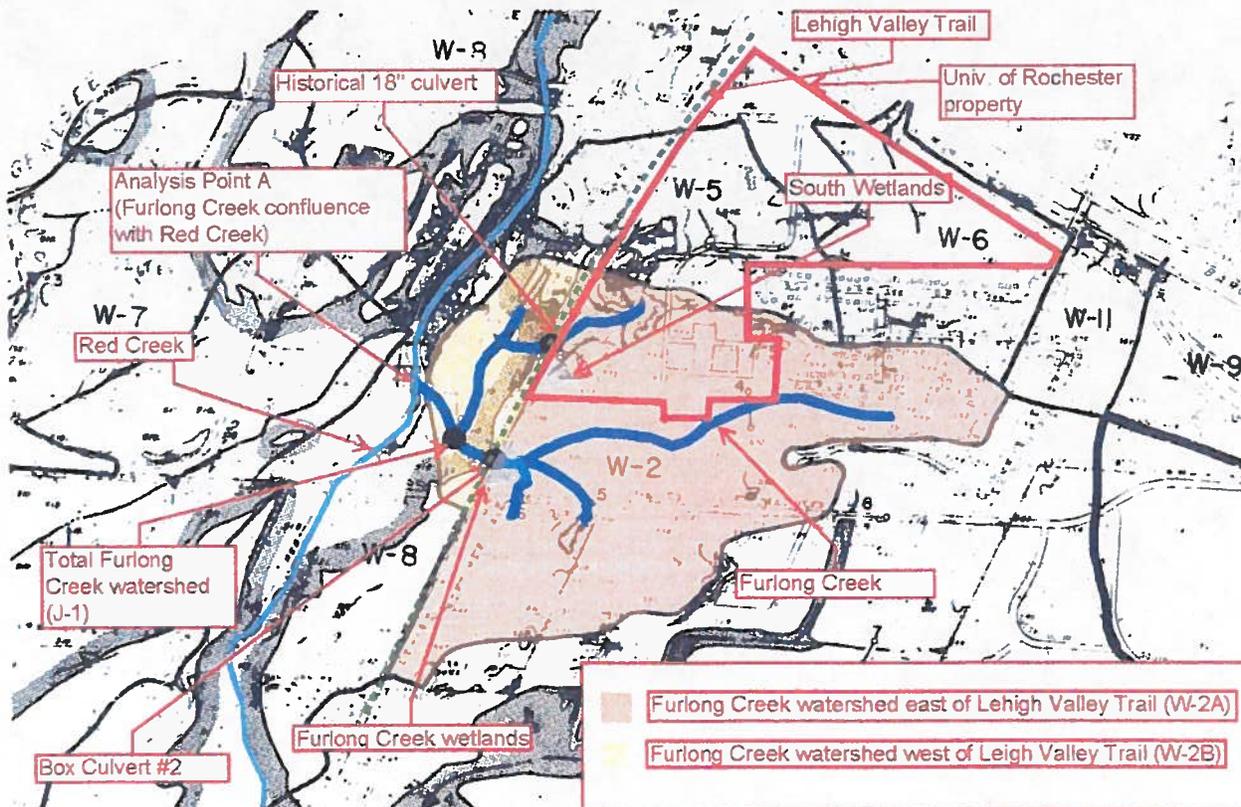
The project will not result in an increase in runoff to any natural receiving water body. Areas that will receive a volume increase are appropriately sized to handle the increased volume.

- 4. Post Development Project Impacts to Existing Flooding Problem Areas -** Existing flooding problems will not worsen over time due to the re-zone development proposed by the University.

Residential properties located along the north side of Crittenden Road adjacent to the Lehigh Valley Trail berm experience significant and disruptive flooding in their rear yards. The flooding is from drainage in the Furlong Creek watershed. This watershed is restricted by a box culvert under the trail berm. Upstream of the culvert, the Furlong Creek flow area is not well defined into a channel until further upstream. In the same area north of Crittenden Road, but west of the trail berm there is also some flooding problems by the residential properties on Norman and Helen Road. South of the residential area is a 100-year flood zone where ponding would be expected. A drainage ditch directs runoff south from the residential properties through the flood zone to Furlong Creek. Sheet drainage does not always reach the ditch and sometimes causes disruptive flooding to the residential properties.

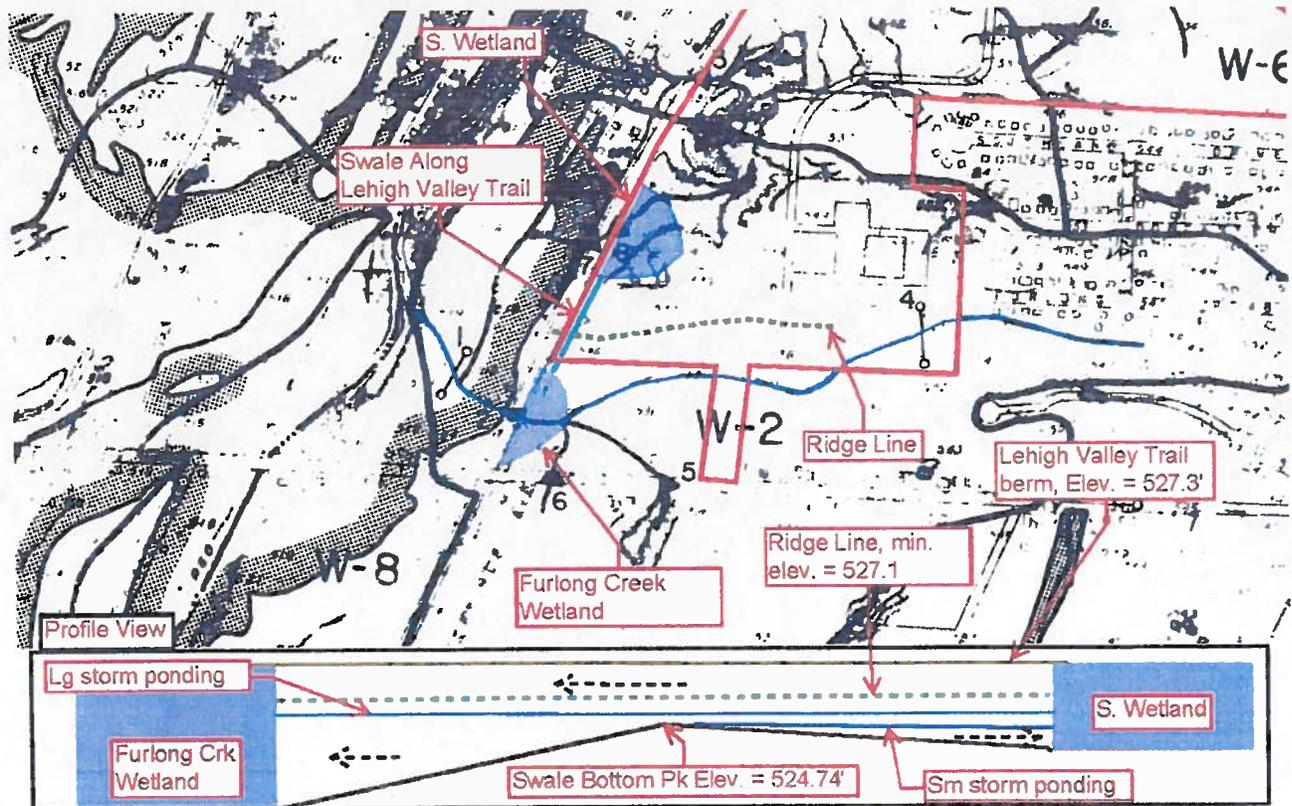
The Town of Brighton commissioned a Townwide Drainage Study in 1978 that included Furlong Creek. This study identified the Furlong Creek watershed to be 0.42 square miles. Of this area, approximately 0.35 square miles is located on the east side of the Lehigh Valley Trail (trail). The Town report refers to the Furlong Creek watershed with the delineation "W-2". This report further subdivides the watershed into "W-2A" for the watershed on the east side of the trail and "W-2B" for the watershed on the west side of the trail. Furlong Creek is restricted at the Lehigh Valley trail location by a 2.5' by 3' stone culvert that passes under the trail (referred to as culvert #2 in the Town report). Upstream of the culvert, the Furlong Creek flow area is not well defined into a channel until further upstream. There is a swale that runs parallel to the residential rear property line's that collects this drainage and routes it to the culvert. A large wetland area exists on the U of R property referred to in this report as the "south wetland" in Drainage Area #3 (D.A. #3). It is believed an 18" culvert once drained this wetland and conveyed drainage under the trail to the west and then south through a drainage ditch to Furlong Creek. This drainage pattern is shown in the map included in the Town Drainage Study Map. Color and call-outs have been added for clarity.

Furlong Creek Drainage Area



Despite the historical information, a culvert outlet for the south wetlands could not be found by multiple parties. The south wetlands contain a large volume of standing water and storage potential. The standing water exhibits stagnant behavior. Discharge from this wetland area occurs two ways. The first is through slow ground infiltration and evapotranspiration. This would occur over a long period of time for smaller, intermitted storm events. The second discharge point occurs through a swale that runs along the Lehigh Valley embankment. This swale connects the south wetland to the Furlong Creek drainage area to the south. A well defined ridge separates these two drainage areas except for this swale. The swale has a peak in the bottom elevation of it at the ridge line thus directing runoff away in opposing directions from the peak. Large storm events in the south watershed (D.A. #3) that exceed the capacity of the storage area will surmount the high point in the swale and flow south into the Furlong Creek watershed, specifically the Furlong Creek wetland area east of the Lehigh Valley Trail. Refer to the figure below for a diagram of this drainage pattern.

South Wetland Overflow Swale to Furlong Creek



The drainage patterns were modeled in Pondpac with the outflow from the South Wetland directed over the swale high point (via a weir) to the Furlong Creek Watershed.

The following tables are the Pondpac hydrologic analysis results for the runoff rates to the South Wetland, Furlong Creek Wetland and Furlong Creek watershed for existing and proposed conditions. Also listed are the existing ponding elevations.

Existing Ponding Elevations & Volumes

Storm Event	S. Wetland Elev. (ft)	S. Wetland Vol. (Ac-ft)	Furlong Creek Wetland Elev. (ft)	Furlong Creek Wetland Vol. (Ac-ft)
1-Yr	525.69*	1.2	521.03	6.3
2-Yr	525.77*	1.6	521.29	7.2
10-Yr	525.94*	2.6	522.60	12.4
25-Yr	526.03*	3.2	523.19	15.4
50-Yr	526.11*	3.9	523.62	19.1
100-Yr	526.16*	4.3	523.80	21.4

*Ponding elevation overtops high point in swale (524.74'), so a portion of the drainage would flow south to Furlong Creek wetlands watershed in the swale; does not surmount ridge line/ground surface above swale (527.1') or Lehigh Valley Trail berm (527.3').

Existing Runoff Rates

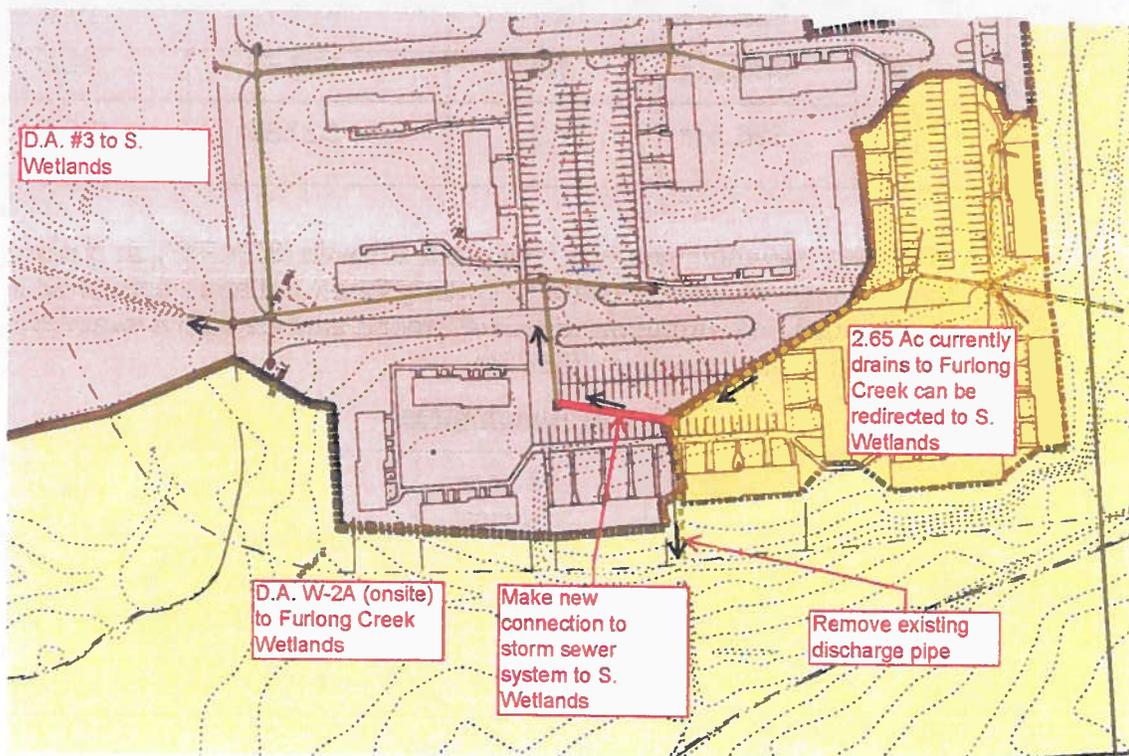
Storm Event	D.A. #3 to S. Wetland (cfs)	S. Wetland to Furlong Creek Wetland (cfs)	W-2A to Furlong Creek Wetland (cfs)	Furlong Creek Wetland culvert discharge (Culv. #2) (cfs)	Total Furlong Creek watershed (cfs)
1-Yr	41.4	8.1	33.5	30.9	33.0
2-Yr	51.5	11.1	46.3	37.9	40.4
10-Yr	90.4	24.4	102.5	62.6	73.7
25-Yr	108.5	30.7	130.8	70.8	95.4
50-Yr	126.8	37.1	160.1	76.3	118.5
100-Yr	137.7	41.0	178.2	78.5	133.0

Pre-Development Potential Flooding Improvement Amenities

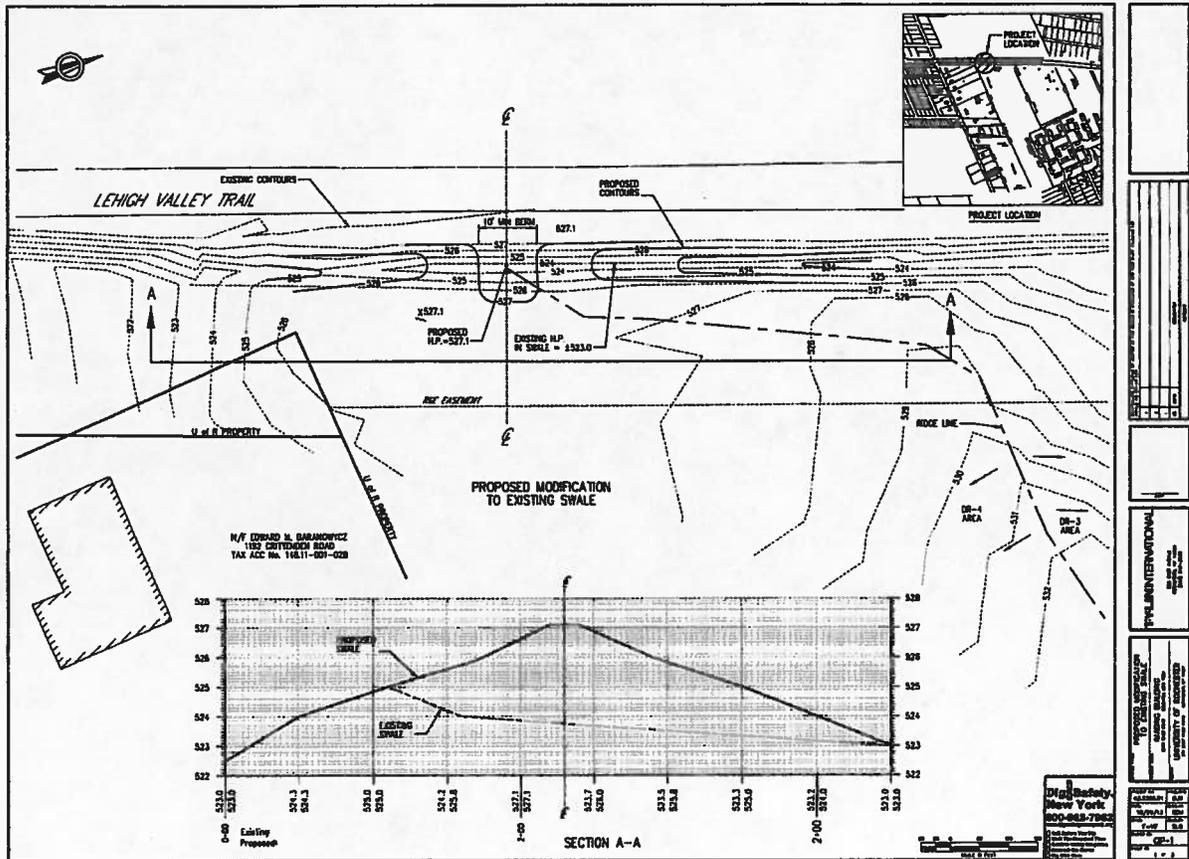
Three actions were identified that have the potential to improve the flooding experienced by the property owners east of Lehigh Valley trail along Crittenden Road.

- The first amenity is to redirect runoff from the developed portion of the University of Rochester property that currently drains to the Furlong Creek watershed. A connection can be made in the storm sewer system that will re-route this runoff to the south wetland. This will remove 2.65 acres from the Furlong Creek watershed east of the Lehigh Valley trail where ponding is experienced. Refer to the figure below for the first amenity location.

New Storm Sewer Connection

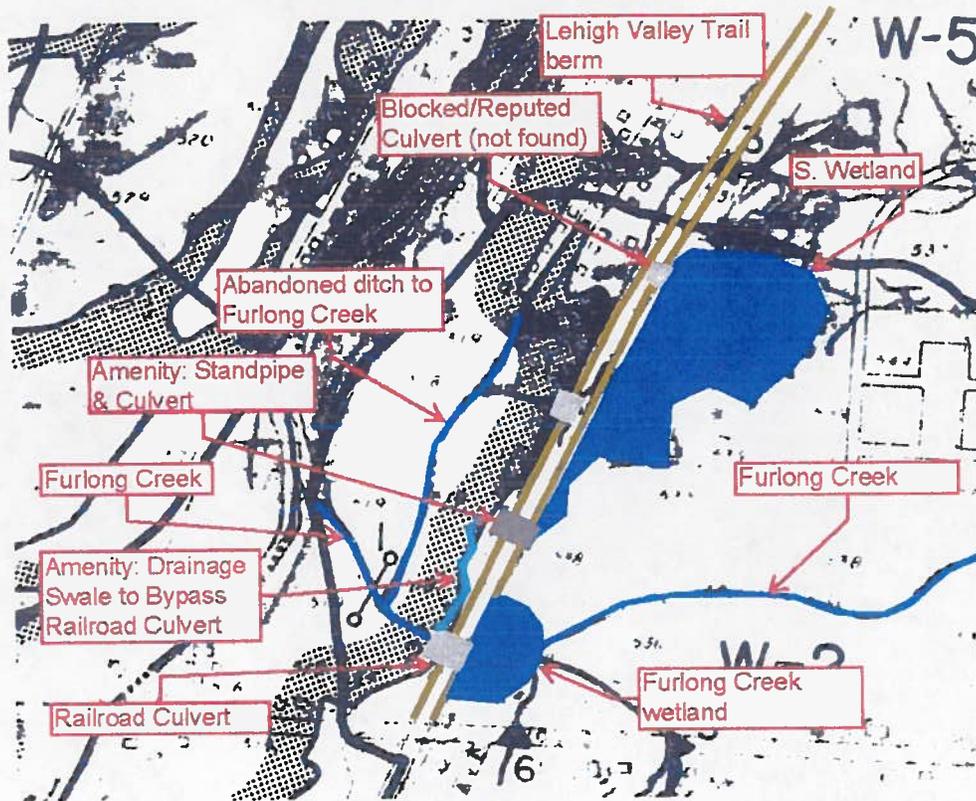


- The second amenity is to close the swale that connects the South Wetland to the Furlong Creek watershed by creating a berm in it. This will raise the elevation for ponding in the South Wetlands by 2.4 ft prior to it overflowing the ridge into the Furlong Creek watershed. Refer to the berm modification figure on the following page.



- The third amenity is to construct an outlet structure in the South Wetland to control the ponding elevation thus reducing the potential for it to overtop the ridge and enter the Furlong Creek watershed. The outlet structure will consist of a stand pipe with a top elevation at the proposed conditions 100-year ponding elevation. The stand pipe will discharge through a culvert under the Lehigh Valley Trail. It will be equipped with perforations to allow a minimal amount of discharge which will cause the wetland to slowly return to a base water surface elevation between storm events. A defined drainage channel can be constructed on the west side of the trail berm to direct runoff towards Furlong Creek where the sheet flow currently reaches the residential properties. This amenity will help to redirect some of the flooding volume around the existing railroad culvert. Refer to the figure on the following page for a diagram of the South Wetland discharge.

South Wetland Discharge



These amenities have the potential to help reduce flooding by redirecting some of the flooding volume away from the problem areas. However, Furlong Creek has a large upstream drainage area consisting of dense natural vegetation and relatively flat topography; only a small portion of this Furlong Creek drainage area resides on the U of R south campus. Though the proposed amenities on the U of R property will provide some improvement from existing conditions, the majority of the flow to Furlong Creek comes from off-site areas to the east and south of Crittenden Road that are not in the rezone area. Implementation of amenity measures will result in only undeveloped areas on the U of R property contributing runoff to this drainage area. The results of the amenities on the Furlong Creek drainage area are shown in the tables on the following page.

Existing Ponding Elevations & Volumes after Amenities Inclusion

Storm Event	S. Wetland Elev. (ft)*	S. Wetland Vol. (Ac-ft)	Furlong Creek Wetland Elev. (ft)	Furlong Creek Wetland Vol. (Ac-ft)
1-Yr	526.0	3.3	520.8 (-0.2')	5.7 (-0.6)
2-Yr	526.2	4.2	521.0 (-0.3')	6.3 (-0.9)
10-Yr	526.6	7.6	522.0 (-0.6')	9.9 (-2.5)
25-Yr	526.7	9.2	522.5 (-0.7')	12.1 (-3.3)
50-Yr	526.9	10.6	523.1 (-0.5')	14.6 (-4.5)
100-Yr	527.0	11.5	523.3 (-0.5')	16.0 (-5.4)

*Wetland discharge at standpipe elevation (527.0).

Existing Runoff Rates After Amenities Inclusion

Storm Event	D.A. #3 to S. Wetland (cfs)	S. Wetland to Furlong Creek Wetland (cfs)	W-2A to Furlong Creek Wetland (cfs)	Furlong Creek Wetland culvert discharge (Culv. #2) (cfs)	Total Furlong Creek watershed (cfs)
1-Yr	44.3 (+2.9)	0 (-8.1)	30.1 (-3.4)	22.3 (-8.6)	24.4 (-8.6)
2-Yr	55.1 (+3.6)	0 (-11.1)	42.0 (-4.3)	30.7 (-7.2)	33.4 (-7.0)
10-Yr	96.7 (+6.3)	0 (-24.4)	95.8 (-6.7)	52.9 (-9.7)	70.3 (-3.4)
25-Yr	116.1 (+7.6)	0 (-30.7)	123.1 (-7.7)	61.5 (-9.3)	90.7 (-4.7)
50-Yr	135.7 (+8.9)	0 (-37.1)	151.6 (-8.5)	69.2 (-7.1)	112.3 (-6.2)
100-Yr	147.4 (+9.7)	0 (-41.0)	169.1 (-9.1)	72.0 (-6.5)	125.8 (-7.2)

There will be a reduction both in runoff rate and volume to the Furlong Creek wetland area on the east side of the culvert and from the Furlong Creek culvert to the drainage area on the west side of the trail berm. Drainage Area #3 will receive significantly more runoff volume at a slightly higher rate. The amenities allow this area to contain the volume and release it slowly over time so the contribution during the storm and ponding event will be negligible.

Further mitigation would be provided with the post-development stormwater management conditions by again reducing the drainage area to Furlong Creek east of the culvert. This would result in a 5% reduction in

the pre-development runoff rate for the 100-yr storm event and a 25% reduction in the pre-development runoff volume from existing conditions. The proposed mitigation measures will help to reduce some of the flow, but the flooding in low-lying areas will persist during wet periods due to the fact that the runoff from the U of R is only a small contributor to this volume in relation to the offsite drainage area. Additional storage will be provided in Drainage Area #3 to reduce flow rates into the South Wetlands back to existing conditions.

The results of the post-development conditions on the South Wetland and Furlong Creek drainage areas are shown in the tables below.

Table 9.5 - Proposed Ponding Elevations & Volumes

Storm Event	S. Wetland Elev. (ft)	S. Wetland Vol. (Ac-ft)	Furlong Creek Wetland Elev. (ft)	Furlong Creek Wetland Vol. (Ac-ft)
1-Yr	526.3 (+0.6)	2.7 (+1.5)	520.8 (-0.2)	5.7 (-0.6)
2-Yr	526.4 (+0.6)	3.3 (+1.7)	521.0 (-0.3)	6.3 (-0.9)
10-Yr	526.7 (+0.8)	5.5 (+2.9)	522.0 (-0.6)	9.7 (-2.7)
25-Yr	526.9 (+0.9)	7.4 (+4.2)	522.5 (-0.7)	11.8 (-3.5)
50-Yr	527.1 (+1.0)	9.3 (+5.4)	523.0 (-0.6)	14.1 (-4.9)
100-Yr	527.2 (+1.1)	10.6 (+6.3)	523.2 (-0.6)	15.4 (5.6)

**Does not surmount ridge line (527.1') or Lehigh Valley Trail berm (527.3').*

Proposed Runoff Rates

Storm Event	D.A. #3 to S. Wetland (cfs) (#3A + #3B)	S. Wetland to Furlong Creek Wetland (cfs)	W-2A to Furlong Creek Wetland (cfs)	Furlong Creek Wetland culvert discharge (Culv. #2) (cfs)	Total Furlong Creek watershed (cfs)
1-Yr	27.4 (-14.0)	0 (-8.1)	30.6 (-2.9)	22.6 (-8.3)	24.7 (-8.3)
2-Yr	33.5 (-18.0)	0 (-11.1)	42.3 (-4.0)	30.8 (-7.1)	33.5 (-6.9)
10-Yr	56.7 (-33.7)	0 (-24.4)	93.6 (-8.9)	52.0 (-10.6)	70.7 (-3.0)
25-Yr	67.3 (-41.2)	0 (-30.7)	119.4 (-11.4)	60.3 (-10.5)	91.0 (-4.4)
50-Yr	78.0 (-48.8)	0 (-37.1)	146.2 (-13.9)	67.7 (-8.6)	112.5 (-6.0)
100-Yr	84.4 (-53.3)	0 (-41.0)	162.6 (-15.6)	70.9 (-7.6)	125.9 (-7.1)

There will be a reduction both in runoff rate and volume to the Furlong Creek wetland area on the east side of the culvert and from the Furlong Creek culvert to the drainage area on the west side of the trail berm. Drainage Area #3 will receive significantly more runoff volume. Detention volume is provided to account for this increase. An outlet structure from the detention facility will attenuate runoff rates to the south wetlands to at or below pre-developed conditions. The proposed design allows this area to contain the volume and release it slowly over time so the contribution during the storm and ponding event will be negligible.

Downstream Analysis

In order to ensure that the hydrologic changes designed for the Furlong Creek watershed will not exasperate flooding concerns the timing of the hydrographs was also looked at in relation to Red Creek. The peak flooding from the Furlong Creek watershed occurs before the peak from the Red Creek watershed. This allows some of the Furlong Creek flooding volume to store in areas that would otherwise be used by Red Creek. The proposed conditions timing of the Furlong Creek hydrograph in relation to the peak Red Creek hydrograph is not changed. The peak runoff rate is slightly less as a result of the mitigation and amenities. The reason the timing has not changed is because the Furlong Creek drainage area is so large compared to the amount of it that is on the University of Rochester site.

The second problem area is downstream of the project along the Red Creek tributary. Flooding is experienced by residential property owners

west of the Lehigh Valley Trail embankment. The post-development drainage to the Red Creek tributary will have a 83% reduction in the pre-development runoff rate for the 100-yr storm event and a 64% reduction in the pre-development runoff volume.

Downstream flooding conditions will not be made worse as a result of the U of R re-zone development.

5. **Pre- vs. Post-Development Groundwater Recharge** – Will result in negligible changes to groundwater recharge conditions as a result of infiltration practices.

Portions of the project are considered “new development” because impervious surfaces are proposed on what is currently pervious land. This type of surface cover change could result in a decrease of localized groundwater recharge and increase in offsite runoff volume, particularly if the runoff from the impervious surface is collected and channeled to a large basin. In order to prevent this, the project has incorporated many green practices which encourage infiltration of runoff. The five step Green Infrastructure process outlined in the New York State Stormwater Management Design Manual (NYS SMDM) was followed.

Step #1: Avoid or minimize land disturbance by preserving natural areas.

-This was done through careful planning and documentation of critical environmental areas. Critical environmental areas on the site include wetlands, wetland buffers, old growth habitat, and significant trees.

Step #2: Determine Water Quality Treatment Volume (WQv).

-This was completed for each of the drainage areas with existing or proposed development (impervious surfaces): D.A. #1A, #2A, #2B, #2D, #2E, #3B. These results are provided in the Drainage Report.

Step #3: Reduce the WQv through RRv practices.

-This requirement has been met through the use of bioretention facilities. Detailed discussions of these practices and other alternatives along with the results of the bioretention design are provided in the Drainage Report.

Step #4: Apply Stormwater Management Practices to Address Remaining WQv.

-This requirement is met through the use of pretreatment forebays, vegetated swales and filtration devices approved for new development.

The results of the calculations are provided in the Drainage Study, Appendix A.

Step #5: Apply volume and peak rate control practices if still need to meet requirements.

-This requirement is generally not applicable. The drainage areas to the natural watercourses that receive discharge from the site have been reduced such to reduce the runoff volume and rate. This criteria does not apply to 5th order or larger water bodies such as the Erie Canal. Detention volume has been provided in the drainage with no outlet to ensure this area has enough storage volume available for additional runoff volume. Detention volume has also been provided in the drainage areas to the Erie Canal to attenuate post-development runoff rates to pre-developed conditions to meet the NYSDOT requirements and release runoff at a rate that downstream storm sewer system has capacity to handle. The results of the detention design are presented in the Drainage Study, Appendix A.

The NYS SMDM requires a percentage of the calculated water quality volume (WQv) for new development to be provided as Runoff Reduction Volume (RRv). The RRv a green practice provides is dependent on the contributing drainage area and impervious area. The project must meet the minimum RRv requirement which is dependent on the soil type. The WQv required to be provided through a standard practice is reduced by the RRv that is provided. The goal is to provide the maximum RRv possible or meet the WQv requirement completely through RRv reduction. Refer to the table below for a summary of the required RRv.

Summary of Runoff Reduction Volume (RRv)

Drainage Area	Area (Ac)	New Imp. Area (Ac)	WQv (Ac-ft)	Soil Type	Min. Reqr'd RRv (Ac-ft)	Prov'd RRv (Ac-ft)*
Subarea #2A	18.0	6.6	0.5	D	0.08	0.23
Subarea #2B	41.0	22.6	1.5		0.29	0.60
Subarea #2D	5.7	2.6	0.2		0.03	0.10
Subarea #2E	4.3	2.3	0.2		0.03	0.07
Subarea #3B	4.3	9.5	0.7		0.12	0.40

The green practices for the proposed development area are:

- bioretention facilities

Green Practices which were not taken credit for:

- Tree Planting & Preservation: RRv credit is given for certain existing trees on the site that are maintained and trees planted as a part of

the project. To achieve credit, the trees must be a certain caliber and native to the area. The U of R site is composed of wooded areas, with some of these areas containing significant old growth trees that would qualify for this credit. At this time it is also not possible to speculate the quantity of proposed trees that would qualify. Therefore, this report conservatively excludes any credit given for trees at this time. As specific projects are proposed they may evaluate the applicability of the credit and further exceed the RRv quantity stated in this report.

- **Disconnected Impervious Area:** This practice “disconnects” rooftop downspouts from the storm sewer system and directs them to a filter strip designed to promote infiltration. These practices are favorable because generally rooftop runoff is relatively free of pollutants and ideal to recharge back into the environment. The filter strip requires a longitudinal area at least equal to the drainage length of the rooftop constructed at a minimal slope. The practice should drain to an area capable of receiving runoff. This practice was not incorporated into the re-zone stormwater management plan because all rooftop runoff has already been directed to bioretention systems. The goal in developing the stormwater management plan was to concentrate the infiltration practices into regions so they could be reserved from development and easily monitored and maintained once constructed. This also leaves additional options for the final design to comply with the green development requirements.
- **Swales:** swales are vegetated swales that promote infiltration through a gradual longitudinal slope and wide bottom. They are constructed with engineered soils conducive to infiltration. This practice was not incorporated into the re-zone stormwater management plan because all the development runoff is already being directed to bioretention systems. Swales may be appropriate to use as an additional treatment measure along roads or parking areas in place of a closed conduit system. A goal in developing the stormwater management plan was to preserve all trees of value. Many of these trees are located in and around the development. Swales were avoided to limit disturbance around these trees and to their roots. This also leaves additional options for the final design to comply with the green practices requirements should the tree disturbance be determined not to be a detrimental impact in certain locations.
- **Alternative Practice/Runoff Reuse:** Capturing runoff volume and reusing it for non-potable uses is an excellent practice to reduce both runoff volume off-site and potable water usage. The U of R is open to exploring the possibility of employing this technology during

the final design stages. At this point in the conceptual design, it would only be speculation as to the amount of runoff volume which could be repurposed. Other measures such as green roofs, planters or pervious pavement may also be considered in final design, however, to ensure adequate land is available for stormwater management, these practices were conservatively excluded from consideration. This also leaves additional options for the final design to comply with the green practices requirements.

For each of the drainage areas, the provided RRv exceeds the minimum required RRv. This meets the NYS SMDM requirements and helps reduce runoff volume from the developed site. Refer to the table below for a comparison of required to proposed RRv.

Practice	Subarea #2A	Subarea #2B	Subarea #2D	Subarea #2E	Subarea #3	Total Runoff Reduction Volume (Ac-ft)
Bioretention	0.23	0.60	0.10	0.07	0.40	1.4

Minimum required RRv (Ac-ft) = 0.55

For each of the drainage areas, the provided RRv exceeds the minimum required RRv. This meets the NYS SMDM requirements and helps reduce runoff volume from the developed site.

6. Pre- vs. Post-Development Pollutant discharge – Will result in decrease in pollutant loading to the natural receiving watercourses.

Development involving increasing impervious area and conversion of wooded areas to lawn areas has the potential to increase pollutant discharge, particularly Total Suspended Solids (TSS) and Total Phosphorus (TP). The highest concentration of pollutants present in stormwater occurs during the lower intensity rainfall events, more specifically in approximately the first 1/2-inch of run-off. This runoff is calculated as the Water Quality Volume (WQv). Pollutant discharge is mitigated through practices which temporarily hold this volume to allow for infiltration or settling of pollutants. For new development, WQv should be provided so that 80% removal of the annual TSS and 40% TP is achieved. WQv should be provided in the form of Runoff Reduction Volume (RRv) and/or WQv provided as a standard practice. For redevelopment areas, 25% of the calculated WQv should be provided in a standard practice. The future development of the IPD is a combination of new development and redevelopment. For new development areas, a percentage of the required WQv has been provided as RRv. The remaining required water quality

volume for new development was added to the redevelopment water quality volume for an overall required WQv to be provided with a standard practice. This volume will be provided in the stormwater ponds which will be “undercut” with deep pools to retain 100% of the water quality volume. The water quality criteria will be achieved by providing these “deep pool” areas at the inlet and outlet to the stormwater pond. These measures along with meeting the standard design practices as included in the New York State Stormwater Management Design Manual will provide for adequate TSS and Phosphorus removal. Refer to the table below for a summary of the WQv calculations.

Water Quality Volume Summary

Drainage Area	Req'd. WQv from New Development (Ac-ft)	Req'd. WQv from Redevelopment (Ac-ft)	Req'd WQv for Bioretention Pretreatment (Ac-ft)	Total Required WQv (Ac-ft)	Provided WQv (Ac-ft)
Subarea #1	-	0.06	-	0.06	0.96
Subarea #2A	0.23	0.09	0.32	0.64	0.67
Subarea #2B	0.89	0.14	1.00	2.03	2.38
Subarea #2D	0.07	0.02	0.12	0.21	0.21
Subarea #2E	0.08	0.01	0.05	0.14	0.56
Subarea #3B	0.28	0.15	0.42	0.85	0.91

Using green and/or standard practices sized to the WQv requirements in the NYS SMDM is generally accepted as meeting the required TSS and TP removal. This can be verified with further analysis using the ‘Simple Method’ (Schueler, 1987) in the NYS SMDM. This method applied a pollutant loading to each cover delineation and a removal rate to each practice. Refer to the tables on the following pages for a summary of the pollutant loading using the Simple Method.

TSS Comparison of Pre- & Post Construction Pollutant Loading

Drainage Area	Existing Pollutant Loading (mg/l)	Pollutant Removal from WQv Practices (mg/l)	Proposed Pollutant Loading (Post-WQv Practice) (mg/l)	Decrease in Pollutant Loading Post-Development (Post WQv practice)
D.A. #1	2,389,176	108,665	1,715,449	28%
D.A. #2	11,226,382	13,250,243	14,181,703	-26%
D.A. #3	1,693,944	6,819,166	403,177	76%
D.A. #4	51,737	0	0	100%

TP Comparison of Pre- & Post Construction Pollutant Loading

Drainage Area	Existing Pollutant Loading (mg/l)	Pollutant Removal from WQv Practices (mg/l)	Proposed Pollutant Loading (Post-WQv Practice) (mg/l)	Decrease in Pollutant Loading Post-Development (Post WQv practice)
D.A. #1	8,496	457	6,137	28%
D.A. #2	40,426	40,481	55,506	-37%
D.A. #3	6,211	26,107	161	97%
D.A. #4	301	0	0	100%

Pollutant Loading Per Cover Delineation

Cover Delineation	-	Roof	Street	Lawn	Pkg	Wds/Mdw	Water
Pollutant Conc. (C) (mg/l)**	TSS	9.00	468.00	602.00	27.00	3	2
	TP	0.14	0.00	2.10	0.15	0.10	0.10

**From Appendix A of the NYS SMDM.

Annual Runoff for Pollutant Loading Contribution (in)

Drainage Area	% Impervious			Annual Runoff (in)		
	Exist. D.A.	Prop. D.A.	D.A. to Practice	Exist. D.A.	Prop. D.A.	D.A. to Practice
D.A. #1	15%	15%	61%	26	28	110
D.A. #2	21%	61%	71%	37	110	126
D.A. #3	21%	32%	55%	38	58	98
D.A. #4	4%	0%	0%	7	0	0

Pollutant Removal Practices and Net Efficiency Removal Rate

Drainage Area	Pollutant Removal Practices	Net Poll. Removal Efficiency Rate	
		TSS	TP
D.A. #1	Bioretention & Det. Pond	97%	80%
D.A. #2	Veg. Swale, Bioret. & Det. Pond	100%	88%
D.A. #3	Veg. Swale, Bioret. & Det. Pond	100%	100%
D.A. #4	Reduction of Drainage Area and removal of all impervious area in D.A.	-	-

The project will result in a higher pollutant loading rate as a result of the increase in development. After the post-constructions stormwater management best management practices (BMP's) are considered, though the project will result in a decrease pollutant loading rate to natural receiving systems.

Mitigation

Stormwater management and mitigation measures that will be used when buildings are built will meet and exceed the NYS DEC and Town of Brighton code requirements. With the proposed stormwater mitigation measures in place, stormwater volumes and runoff rates leaving the site and directed to natural receiving water bodies will be reduced to 20% less (minimum) from what they are today. A larger amount of runoff will be directed towards the Erie Canal. Water quality measures will be installed to remove runoff pollutants prior to discharge from all developed points on the site.

Stormwater detention facilities – ponds and underground storage and conveyance piping - will be installed upstream of each of the Rezone Property stormwater discharge points to attenuate post-development runoff rates and volumes to less than pre-development conditions. The ponds will include 'deep pools' at the inlet and outlet ends to provide settling areas for runoff pollutant removal.

Existing flooding conditions that have been experienced along the north side of the Crittenden Road properties will not be made worse as a result of the future development of the South Campus.

The green practices for the proposed development, to reduce runoff volumes and improve water quality, will include installation of bioretention facilities and installation of vegetated swales. These treatment facilities receive and treat stormwater runoff from paved areas. The swales and bioretention ponds slow or pool the flow and remove contaminants and sedimentation as water is filtered through grass strips, planted soil and other planted materials, then infiltrating into underlying organic soils and sand beds.

Wetlands will be protected and avoided, or enhanced as endorsed and approved by the regulatory agencies and the Town. Enhancements will include expanded habitat in and around the existing wetland areas which adjoin existing habitat areas. By constructing wetland mitigation areas adjacent to existing wetlands, a higher quality, contiguous habitat area will be achieved. The wetland mitigation areas will not consist entirely of open water, but will include a fringe area which will be planted with native plant materials which will naturalize and provide habitat as well as serve as a buffer protecting the wetland area. This area of vegetated shallows will have a depth of zero to 36 inches, will provide a good environment for aquatic plants and wildlife.

In addition to the proposed stormwater management facilities, other amenity features are proposed to reduce runoff to the Furlong Creek area where residents along Crittenden Road experience flooding. Proposed amenities to reduce flooding include:

- Revising storm sewer connections on the developed portion of the South Campus (in Whipple Park) to redirect drainage away from flooding area
- Re-grading a channel to pond stormwater north of that area, avoiding some of the runoff from entering the Furlong Creek channel
- Construct an outlet in the south wetland area to control ponding elevation (thus reducing the potential to overtop the berm and cause flooding)

Implementation of these amenity features will help to reduce some of the flow to low-lying areas, but will not eliminate the flooding conditions during wet periods due to the fact that the runoff from the U of R is only a small contributor to this volume in relation to the offsite drainage area.

Refer to the Drainage report in Appendix A for additional detail on Stormwater Management and mitigation plans.

C. Terrestrial and Aquatic Ecology

The following sections of the DGEIS remain unchanged, and are therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. C. Page 55.

- 1) Vegetation
- 2) Wildlife
- 3) Critical Environmental Areas

Below is a brief summary comparison of the potential impacts of the DGEIS Concept Plan as compared to the current Master Plan Concept plan. More detailed information on Woodlots and Wetlands follows.

DGEIS Concept Plan	S-DGEIS / Master Plan
<p>The Rezone Property is partially developed. Approximately 85 acres of the Rezone area are developed with impervious surface (buildings, pavement) or otherwise mowed or maintained areas. The lands contain federal wetlands, an extension of a state wetland, and some wooded areas, some of which are mapped as Woodlot EPODs.</p> <p>The wildlife species are common year-round or seasonal varieties that prefer shrub thickets and forest edges as habitat. The chorus frog habitat will remain undisturbed or be mitigated. Sufficient amount of habitat and greenspace will remain upon full buildout of the Rezone Property.</p> <p>The site contains 140 trees, of varying size, species, and health that meet the Town's criteria as being "significant trees" (defined as greater than 30-inches in diameter at breast height, dbh). Only 14 of the 140 trees were listed in Good condition; many are located in protected buffer areas. The University has committed to meet with the Conservation Board on-site to examine significant trees. The University proposed to limit future development to ensure retention of a minimum of 25 percent of the woodlot EPODs on the property, though it would be likely that far more than this would remain undisturbed.</p> <p>There are no Critical Environmental Areas on the Rezone Property</p>	<p>Potential growth areas as shown in the Master Plan are clustered around existing areas of development, including adding housing near the southern portion where housing already exists, and concentrating all other development to the north portion of the property near the highway and along Murlin Drive. The potential disturbed area shown on the Master plan is similar in size and location as compared with the concept plan in the DGEIS.</p> <p>As identified in the DGEIS: sufficient amount of habitat and greenspace will remain upon full buildout of the Rezone Property; wetland areas will be protected and additional buffer areas will remain; significant tree locations will be considered when future site plans are being prepared for review and approval by the Town. As indicated in the Master Plan, the change of use from institutional buildings to more residential use south of the Laser Lab and a shift of building area further to the east will result in lesser potential impacts to the woodlot areas.</p> <p>Based on the current Master Plan Concept Site Plan ("The Plan"), the University proposes to limit future development to ensure retention of wetlands and old growth habitat, to ensure retention of woodlot EPODs on the property as much as is practicable.</p>

4) Woodlot EPOD – areas of disturbance

The Woodlot Quality Assessment completed as part of the 2005 DGEIS identified woodlot areas which fell within the proposed development pods. An updated analysis of the existing on-site Woodlot EPOD areas has analyzed and identified all Woodlot EPOD areas which exist on the South Campus parcel. These Woodlot EPOD areas are depicted on Figure 7.

The development pod concept depicted in the DGEIS has been replaced by the current Master Plan. Potential development areas have been revised per the Master Plan design process, and to address comments received during the DGEIS public review process. The Rezone Property contains approximately 97 acres of Woodlot EPOD, as depicted in Figure 7. The action of rezoning the parcel will not jeopardize any of the woodlots, and future development will be sensitive to wooded areas and significant tree locations.

In October and December of 2013, the South Campus tree survey was updated, woodlots were reviewed in the future development area, and significant trees were identified. In addition, the old growth habitat areas have been identified as preservation areas, and the Master Plan has been revised to avoid future development in those zones. Please refer to Figure 7 for old growth habitat areas, and Figure 8 for locations and conditions of significant trees in the South Campus. The significant tree survey can be found in Appendix B. Also located in Appendix B is an update to the tree survey conducted in 2005. Urban Forestry, LLC conducted an update to the tree survey in December of 2013, revisiting the site and the updating the data collected in 2005 in order to bring it current.

As the South Campus site begins to be developed, the U of R will implement a replanting program that focuses on re-planting and replacement of trees with species that are native to the South Campus site. Tree placements will be carefully planned to complement the existing natural habitats, and to enhance the existing and proposed buffer areas. Proposed disturbance to areas of Woodlot EPOD will be subject to Town review on a case by case basis as the build out contemplated by the Master Plan is done over time.

5) Wetlands

The DGEIS identified wetland areas located on the Rezone Property, and these areas were recently revisited in order to update mapping through the performance of a new on-site wetland delineation. The S-DGEIS contains the data from the updated wetland delineation which was completed in the Fall of 2013. The new delineation boundary is being coordinated with the Army Corps of Engineers and the NYS DEC. The Master Plan layout was modified to acknowledge changes which occurred to the wetland boundaries, and the

associated 100' buffer around the NYSDEC regulated wetland. Refer to Appendix C for the updated wetland documentation and mapping.

As demonstrated in the past, the U of R will make every effort to avoid disturbances in and near wetlands, and follow guiding principles to maintain significant natural areas around the wetlands in excess of the required amount.

As each proposed project in the South Campus becomes a reality, the wetlands areas will be re-evaluated and re-mapped at that time to investigate any ongoing changes to the wetland boundaries.

Mitigation

There are approximately 97 acres of woodlots on the South Campus parcel; based on the Master Plan Concept Site Plan, approximately 57 percent will remain undisturbed. The areas of old growth habitat fall within the woodlot zone which will not be disturbed.

The wetland areas will be avoided or enhanced to maintain or provide improvements to wetland quality and habitat areas.

Maintaining these habitat areas will preserve large segments of the site's natural character. The 100 foot buffer placed adjacent to the neighboring residential properties will ensure a natural band or wooded areas along the perimeter of the site, with large areas of woodlot, old growth, and wetlands following the western edge of the site adjacent to the Lehigh Valley Trail. In addition, the parcel in the northwest corner of the South Campus property (West of Kendrick Road and North of East River Road) will not be developed.

Some portions of Woodlot EPOD which will be impacted during development will be restored through the implementation of a replanting program. Species selection will be comprised of a list of native tree species that can already be found on the South Campus site. The survey of existing trees noted that the site is comprised of a variety of maple species, oaks, ash, beech, and willow, among others. Areas slated for replanting will receive a mix of species in order to prevent a monoculture, and to mimic the diversity that naturally occurs on-site. To avoid the perception of unnatural straight rows, the trees will be planted in an irregular, offset manner. Spacing the trees irregularly will establish a stand that is seemingly natural in its placement, and will produce a more significant natural buffer, as visual penetration through the stand of trees will be reduced.

Saplings with trunks of one to two inches in diameter will be densely planted in the areas designated for woodlot restoration. Bare root plants may be utilized if they are planted in early spring, otherwise container grown or balled and burlapped stock will be employed. Planting will occur in either spring or fall to ensure the highest rate of success. Areas will be slightly overplanted, with tree

spacing of eight to 12 feet, keeping in mind that some trees will die out in favor of others.

In order to ensure successful plantings, a post planting maintenance program will be established to initially control competing vegetation until the trees begin to become established. Watering is the most crucial maintenance procedure to ensure plant establishment and survivability. When seasonal rainfall is inadequate to provide sufficient soil moisture for good tree establishment, the newly planted areas will be routinely provided water until the areas become self sufficient. A thorough watering every five to seven days is considered ample when rainfall is insufficient to maintain soil moisture content. The use of water-holding containers with small drain holes may be employed. Shredded hardwood mulch rings will be placed and maintained which will help keep the base of the tree free of competing vegetation, and help to retain moisture in the soil. Tall growing weeds that can hinder the establishment of saplings will be controlled in a large enough area around the plant to ensure competition from the weeds does not adversely affect survival of the tree.

D. Land Use and Zoning

This section of the DGEIS remains unchanged, except as noted below, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. D. Page 70.

The 'pods' are no longer referenced in the potential build area. Also, the total square footage of potential build-out has been reduced. Please refer to Section I. C. for the description and graphics of the Concept Plan changes and comparisons from the DGEIS to the S-DGEIS. Refer to Figure 4 for the current Master Plan development plan.

The following is a list of building square footages based on the revised Master Plan:

Residential: (4 floor buildings)

SC-1:	24,000 gsf
SC-2:	24,000 gsf
SC-3:	46,400 gsf
SC-4:	24,000 gsf
SC-5:	24,000 gsf
SC-9:	24,000 gsf
SC-7:	24,000 gsf
SC-8:	24,000 gsf
SC-9:	24,000 gsf
SC-10:	46,000 gsf
SC-11:	24,000 gsf
SC-12:	24,000 gsf
SC-13:	24,000 gsf
SC-14:	24,000 gsf
SC-15:	24,000 gsf
SC-16:	24,000 gsf
SC-18:	24,000 gsf
SC-19:	24,000 gsf

Subtotal: 476,400 gsf

Office/Research/Clinical: (1-5 floor buildings*)

SC-20:	125,000 gsf*	up to 90 ft. in height
SC-21:	100,000 gsf	
SC-22:	125,000 gsf	
SC-23:	100,000 gsf	
SC-24:	100,000 gsf	
SC-25:	100,000 gsf	
SC-26:	100,000 gsf	
SC-27:	100,000 gsf	
SC-28:	100,000 gsf	
SC-29:	20,000 gsf	
SC-30:	140,050 gsf	
SC-31:	105,000 gsf	
SC-32:	75,000 gsf	

Subtotal: 1,290,050 gsf

In addition to having made refinements to the Master Plan, the U of R has also moved forward with plans to develop what will be the first building constructed from the Master Plan. A new imaging building is proposed to be located in the eastern portion of the South Campus property along East River Road. The location of the proposed imaging building can be found on Figure 4, illustrated as building SC-30 on the Master Plan. The proposed imaging building is being

planned to ultimately be four stories in height with a total square footage of 121,000 gross square feet. However, initially it will be constructed as a three story building with a 34,000 square foot footprint and 29,000 square feet each on floors two and three. The facility will expand the University of Rochester Medical Center’s ability to provide convenient access for outpatient imaging and autism services for children.

Below is a brief summary comparison of the potential impacts of the DGEIS Concept Plan as compared to the current Master Plan Concept plan.

DGEIS Concept Plan	S-DGEIS / Master Plan
<p>The DGEIS identified 1,972,200 square feet of expansion of office/research and supporting uses on the Rezone Property. Expansion of residential uses was not proposed. Uses were consistent with the University’s current uses, as outlined in the DGEIS. To minimize potential impacts of University expansion in areas adjacent to existing residential neighborhoods, natural screening and proposed buffer areas and infill planting were proposed. Visual assessments and photo simulations were provided</p>	<p>Reduction of overall full build-out square footage to 1,766,450 square feet. As compared to the DGEIS concept plan, the Master Plan indicates an addition of 476,400 square feet of residential buildings, and a decrease in institutional use of over 682,000 square feet. Office/Research and Clinical uses are anticipated. The residential buildings are located near the existing residential land uses, and the institutional uses have been pushed northerly along the highway corridor. In addition, and as identified in the DGEIS, expanded buffer zones and infill plantings are proposed to minimize potential impacts to the surrounding residential neighborhoods. The residential buildings will be limited to 2-4 stories; the taller buildings have been moved northerly, away from the residential uses. Refer to Figures 2 and 3.</p>

IPD area and density calculations are outlined below:

- Total site area 180 acres
- Total area of wetlands/buffer on-site +/- 20 acres*
- Total site area less wetland area +/- 160 acres

- Existing developed area +/- 44 acres
- New developable area +/- 80 acres

- **Existing Building Area** 813,250 GSF
 - Laser Lab 297,571 GSF
 - Alumni & Advancement Center 133,191 GSF
 - Whipple Park 338,600 GSF
 - U of R Offices 43,888 GSF
- **Proposed building area** 1,766,450 GSF
 - (Institutional 1,290,050 GSF)
 - (Residential 476,400 GSF)

- **Total building area, existing + proposed** 2,535,812 GSF
 - (43,888 GSF being removed)

Existing Density (current conditions)

Existing Building area on total project area
 813,250 GSF/160 acres = 5,085 GSF/acre
 Floor area ratio (FAR) = 0.12

Density as proposed in the original DGEIS*

Total Building area (existing & proposed) on total project area
 2,643,478 GSF/160 acres = 16,520 GSF/acre
 Floor area ratio (FAR) = 0.38

Proposed Density of current plan

Total Building area (existing & proposed) on total project area
 2,535,812 GSF/160 acres = 15,850 GSF/acre
 Floor area ratio (FAR) = 0.36

*Note: Wetlands were not subtracted from the total site area in the DGEIS, as it was completed prior to the Town of Brighton adopting regulations requiring the subtraction of wetlands from density calculations. The wetlands have been subtracted from the total site area for this SDGEIS, therefore, the results yield a higher density than the DGEIS, despite a reduction in the proposed developable gross square footage.

Please refer to Appendix H for the current Master Plan concept site plan and the draft ordinance for the proposed IPD. These together constitute the "Current Plan".

Mitigation

As compared to the original DGEIS, the current plan reduces the overall proposed square footage of full build out, reduces the institutional use by 682,000 square feet and increases the residential component by 476,400 square feet. The concept site plan has been updated to shift the institutional buildings to the north, primarily along the along the roadway corridors and to cluster other buildings to better protect wetlands and woodlot habitats and to avoid 11 acres of old growth habitat areas. Buffer areas have been increased and infill plantings are proposed to enhance screening.

Over the passage of time, the University and Medical Center have continued to grow and expand services to the community. The current hospital expansion will require the consolidation and relocation of its outpatient imaging facilities. The South Campus is the proposed location for the relocation of those facilities via the Imaging Sciences Building, which would be the first proposed building in the Rezone Property. The University would implement the mitigation measures outlined in this document for the construction of the building, including wetland protection, stormwater management, replanting of trees, water line extension, buffering and landscaping.

E. Historical and Archeological Resources

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. E. Page 75.

Below is a brief summary comparison of the potential impacts of the DGEIS Concept Plan as compared to the current Master Plan Concept plan.

DGEIS Concept Plan	S-DGEIS / Master Plan
The DGEIS recommends that further assessment of impacts be completed at the time a particular project is proposed, since the proposed action relates to rezoning only, and a specific site plan is not proposed at this time	As outlined in the DGEIS, the same logic applies to the Master Plan; further assessment of potential impacts to be completed at the time a specific project is proposed. The Master Plan land use along with the proposed, enhanced buffers will likely avoid any impacts to potential historic structures on neighboring properties.

Mitigation

No impacts are anticipated, therefore, no mitigation is proposed.

F. Traffic / Transportation Network

The Traffic Impact Study (TIS) has been updated and is included as Appendix D of this document.

Future Development

A comprehensive analysis of the surrounding street network was performed to determine what impacts the proposed rezoning, and resulting potential future development would have on the street network. As there is no specific development associated with the rezoning action there will be no immediately noticeable impacts. However, the intensity of uses associated with an Institutional zoning designation is much greater than that of a residential zoning designation. If the property were used entirely for residential development, the number of trips generated would total 161 trips and 215 trips during the weekday morning and weekday evening peak hours, respectively. The Institutional development would generate greater volume increases, though numbers would vary depending on building uses. Accordingly, there would be an increase in impacts to the adjacent street network, over those likely to be experienced if the property were used for residential development purposes, which are illustrated below by using two example build-out scenarios.

The future development will be served by one (1) main drive, the re-aligned Murlin Drive at the newly constructed roundabout by NYS DOT), and one (1) additional existing driveway on East River Road. Murlin Drive is approximately half a mile long, into the Rezone Property, which provides access to Whipple Park Apartments. A second point of access is on East River Road at the existing driveway to the University's Laboratory for Laser Energetics (LLE). This existing driveway is proposed to access any development that would take place along E. River Road, east of LLE.

Future Build Conditions

Two build-out scenarios for the South Campus, from 130,000 sf to 1,766,450 sf, have been analyzed up to the year 2027 to show effects of the future development at different stages. The future analysis periods examined the roadway geometry with the currently planned NYSDOT improvements. There are several improvement projects programmed for the transportation network in the vicinity of the South Campus that will have a dramatic and positive impact on the current roadway network.

Recently constructed, the first phase is comprised of the new East River Road on-ramp to I-390 southbound. The second phase includes a new on-ramp to I-390 northbound from Kendrick Road and is currently under construction. These two

projects also include associated lane additions and other improvements that will further alleviate congestion in the area. The Kendrick Road ramp will be completed by the fall of 2014.

The next phase planned by NYS DOT is the proposed on-ramp to I-390 from W. Henrietta Road – a ¼ cloverleaf to serve northbound traffic heading to I-390 northbound which will further eliminate the left-turn movements that cause most of the congestion and back-ups. This project is currently out to bid and is scheduled for completion in 2015.

The last phases; E. Henrietta Road bridge over the Erie Canal, and the I-390 ramp improvements at E. Henrietta Road interchange are under design. Those projects are scheduled to be completed by 2019. These projects, along with future NYS DOT projects outlined in the Southern Corridor Mobility Study, will continue to be coordinated over time, as each project takes place. Please refer to Appendix C for the NYS DOT's I-390 Plan.

Trip Generation and Distribution

The proposed rezoning itself will not generate additional traffic volumes to the South Campus. However, when future development takes place in the South Campus, new trips would be generated. New traffic volume projections were estimated based on information published in the Institute of Transportation Engineers' (ITE) *Trip Generation, 9th Edition, Volume Two*. The land uses proposed for the South Campus include Office, Research, Education, Clinical, and Residential developments. Of the 903 total trips to be generated by the full-build (1,766,450 SF in 2027) during the weekday morning peak hour, 626 trips are anticipated to enter the site and 187 trips are anticipated to exit the site. During the weekday evening peak hour 989 total trips are projected; 334 trips are anticipated to enter the site and 655 trips are anticipated to exit the site. A 5-year and 20-year full-build out analysis is presented in the TIS. These build scenarios were developed to show the likely pattern of phased improvements over the course of the next 20 years. The trip generation calculations are presented in Appendix 'B' of the TIS located in Appendix 'D' of this document.

The anticipated traffic to be generated by future growth in the South Campus was distributed on the adjacent highway system through the use of the Genesee Transportation Council's (GTC) Imodel2 computer software program. The software data is taken from the GTC's year 2000 and 2025 travel demand models for the morning and evening peak hours. The surrounding population centers, existing traffic patterns, and logical routing were also taken into consideration and anticipated approximately 85 percent of the traffic generated to and from the South Campus would use the I-390 and I-590 expressway systems. Therefore, the vast majority of the anticipated traffic volumes related to future South Campus development will have negligible impact to the neighborhood streets. The trip distribution and traffic volume figures are presented in Appendix 'C' of the TIS located in Appendix 'D' of this document.

Summary of Traffic Impacts

The analysis concluded that the adjacent roadway network will accommodate the 20-year full build scenario once the first three phases of the ongoing NYS DOT improvements are in place. All three phases will be completed by 2019. The results also indicated that the study area has the capacity at this time to handle traffic generated by approximately 130,000 square feet of the development, without the need for a signal at the E. River Road site drive.

A majority of the traffic generated to and from the South Campus area is anticipated to use the expressway system. As a result the local roadways will have insignificant delays associated with the 130,000 square feet and the 1.7 million square feet of future development. Portions of the four studied I-390 interchange intersections currently operate under heavy traffic conditions and are anticipated to continue to operate under heavy volumes during the morning and/or evening peak hours.

Due to the different types of land use anticipated as part of the future south campus growth, projected traffic volumes will vary. For example, 250,000 square feet of research buildings will generate less traffic than 250,000 square feet of office buildings. Therefore, it is feasible that up to 1.2 million square feet of development primarily devoted to research could be built with minor mitigation measures. As each proposed project within the south campus becomes a reality over the next 20-25 years, the associated trip generation and potential impacts to affected transportation system areas will be assessed. Associated mitigation measures, as necessary, will be identified and compared to the mitigation measures outlined in the GEIS. The University has also committed to updating the University's regional Traffic Study every 5 years (via City of Rochester legislation) to monitor and assess the traffic impacts of future growth. In addition, the University will submit a trip generation assessment on each project application for review and submittal by the Town and the state and county DOTs. An assessment or analysis will be made to determine potential impacts to the area roadway network. The Town shall be reimbursed for all costs associated with the review of each submitted traffic study.

Transit, Pedestrian and Bicycle links

The South Campus is currently served by both the University's Shuttle system, which extends into Whipple Park via Murlin Drive, and by public transit on E. River Road. The need for more frequent shuttle trips is anticipated into both the residential and institutional areas as growth begins. The University will continue to work with RGRTA to extend bus stops to new growth areas along E. River Road.

The growth in the South Campus will generate the need to extend the existing pedestrian network from the public sidewalk system down Murlin Drive and into both the residential and institutional growth areas. Several private trails exist throughout the old growth habitat and wetland areas on the western portion of the South Campus. It is anticipated that the building sidewalk systems will be

linked with the private trail networks throughout the South Campus. Formalized trails are not being proposed through the woodlot areas in order to protect wetland areas, the areas of old growth habitat, and considerable areas of woodlot will be preserved to maintain natural habitat for the benefit and enjoyment of those living and working on the South Campus site.

The Town's Bicycle/Pedestrian Master Plan has also been reviewed. The Town Trail is located along the entire length of the western boundary of the South Campus, where there are links to the Lehigh Valley Trail and several existing, private trail connections. While the initial growth will likely occur along East River Road, opportunities for additional pedestrian and bicycle connectivity will continue to be explored as future growth evolves into the interior of the South Campus.

Refer to Appendix H, "The Plan", for figures showing existing and future transit, bicycle and pedestrian paths and links.

Mitigation

The NYS DOT and the University propose mitigation measures within the corridor to minimize the impacts of the additional traffic on the area roadway network. The NYS DOT completed the I-390/E. River Road ramp construction project in 2013. Several other NYS DOT projects are underway, at various stages of construction, planning or design. Since 85 percent of the traffic generated would use the expressway system, the locations of major improvements are limited to the expressway intersections and ramps, and East River Road, which serves as the University's main. The NYS DOT will be completing all those projects.

Listed below are additional mitigation measures recommended for the adjacent street network to accommodate the 5-year and 20-year plans. Existing and proposed lane configurations are provided in Appendix 'C' of the TIS.

5-Year Plan

The following improvements are recommended to accommodate the proposed development for the 5-year build condition:

Laser Lab driveway on East River Road:

- When the first building project is underway on East River Road, the University will widen the existing service road from one lane to two lanes to accommodate the queues for vehicles exiting the South Campus and turning onto East River Road.

Improved operational levels of service (LOS) will be provided by optimizing signal timings, phasing and/or coordination at the following intersections:

- Elmwood Avenue & Kendrick Road

- Elmwood Avenue & Eastman Dental Driveway
- Elmwood Avenue & East Drive
- Elmwood Avenue @ Mt. Hope Avenue,
- Crittenden Boulevard @ Kendrick Road,
- Crittenden Boulevard @ Mt. Hope Avenue,
- Westfall Road & Mt. Hope Avenue,
- Westfall Road @ East Henrietta Road,
- East River Road & West Henrietta Road

As each project is proposed, the University will evaluate the potential impacts at these intersections and coordinate the necessary signal timing changes with the NYS DOT, Monroe County DOT and the Town.

20-year Plan

In addition to the measures recommended above for the 5-year build, the following improvements are recommended to accommodate the future development for the 20-year build condition:

Laser Lab driveway on East River Road:

- The University will install a two-phase coordinated traffic signal; the estimated timeframe is 2018.

Elmwood Avenue & Kendrick Road:

- The University will construct an additional WB left-turn lane; the estimated timeframe is 2024.

East River Road & West Henrietta Road

- Install an exclusive WB right-turn lane and two, through lanes
- Install an exclusive SB right-turn lane

It is anticipated that cost of this work would be shared by the University and other contributing developers; the anticipated timeframe is 2028.

Westfall Road & Mt. Hope Avenue

- Modify the existing 2-lane WB approach to 1 left-turn lane and a shared left-turn/through/right-turn lane
- Split-phase the eastbound and westbound movements

It is anticipated that cost of this work would be shared by the University and other contributing developers; the anticipated timeframe is 2028.

Improved operational levels of service (LOS) will be provided by optimizing signal timings, phasing and/or coordination at the following intersections:

- Elmwood Avenue & Kendrick Road

- Elmwood Avenue & Eastman Dental Driveway
- Elmwood Avenue & East Drive
- Elmwood Avenue @ Mt. Hope Avenue
- Crittenden Boulevard @ Kendrick Road
- Crittenden Boulevard @ Mt. Hope Avenue
- Westfall Road & Mt. Hope Avenue
- Westfall Road @ East Henrietta Road
- East River Road & West Henrietta Road
- East Henrietta Road @ South Avenue
- East Henrietta Road & Iola Circle
- West Henrietta Road & Crittenden Road

As each project is proposed, the University will evaluate the potential impacts at these intersections and coordinate the necessary signal timing changes with the NYS DOT, Monroe County DOT and the Town.

Synchronize traffic signals along Kendrick Road at the following intersections:

- Kendrick Road @ Alpha Road (proposed street per University Master Plan)
- Kendrick Road @ Lattimore Road
- Kendrick Road @ Westmoreland Avenue
- Improved pedestrian clearance times where appropriate

The University will evaluate the timing of the needed synchronization of traffic signals as development evolves. Work will be coordinated with the NYS DOT, Monroe County DOT, the Town and the City.

The roadway mitigation measures identified above have been provided to serve as an indicator of the magnitude of the improvements required to meet the desired operational levels of the street/highway network. Improvements within the I-390 corridor will be completed well before the 20-year full-build timeframe, so only minor changes would be required to the adjacent street network. The additional lanes along E. River Road were added to relieve congestion and to provide additional capacity and queue lengths for the increased traffic. The University donated some land along E. River Road for right-of-way dedication to accommodate the necessary roadway widening.

G. Utilities / Energy

This section of the DGEIS remains unchanged, with the exception of the water usage, as described below, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. G. Page 79.

Below is a brief summary comparison of the potential impacts of the DGEIS Concept Plan as compared to the current Master Plan Concept plan.

DGEIS Concept Plan	S-DGEIS / Master Plan
<p>It was concluded that the existing water distribution and sanitary collection systems were adequate for the proposed expansion of the South Campus. Further, the rezone would result in a lower water demand on the system than the possible developments under the existing zoning and projected zoning for the Town of Brighton Comprehensive Plan. The full build out of the Rezone Property would require extensions of the private utilities (for additional power, gas usage and telecommunications systems).</p>	<p>The Master Plan decreases the amount of institutional land use and increases the amount of residential land use. As compared to the DGEIS, a minor increase to the water demand would likely result. Based on recently completed water system analysis for the proposed Imaging Building on E. River Road, a new 8-inch service loop is proposed to connect the existing Murlin Drive main to the existing water main loop surrounding the adjacent LLE building. The study concluded there is adequate flow, but that fire and domestic booster pumps may need to be added to new buildings, to provide adequate pressure at the building, as necessary. During final design of each future project, further analysis and water reports will be prepared and submitted to the Town. The University currently has no other plans for major expansion into the South Campus. The University is also actively working at reducing water demand throughout their facilities via water saving fixtures and other sustainable initiatives. Detailed water calculations and demands on the public systems will be required and evaluated as each future site plan is submitted to the Town.</p>

Mitigation

The South Campus is served by adequate public water and sanitary sewer systems, as well as electric, gas and telecommunications systems. The University will continue to work with the Town and the County to construct utility service extensions into the South Campus as future development is proposed. Water and sanitary sewer systems will be analyzed as each new building is proposed to ensure management of flows without impacting the surrounding area.

Based on recently completed water analysis for the proposed Imaging Building, a new on-site water line 'loop' extension will be constructed by the University. Pumps will be installed in the building to ensure adequate fire protection. The University is currently seeking approval of this work from Monroe County Water Authority (MCWA), which has agreed to provide service to the site.

With the completion of the new electric substation on Kendrick Road, there will be more than adequate electric supply for the community, including the full build-out of the South Campus.

H. Community & Neighborhood Character

Since completion of the DGEIS, the University has completed work on two major initiatives: development on a new strategic plan and a comprehensive master plan. The two plans have been developed in concert, resulting in a Master Plan that is complementary with the objectives of the strategic plan addressing the quality and growth of the University. The Campus Master Plan was adopted by the University in 2009.

Community resources

In response to comments received during the public comment period of the DGEIS, the Concept Plan for the South Campus portion of the Master Plan was re-drafted to increase the residential component and decrease the potential areas of the institutional building component, as outlined below.

- **Residential:** The original concept plan in the DGEIS did not include proposed residential square footage. The Master Plan added approximately 476,400 square feet of residential buildings, which will increase the housing area in the south Campus from 338,600 to 815,000 square feet.
- **Office/Research/Clinical care:** As compared to the concept plan in the DGEIS, the Master Plan proposes a reduction in the planned build out of these types of uses by approximately 682,000 square feet. These building locations are proposed along the Rte. 390/ E. River Road corridors, away

from the residential neighbors and streets. Anticipated building heights are 4-5 stories high maximum.

- **Buffers:** An expanded buffer surrounding all uses from existing residences. The non-residential buildings are concentrated along the highway and E. River Road, much further away from the adjacent residential neighborhoods, as compared to the concept plan included in the DGEIS as part of the original application.

Regarding potential visual impacts, the DGEIS identified measures to mitigate via building siting, buffering and additional plantings. The Master Plan concept plan provides further mitigation measures for buffering, building siting and density, as detailed above.

Please refer to Section VI. Paragraph I. below regarding proposed changes to potential Police activities in response to police service calls.

In the rezoning process, by way of the incentive zoning mechanism provided in the Town's Comprehensive Development Regulations, the University will work with the Town Board to fashion an appropriate amenity that will serve to reduce fiscal impacts to the Town's budget caused by the buildout of the South Campus and other consequent impact on Town services. At the same time, this amenity will serve as a mitigation to impacts to Town services. As an aside, it should be noted that, by removing the approximately 3.14 acre parcel dedicated to the RGE Substation from the IPD lands (refer to Section I.B above: "Changes and Additions to the DGEIS", p.1, first bullet point), the University has put back on the tax rolls a parcel that will add significantly to the Town tax revenues in amounts far beyond any impacts to the Town budget.

Impacts to other commercial facilities

The University is a tenant in a number of properties in Brighton including Clinton Crossing, Corporate Woods and Brighton Business Park. Leasing provides the University with the flexibility to adapt and respond to market demands and economics. It affords the University greater flexibility than just only relying on owned facilities. The use of Leases is strategic and growing. Currently the University leases approximately of 700,315 square feet of space in the Town of Brighton. The November 2005 DGEIS reported a total of 388,614 square feet of space, so the amount of U of R lease space in Brighton has nearly doubled since 2005. This figure is dynamic and constantly changing subject to University needs.

The University has no plan to simply vacate wholesale its leased facilities in the Town of Brighton and relocate them to the South Campus or anywhere else. Any adjustment to its leased facilities or, for that matter, any owned facilities, will always be made on a case by case basis The only planned

building at this time on the South Campus property in Brighton will principally house out-patient clinical programs in imaging science and pediatrics currently located at Strong. This will enable us to decompress the main campus of the Medical Center in the City of Rochester to allow for facility improvements for enhanced inpatient services.

The proposed action is sensitive to the intent of the Comprehensive Plan of the Town of Brighton, especially north of the north line of Whipple Park, which called for that acreage to be developed for Institutional use and substantively to the south with residential development.

Mitigation

The Master Plan reflects a conscious effort to lessen impacts to the adjacent neighborhood through a reduction in the intensity of the proposed development. The South Campus boundary which runs along the north side of the properties fronting Southland Drive has been used as a limit to the zone in which institutional uses will be developed. A 100 foot buffer has been placed along the campus edge adjacent to residential uses, consistent the current IPD regulations. Preservation of this natural buffer will help to screen future development from existing residences. Additionally, these buffers will be supplemented, where needed, by a replanting program (as discussed above) to increase the effectiveness of the buffer edge as a screening mechanism.

In response to comments received, the University has decreased the proposed square footage of institutional use by 682,000 square feet in favor of increasing the residential use by 476,400 square feet, thus lessening the intensity of the proposed development from that which was presented in the DGEIS. The southern half of the site will be developed with residential buildings, and no direct connection will be made to Crittenden Road. In addition to the 100 foot buffer, a 3-acre parcel of land at the southern end of the site adjacent to Crittenden Road will be left in its natural state both to serve as an added buffer, and in an effort to have a successive decrease in intensity from the East River Road area, moving south to Crittenden Road.

The Master Plan will integrate with the adjacent neighborhood by connection to the existing sidewalk system along the south side of East River Road, and the Lehigh Valley Trail. Following reconstruction of the Kendrick Road Bridge, the South Campus site will have improved accommodations for pedestrians and bicyclists to the vast off-road trail network found throughout the area.

As described above, the University will work with the Town Board to fashion an appropriate amenity that will serve to reduce fiscal impacts to the Town's budget and impact on Town services caused by the buildout of the South Campus. This amenity will serve as mitigation to impacts to Town services. By removing the approximately 3.14 acre parcel dedicated to the RGE Substation

from the proposed IPD lands, the University has put back on the tax rolls a parcel that has added to the Town tax revenues.

I. Police/ Fire/ Ambulance Service

In addition to the existing Security staff at U of R, the University has undertaken a program to add sworn Peace Officers at the campus. Trainees underwent training, and 24 began work in October 2013. An additional 21-26 officers will complete the training and will be sworn in and ready for work in 2014.

The anticipated make-up of the staffing is as follows:

	Sworn Officers				
	Peace Officers	Supervisors	Crime prevention specialist	Patrol Manager	Investigator
2013	16	5	1	1	1
2014	16-21	5			
Totals	32-37	10	1	1	1

Below is a brief summary comparison of the potential impacts of the DGEIS Concept Plan as compared to the current Master Plan Concept plan.

DGEIS Concept Plan	S-DGEIS / Master Plan
<p>The number of service calls placed by the South Campus property is relatively modest. The University will work with the Town and its service providers to determine what resources will be needed to adequately provide these services without detriment to the rest of the Brighton Community.</p>	<p>Though there is a potential for a higher number of calls with the Master Plan shift to more residential land use, the potential for increased calls will also be offset by overall reduction in square footage at full build-out. The introduction of University sworn Peace Officers will greatly reduce the potential impact to service calls on the Town Police force. The University will continue to work with the Town and its service providers to determine resources needs for the South Campus.</p> <p>Response levels will vary with building type and program and potential impacts reviewed at the time of individual project approvals.</p>

Mitigation

Police/Fire/Ambulance Service

The introduction of up to 50 University sworn Peace Officers will greatly reduce the potential impact to service calls on the Town Police force. Currently 24 Peace Officers are active, with up to an additional 26 scheduled to complete training and be sworn in during 2014.

The University will continue to work with the Town and its service providers to determine resource needs for the South Campus.

Response levels will vary with building type and program and potential impacts reviewed at the time of individual project approvals

J. Recreational Opportunities

This section of the DGEIS remains primarily unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. J. Page 92.

However, the Master Plan concept site plan has been updated to incorporate preservation of old growth habitats. Avoidance of future growth in those areas, and maintaining the woodlots and adjacent wetland areas provides further long term preservation of significant natural resources and habitats.

Mitigation

While formalized trails are not being proposed through the woodlot areas in order to protect wetland areas, the areas of old growth habitat, and considerable areas of woodlot will be preserved to maintain natural habitat for the benefit and enjoyment of those living and working on the South Campus site. As mentioned above, a connection to the Lehigh Valley Trail will be available at East River Road, which will allow direct access to the surrounding trail network. As buildings along Murlin Drive are constructed, a sidewalk and/or shared use trail will also be developed to ensure that the South Campus development fully accommodates pedestrians and bicyclists. Doing so will reduce the dependence on motor vehicles for students who may prefer to bike to the Medical Campus and River Campus via the Kendrick Road Bridge.

K. Growth Inducement Aspects

This section of the DGEIS remains unchanged, and is therefore incorporated by reference. Please refer to the November 2005 DGEIS Section VI. K. Page 92.

No spin-off development is anticipated from the facility improvements and further development of the South Campus. The adjacent areas in the vicinity of South Campus are already served by water and sanitary services, and upgrades to the

utility services needed to fully develop the Master Plan are minimal. Much of the area adjacent to the site is either already developed or designated parkland. Therefore, the Master Plan development is not expected to trigger additional growth in the area.

Mitigation

No spin-off development is anticipated from the facility improvements and further development of the South Campus. The adjacent areas in the vicinity of South Campus are already served by water and sanitary services, and upgrades to the utility services needed to fully develop the Master Plan are minimal. Much of the area adjacent to the site is either already developed or designated parkland. Therefore, the Master Plan development is not expected to trigger additional growth in the area.

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 7, 2014 from Town Planner Ramsey A. Boehner regarding a Local Law entitled "Comfort Care Homes" which would amend Chapter 201 and 203 of the Town Code and a text of the proposed Local Law, all be received and filed; and be it further

RESOLVED, that the Town Board hereby sets a public hearing on said proposed Local Law for March 12, 2014 at 7:30 pm or as soon thereafter as this matter may be heard to be held at the Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, County of Monroe and State of New York and further hereby directs the Town Clerk to publish and post notice of said public hearing as is required by law.

Dated: February 12, 2014

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
Interoffice Memo

To: Tim Keef
From: Staff
CC:
Date: February 7, 2014
Subject: Amendments 2013-1: Draft Amendments - Comfort Care Homes

The following amendments to the Town Code are proposed:

- p. 1 **2012-2.1** Chapter 201, General Provisions. Amend 201-5, Definitions, to add definition for Comfort Care Home

- p. 2 **2012-2.2** Chapter 203, District Use Regulations, Amend residential district regulations to allow Comfort Care Homes, with required standards, in all residential zoning districts.

2012-2.1 Chapter 201, General Provisions. Amend 201-5, Definitions, to add definition for Comfort Care Home.

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

201-5. Definitions.

COMFORT CARE HOME — A single family detached dwelling which is primarily used for the purpose of providing palliative and supportive care to, at any given time, not more than two individuals in the stages of terminal illness. Said care typically is provided on a twenty-four-hour basis by volunteers under the supervision of the ill persons' family members and physicians and home care agencies and typically includes, but is not limited to, companionship and assistance with routine activities of daily life.

2012-2.2 Chapter 203, District Use Regulations, Amend residential district regulations to allow Comfort Care Homes, with required standards, in all residential zoning districts. (Deletions are crossed out, additions are bolded and underlined)

Chapter 203, Article I, Residential Large Lot District (RLL)

§203-1.1. Permitted and conditional uses.

C. Conditional uses shall be permitted as follows, subject to approval by the Planning Board in accordance with Chapter 217, Article II, of these regulations, and subject to the requirements specified below and elsewhere in these regulations, including site plan approval in accordance with Chapter 217, Article III, of these regulations:

(4) Comfort Care Homes, subject to site plan approval and to the following special requirements in addition to all other applicable requirements set forth in these regulations:

(a) Minimum lot area shall be one-and-one-half acres.

(b) Minimum lot width shall be 200 feet.

(c) Pavement shall be set back a minimum of 30 feet from any lot line

(d) Parking shall not be permitted in a front yard. Parking areas shall be screened as required by the Planning Board.

(e) A minimum of 12 parking spaces shall be provided. Additional parking may be required at the discretion of the Planning Board.

(f) All proposed exterior lighting shall require approval by the Planning Board.

Chapter 203, Article II, Residential Low Density District (RLA)

§203-2.1. Permitted and conditional uses.

C. Conditional uses shall be permitted as follows, subject to site plan approval and to approval by the Planning Board in accordance with Chapter 217, Article II, of these regulations, and subject to the requirements specified below and elsewhere in these regulations, including site plan approval in accordance with Chapter 217, Article III, of these regulations:

(6) Comfort Care Homes, subject to the following special requirements in addition to all other applicable requirements set forth in these regulations:

- (a) Minimum lot area shall be one-and-one-half acres.**
- (b) Minimum lot width shall be 200 feet.**
- (c) Pavement shall be set back a minimum of 30 feet from any lot line**
- (d) Parking shall not be permitted in a front yard. Parking areas shall be screened as required by the Planning Board.**
- (e) A minimum of 12 parking spaces shall be provided. Additional parking may be required at the discretion of the Planning Board.**
- (f) All proposed exterior lighting shall require approval by the Planning Board.**

4



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

February 7, 2014

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, N.Y. 14618

RE: Advisory report regarding proposed code amendments to the Code of the Town of Brighton Chapters 201 and 203, Comfort Care Homes

Dear Board Members:

At the January 15, 2014 Planning Board meeting, the Planning Board reviewed the proposed code amendments regarding the proposed regulations to allow Comfort Care Homes in all residential zoning districts within the Town of Brighton. The Planning Board offers the following findings:

1. The proposed amendments are consistent with the intent of the Comprehensive Development Regulations.
2. The proposed amendments are consistent with the aims of the Comprehensive Plan.
3. The Planning Board supports the proposed code amendments, but recommends that the definition of Comfort Care Home be revised to insert the word *primary* in the first sentence as follows:

“A single family detached dwelling which is *primarily* used for the purpose of providing palliative and supportive care to, at any given time, not more than two individuals in the stages of terminal illness. Said care typically is provided on a twenty-four-hour basis by volunteers under the supervision of the ill persons’ family members and physicians and home care agencies and typically includes, but is not limited to, companionship and assistance with routine activities of daily life.”

Respectfully,

Ramsey A. Boehner
Executive Secretary
Planning Board



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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated January 28, 2014 from Director of Finance Suzanne Zaso regarding an amendment to the Town's mileage reimbursement policy so as to put into effect an automatic adjustment to match the IRS Standard mileage reimbursement rate, be received and filed; and be it further

RESOLVED, that the Town Board hereby amends the Town's mileage reimbursement policy so as to put into effect an automatic adjustment to match the IRS Standard mileage reimbursement rate.

Dated: February 12, 2014

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
Suzanne Zaso, Director of Finance
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(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: January 28, 2014
Subject: Amendment to Town's Mileage Reimbursement Policy

I recommend that Your Honorable Body amend the Town's Mileage Reimbursement Policy to reflect the business mileage reimbursement rate that is paid to Town employees for business use of a personal vehicle to match that of the current IRS Standard rate at the time of travel.

It has been the Town's practice to utilize the IRS Standard mileage reimbursement rate for the business use of an employee's personal vehicle, with the Town Board taking action every time the IRS had a rate change. This policy change will make any change in the IRS Standard rate automatic as it applies to the Town's policy.

I would be happy to respond to any questions that members of the Town Board may have regarding this matter. By copy of this memo to the Library Board of Trustees, they are advised of this Town policy change should they choose to make the same amendment for Library employees as well.

Enclosure: Mileage Reimbursement Policy

Copies to: Department Heads
Finance Staff
Library Board of Trustees

TOWN OF BRIGHTON MILEAGE REIMBURSEMENT POLICY

Policy Statement

It is the Policy of the Town of Brighton to reimburse employees for their business-related use of personal vehicles when such use is prior authorized by the department head, when no Town-owned vehicle is available for use or such use would be less cost effective, and when budgetary appropriations are provided for the anticipated expenditure.

General Information

The Town's Car Policy (adopted by the Town Board in 1992) indicates that employees authorized to drive Town vehicles are to use them whenever possible, where transportation is required for Town business. This Policy addresses employee reimbursements for use of personal vehicles where no Town vehicle is available, or where such use would be impractical, or less cost effective.

Upon Town Board approval of a valid claim, the Town will make mileage reimbursement payments at the rate equal to the IRS Standard rate at the time of travel. The cost of fuel, maintenance, insurance, etc. is included in the rate per mile and may not be claimed separately.

Personal vehicles used for Town business must be in proper working order, registered, inspected, and insured as required by State law. Employees driving on Town business must have a valid New York State driver's license.

Employees will not be reimbursed for commuting expenses, which is miles driven to and from home to the employee's workstation.

Employees will not be reimbursed for any traffic violation fines (e.g. parking tickets) incurred while on Town business whether incurred in a personal or Town-owned vehicle.

Guidelines/Procedures

If a prospective mileage claim relates to "after hour" work, including attendance at evening meetings; requiring a second commute to/from work, a mileage claim may only be submitted if the employee is not being compensated for their work. Compensation is meant to include either cash payments or compensatory time.

For Department Heads, after hour work and meetings are considered to be part of their normal job duties and mileage incurred in discharging their duties will not be reimbursable. Any special situations which would be considered an exception must have the prior approval of the Supervisor.

All claims for mileage reimbursement must be approved for payment by the appropriate Department Head who, in approving all claims, must be certain that budgeted appropriations are available to pay any such claim.

Reimbursable Distances

There are a number of possible situations which would determine the "reimbursable distance" as follows:

- If the work, meeting, etc. occurs during the workday, not at the beginning or end of the workday; the employee will be reimbursed actual miles driven from workstation to destination, and back to their workstation.
- If the work, meeting, etc. occurs at the beginning of the workday, after which the employee will go to their workstation; the employee will be reimbursed for the mileage from home to destination, plus mileage from destination to workstation, less their one-way commute.
- If the work, meeting, etc. occurs at the end of the workday, after which the employee will go home; the employee will be reimbursed for the mileage from workstation to destination, plus mileage from destination to home, less their one-way commute.
- If the work, meeting, etc. requires the employee to spend the entire workday at the destination, after which the employee will return home; the employee will be reimbursed for the mileage from home to destination and back, less their two-way commute.

Parking Expenses

Parking expenses incurred as the result of traveling to a destination will be reimbursed at actual cost if a receipt for the expense is provided. If no receipt is available (e.g. parking meter) a written expense statement from the employee will be accepted.

Mileage Reimbursement Claim Voucher

A special voucher form has been developed for use by all Town departments in the submission of employee mileage reimbursement claims and a copy has been attached to this Policy Statement.

Adopted by Town Board on 4/14/93

Revised by Town Board on 2/12/14

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated January 27, 2014 from Director of Finance Suzanne Zaso and Director of Personnel and Human Resources regarding a request to authorize the Supervisor to execute the Annual Business Associate Agreement with Brown & Brown of New York for 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the Annual Business Associate Agreement with Brown & Brown of New York for 2014.

Dated: February 12, 2014

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: Christopher Werner, Chair, Finance & Administrative Services Committee

FROM: Gary Brandt, Director of Personnel & HR 
Suzanne Zaso, Director of Finance 

DATE: January 27, 2014

RE: Authorization to Execute Annual Business Associate Agreement with
Brown & Brown of NY, Inc.

Our ongoing relationship with Brown & Brown of NY, Inc. requires that we sign an annual Business Associate Agreement with Brown & Brown to maintain compliance with the federal Health Insurance Portability & Accountability Act of 1996 (HIPPA) and now the Health Information Technology for Economic & Clinical Health Act (HITECH) amendment, as well as 45 CFR 160.103 (Protected Health Information). The Act requires that brokers and plan sponsors (the Town) enter into an agreement which stipulates various agency functions and certain responsibilities with regard to the management and confidentiality of medical records (see attached letter and agreement).

We request that you authorize the Supervisor to execute this agreement for 2014, and for all subsequent years while the Town has Brown & Brown of NY, Inc. as the designated broker of record for the health plans sponsored by the Town.





Town of Brighton
Gary Brandt
2300 Elmwood Ave
Rochester, NY 14618

September 11, 2013

Re: Business Associate Agreement

We are a business associate for one or more of your health plans (collectively, the "Plan"). Under HIPAA, we are required to enter into a privacy/security agreement with the Plan. Enclosed is a copy of a contract prepared by our legal counsel. The agreement is based on the sample business associate agreement provisions issued by the U.S. Department of Health and Human Services ("HHS") under HIPAA. The agreement includes changes to HIPAA required by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the new HIPAA regulations issued by HHS on January 25, 2013. In reviewing the agreement, please note the following:

1. Section 2.1 of the contract sets forth our duties and responsibilities under HIPAA as a result of HITECH. Business associates are subject to the HIPAA privacy and security rules in a manner similar to the Plan, as a covered entity.

2. HITECH requires individuals, HHS and in some cases, the news media, to be notified in the event that unsecured protected health information ("PHI") is breached. Section 2.6 addresses the breach notification requirements. While the Plan (not the business associate) has the responsibility to provide these notifications under HITECH, under Section 2.6 we agree to do the following to assist you:

a. Notify the Plan promptly in the event we become aware of a breach, within 10 calendar days of discovery.

b. Notify affected individuals and the news media if we committed the breach or it was committed by our officer, employee, subcontractor or agent or is within our unique knowledge. In these circumstances, we will provide an advance copy of the notice to you for review and approval before it is sent. However, we expect you to promptly complete your review and not unreasonably withhold approval.

c. Maintain a log of breaches of unsecured PHI with respect to the Plan which we become aware of during a calendar year and submit it to you annually so you can notify HHS. This will occur on a calendar year basis.

3. Section 6.7 contains mutual indemnification language. In other words, if you or the Plan or one of your agents violates the HIPAA privacy and security rules and it causes



us to incur liability you will indemnify us. Conversely, if we violate the HIPAA privacy or security rules and it causes you or the Plan to incur liability, we agree to provide indemnification.

The new HIPAA regulations are effective on March 26, 2013. However, covered entities and business associates generally have until September 23, 2013 to bring business associate agreements into compliance for the new requirements. There is a special transition rule which provides for an additional year (until September 23, 2014) for a compliant business associate agreement to be put in place. That transition rule applies where there was an existing business associate agreement between the parties on January 25, 2013 and that contract wasn't renewed or modified between March 26, 2013 and September 23, 2013. It is important for the parties to sign a new business associate agreement within these time requirements.

We understand that you may have your own version of a business associate agreement you would prefer that we sign rather than the enclosed version. Please understand that both versions should not be signed. Only the version signed last is controlling. For this reason, we request that our version of the agreement be signed. We make this request for the following reasons:

a. As stated above, this contract is based on the sample business associate agreement provisions issued by HHS. For this reason, we believe that it is fair to both parties.

b. The indemnification language reflected in the agreement is reciprocal and also recognizes the rights of each party.

Two copies of the contract are enclosed. If acceptable, please sign and date both copies. One copy is for your records. Please return the second signed copy to my attention. Thank you for your cooperation. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Michael A. Faillace". The signature is written in a cursive, flowing style.

Michael A. Faillace

Managing Director

Enclosures



Business Associate Agreement

This Business Associate Agreement (“Agreement”) is being entered into between Brown & Brown of New York (“Business Associate”) and all of the Health Plans of Plan Sponsor (“Covered Entity”) to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

“Business Associate” means the person or entity described in the first paragraph of this Agreement.

1.2 CFR

“CFR means the Code of Federal Regulations.

1.3 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

1.4 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.5 Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.



1.7 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.9 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 Plan Sponsor

“Plan Sponsor” means Town of Brighton.

1.11 Protected Health Information

“Protected Health Information” has the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.13 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.14 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.



2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was



committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity. Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.



2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.



Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.



4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on 9/11/13 and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.



Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Brown & Brown of New York, Inc
45 East Avenue
Rochester, NY 14604
Contact Person: Marc Russo

Covered Entity:

Health Plans of:
Town of Brighton
Gary Brandt
2300 Elmwood Ave
Rochester, NY 14618

Contact Person: Gary Brandt

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation



Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Brown & Brown of New York (Business Associate)

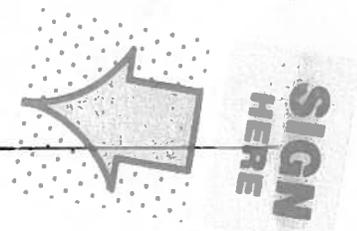
Dated: September 11, 2013

By *Michael A. Fallon*

Health Plans of Town of Brighton (Covered Entity)

Dated: _____

By _____



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 17, 2014 from Mary Louise Conrow, Esq regarding retention of the law firm of Coughlin & Gerhart, LLP to represent the Town in labor and collective bargaining issues, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the said letter retainer agreement as is referenced above.

Dated: February 12, 2014

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



BAINBRIDGE
BINGHAMTON
HANCOCK
ITHACA
MONTROSE
OWEGO

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(607) 723-9511
(877) COUGHLIN
Fax: (607) 723-1530
e-mail: MConrow@cglawoffices.com

January 17, 2014

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

**Re: Representation of the Town of Brighton
Labor Matters & Collective Bargaining Issues
Our File No.: 20627-0002**

Dear Mr. Moehle:

Thank you for the opportunity to continue our relationship with the Town of Brighton (hereinafter, the "Town").

Scope of Representation

Our representation of the Town is in connection with the above-referenced matters as assigned by the Town, unless we otherwise agree in writing. The services we will provide include handling Labor and Personnel matters consisting of initial conferences, review of documents, handling administrative processes and hearings, assisting with grievances, filing any appropriate Court papers, including motions and answers, appearing at any court proceedings, handling a trial, if necessary, handling any appeals, and providing other assistance as deemed appropriate. We will also handle any collective bargaining matters as assigned.

Firm Representation

While I will be primarily responsible for the Town's cases, other lawyers in the firm may, from time to time, be involved in handling cases as necessary. Should I be unavailable when the Town calls, please feel free to refer any questions to my paralegal, Ronitta McPherson. If she is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

William W. Moehle, Supervisor
Town of Brighton

3

January 17, 2014

Re: Representation of the Town of Brighton
Our File No.: 20627-0002

Efforts on Your Behalf

We will strive to complete the Town's work as expeditiously as possible and at a fair and reasonable cost to the Town. We do represent other clients, and there will be times when we will be giving the Town's work priority over others. But the converse is true, and we trust that the Town will understand if reasonable delays occur in completion of work.

Termination

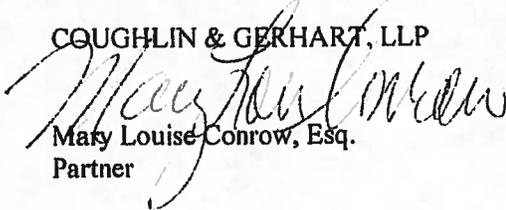
The Town shall, at all times, have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

If the Town has any questions about these terms, please let me know. Otherwise, if they are acceptable to the Town, I would appreciate the Town signing both duplicate copies of this Agreement, and returning one to me in the enclosed self-addressed, stamped envelope.

We appreciate the opportunity to be of assistance to the Town of Brighton and look forward to working with you in this matter.

Very truly yours,

COUGHLIN & GERHART, LLP


Mary Louise Conrow, Esq.
Partner

MLC:kmt

Enclosures

I AGREE TO THE TERMS OF REPRESENTATION
AND ENGAGEMENT AS OUTLINED ABOVE.

TOWN OF BRIGHTON

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Dated: _____

2014 FEE POLICIES OF COUGHLIN & GERHART, LLP

statements. In most instances, your bill will itemize the date the service was performed. Billing will be made in tenths-of-an-hour installments or greater. This policy reflects our experience that even telephone consultations of shorter than 10 minutes' duration require the attorney to disengage himself or herself from the tasks at hand, receive the information and/or resolve the problem posed by the telephone party, document the exchange for the file, and return to the task at hand.

Disbursements or Expenses

Separate from our charges for legal services are applicable expenses and disbursements of funds made by us on your behalf. Expenses including experts' and consultants' fees, service of process fees, filing fees, court costs, court reporter charges, certified copies of documents, photocopies, messenger charges, long-distance telephone charges, computerized legal research charges and charges of other attorneys retained to assist in the handling of your matter, together with other out-of-pocket expenses. These charges are billed to you at our cost, and whenever possible, in advance of incurring the expense. Copies of bills will be provided upon your request.

Contingent Fees

In cases where fees are contingent upon the successful accomplishment (by settlement or litigation) of your matter, a specific written contingent fee arrangement will be made with you. The agreement will set forth the precise method by which the fee is to be determined and how expenses will be handled.

Fee Estimates

It is our policy for the attorney to discuss the matter of fees and expenses at the first available opportunity so that clients will have a clear understanding of their entire financial obligation.

Monthly Billing Policy

Generally, you will be billed each month in which we have expended time or expense on your behalf. The amount is due and payable on receipt of the billing.

Questions About Billing

If you wish to ask about your bill or about the legal services which have been rendered, please call our office when you receive your statement. **IF NO COMMENT ABOUT THE BILL IS RECEIVED WITHIN 30 DAYS OF THE STATEMENT DATE, WE SHALL ASSUME THAT YOU HAVE REVIEWED THE BILL AND FIND IT ACCEPTABLE.**

Thank you for your cooperation and for the opportunity to provide legal services to you at this time. We appreciate your demonstration of confidence in us by engaging the services of Coughlin & Gerhart, LLP.

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 30, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the purchase of two new Bobcat skid steer loaders and to declare two existing Bobcat Loaders (A3NV21474 and A3NV21475) as surplus and traded in as part of the factory Bobcat Equipment Buy Back Program, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the purchase of two new Bobcat skid steer loaders and declares two existing Bobcat Loaders (A3NV21474 and A3NV21475) as surplus and directs that they be traded in as part of the factory Bobcat Equipment Buy Back Program all as outlined in the above correspondence.

Dated: February 12, 2014

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

January 30, 2014

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 \$74,006.08 (\$37,003.04 each) with a trade in allowance of \$62,856.00 (\$31,428.00 each), realizing a net expenditure to the Town of \$11,150.08 (\$5,575.04 each). 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 (#A3NV21474 and #A3NV21475) 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 February 4, 2014 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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 31, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the purchase of a new Caterpillar backhoe from Milton Caterpillar and to declare an existing Caterpillar backhoe (HWY #89, S/N CA T04020FJJWJ01091) as surplus and traded in for a credit on the purchase of the new backhoe, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the purchase of a new Caterpillar backhoe from Milton Caterpillar and declares an existing Caterpillar backhoe (HWY #89, S/N CA T04020FJJWJ01091) as surplus and directs that it be traded in for a credit on the purchase of the new backhoe all as outlined in the above correspondence.

Dated: February 12, 2014

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

January 31, 2014

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

re: Caterpillar Backhoe Trade In and
Declaration of Surplus Equipment

Dear Chairman Werner and Committee Members:

Our most recent contract with Milton Cat allows for trading in our current Caterpillar backhoe for a new and unused current model year replacement. Based upon the attached price quote from Milton Cat, prepared in accordance with said contract, it will cost the Town \$6,318.00 for this new piece of equipment. Based upon our use of this equipment, its importance and versatile performance, as well as the relatively inexpensive cost for its replacement, it is requested that the current Caterpillar backhoe (HWY #89, S/N CAT04020FJJWJ01091) be declared surplus and traded in, and that a replacement unit be purchased for the above amount. Funds have been allocated in this year's budget for this purpose, D.HWY 5130 2.23.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 4, 2014 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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 4, 2014 from Director of Finance Suzanne Zaso and a spreadsheet attached thereto regarding a request to authorize year end transfers and amendments to the 2013 Town, Special District and Capital Budgets, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the year end transfers and amendments to the 2013 Town, Special District and Capital Budgets as set forth in the spreadsheet attached to the above referenced memorandum.

Dated: February 12, 2014

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
Suzanne Zaso, Director of Finance
2300 ELMWOOD AVENUE
ROCHESTER, NEW YORK 14618
(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: February 4, 2014
Subject: Year-End Transfers and Amendments to 2013 Town, Special District, and Capital Budgets

Each year, based on a review of year-to-date expenditures, we request Town Board authorization to record needed budget amendments and transfers to resolve any object-level negative balances in the Town and Special District Operating Budgets, and in the Capital Budget, to address:

- the proper classification of expenditures either actual or estimated
- any appropriation shortfalls resulting from actual operations (vs. budgeted)
- any unanticipated expenditures not provided for in the budget

Attached to this memo is a listing of the budget transfers and amendments we are recommending at this time, each marked accordingly.

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

Attachment

Copy to: Department Heads

			FROM	TO
			(DEBIT)	(CREDIT)
Transfers				
General Fund (A)				
Assessor				
Contingency	A.UNDST.1990 4.90	Contingency	\$30,000	
Assessor	A.ASSOR.1355 1.20	Part-Time Wages	\$1,000	
Rec Administration	A.REC.7020 1.10	Full-Time Wages	\$31,000	
Rec Administration	A.REC.7020 8.20	Employer FICA	\$4,435	
Assessor	A.ASSOR.1355 4.53	Attorney Fees		\$66,040
Assessor	A.ASSOR.1355 8.70	Unemployment		\$395
Public Works				
Fire Marshal	A.DPW.3410 8.40	Medical Premiums	\$305	
Fire Marshal	A.DPW.3410 4.41	Maint/Repair Services		\$20
Fire Marshal	A.DPW.3410 4.22	Telephone Charges		\$285
Buckland Park	A.DPW.7115 4.43	Landscaping Services	\$6,800	
Townwide Streetlights	A.DPW.5182 4.11	Maintenance Supplies	\$1,010	
Townwide Streetlights	A.DPW.5182 4.21	Electric Charges		\$7,810
Townwide Sidewalk Snow Removal	A.DPW.5415 1.10	Full-time Wages	\$350	
Townwide Sidewalk Snow Removal	A.DPW.5415 4.62	Diesel Fuel		\$350
Public Works(Parks) and Recreation				
Buckland Park	A.DPW.7115 4.43	Landscaping Services	\$140	
Buckland Park	A.DPW.7115 1.20	Part-Time Wages		\$140
Town Clerk				
Town Clerk	A.CLERK.1410 4.89	Misc. Expense	\$110	
Town Clerk	A.CLERK.1410 1.20	Part-Time Wages		\$110
Highway (General Fund)				
Landfill	A.HWY.8160 1.30	Overtime	\$1,410	
Traffic Signs/Markings	A.HWY.3310 1.30	Overtime		\$1,410
Landfill	A.HWY.8160 4.45	Equipment Rental	\$1,490	
Parks	A.HWY.7110 4.21	Gas & Electric Charges		\$1,490
Town Landfill	A.HWY.8160 4.45	Equipment Rental	\$215	
Town Landfill	A.HWY.8160 4.21	Gas & Electric Charges		\$215
Justice Court				
Justice Court	A.JSTCE.1110 4.44	Contract Personnel Services	\$1,050	
Justice Court	A.JSTCE.1110 1.20	Part-Time Wages		\$1,050
Personnel				
Supervisor	A.SUPVR.1220 4.49	Other Contracted Services	\$3,600	
Undistributed	A.UNDST.9000 4.39	Insurance Admin	\$2,350	
Personnel Office	A.PRSNL.1430 1.20	Part-Time Wages		\$2,825
Personnel Office	A.PRSNL.1430 4.53	Attorney Fees		\$2,910
Personnel Office	A.PRSNL.1430 8.20	Employer FICA		\$215
Recreation				
Senior Program	A.REC.6772 4.49	Other Contracted Services	\$1,355	
Senior Program	A.REC.6772 1.20	Part-Time Wages		\$1,235
Senior Program	A.REC.6772 8.20	Employer FICA		\$120
Rec Administration	A.REC.7020 1.10	Full-Time Wages	\$7,000	
Recreation Programs	A.REC.7310 1.20	Part-Time Wages	\$6,260	
Recreation Programs	A.REC.7310 4.51	Program Instructor Fees		\$13,260

			FROM (DEBIT)	TO (CREDIT)
Transfers				
Undistributed				
Finance Dept.	A.FINCE.1310 4.49	Other Contracted Services	\$12,720	
Credit Card Fees	A.UNDST.1375 4.89	Misc. Expenses		\$12,720
Highway Fund (D)				
Road Repair	D.HWY.5110 4.16	Road Materials	\$58,410	
Machinery	D.HWY.5130 1.10	Full Time Wages	\$25,475	
Snow & Ice Control	D.HWY.5142 1.10	Full Time Wages	\$23,220	
Road Repair	D.HWY.5110 1.10	Full Time Wages		\$107,105
Machinery	D.HWY.5130 1.30	Overtime Wages	\$3,335	
Highway Administration	D.HWY.5140 1.10	Full Time Wages		\$3,335
Sewer District (SS)				
Consolidated Sewer District	SS.SEWER.8120 4.13	A/V Supplies	\$235	
Consolidated Sewer District	SS.SEWER.8120 1.30	Part-Time Wages		\$235
Sewer Dist. 87A	SS.SEWER.8125 4.11	Maintenance Supplies	\$185	
Sewer Dist. 87A	SS.SEWER.8125 4.21	Gas & Electric		\$185

Year End 2013 Budget Transfers & Appropriations

			FROM (DEBIT)	TO (CREDIT)
Appropriations				
Supported by Increased Revenue Sources				
Ambulance Capital Project				
2013 Ambulance Purchase	H.AMBUL.AMB13 5065	Contribution from Amb. Dist.	\$46,990	
2013 Ambulance Purchase	H.AMBUL.AMB13 5731	BANs	\$45,000	
2013 Ambulance Purchase	H.AMBUL.AMB13 2.25	Emergency Vehicles		\$91,990

Appropriations				
Supported by amounts available in the respective Fund Balance Accounts				
Ambulance District (SA)				
Ambulance Dist.	SA.AMBUD.3600 9.10	Transfer to Capital Project Fund		\$9,490
Street Lighting Districts (SL)				
Bel-Air Lighting	SL.LGHTD.5201 4.21	Gas & Electric Charges		\$1,180
Council Rock Est. Lighting	SL.LGHTD.5203 4.21	Gas & Electric Charges		\$1,325
Houston Barnard	SL.LGHTD.5205 4.21	Gas & Electric Charges		\$665
Ferndale Manor	SL.LGHTD.5206 4.21	Gas & Electric Charges		\$30
Meadowbrook Lighting	SL.LGHTD.5209 4.21	Gas & Electric Charges		\$725
Roselawn Lighting	SL.LGHTD.5210 4.21	Gas & Electric Charges		\$1,100
Stuckmar Lighting	SL.LGHTD.5211 4.21	Gas & Electric Charges		\$720
Sunnymede Lighting	SL.LGHTD.5212 4.21	Gas & Electric Charges		\$250
Victory Lane Lighting	SL.LGHTD.5214 4.21	Gas & Electric Charges		\$70
Elmwood Manor Lighting	SL.LGHTD.5216 4.21	Gas & Electric Charges		\$190
MCC Complex Lighting	SL.LGHTD.5217 4.21	Gas & Electric Charges		\$125
Dunn & Paul Lighting	SL.LGHTD.5218 4.21	Gas & Electric Charges		\$30
Metro Industrial Park Lt	SL.LGHTD.5219 4.21	Gas & Electric Charges		\$535
Meridian Centre Lighting	SL.LGHTD.5220 4.21	Gas & Electric Charges		\$40
Elmwood Terrace Lighting	SL.LGHTD.5221 4.21	Gas & Electric Charges		\$45
Deerfield Woods Lighting	SL.LGHTD.5223 4.21	Gas & Electric Charges		\$300
Penfield Road Lighting	SL.LGHTD.5224 4.21	Gas & Electric Charges		\$130
Refuse Districts (SR)				
Roselawn Refuse	SR.RFUSD.8163 4.42	Refuse Removal Services		\$5
Rockhill Refuse	SR.RFUSD.8168 4.42	Refuse Removal Services		\$5
Houston/Barnard Refuse	SR.RFUSD.8172 4.42	Refuse Removal Services		\$5
Rowlands Refuse	SR.RFUSD.8176 4.42	Refuse Removal Services		\$10
Evan Farm Refuse	SR.RFUSD.8183 4.42	Refuse Removal Services		\$70
Meadowbrook Refuse	SR.RFUSD.8190 4.42	Refuse Removal Services		\$10

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 12th day of February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 31, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute a renewal of the Town's contract with Jerry Peterson to provide consulting arborist services for calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a renewal of the Town's contract with Jerry Peterson to provide consulting arborist services for calendar year 2014.

Dated: February 12, 2014

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

January 31, 2014

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

re: Renewal of Arborist Consulting Contract
Jerry Peterson

Dear Chairman Werner and Committee Members:

As allowed for in our current agreement with Mr. Jerry Peterson, it is recommend that the above contract be renewed for one year in accordance with the terms and conditions of said agreement. The current contract, which provides for consulting arborist services throughout Town would then be renewed through December 31, 2014. Funds have been 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 February 4, 2014 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. Zaso
A. Banker
K. Hall

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 31, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute a renewal of the Town's contract with Caccamise Electric to provide maintenance of the Town's street light facilities for calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a renewal of the Town's contract with Caccamise Electric to provide maintenance of the Town's street light facilities for calendar year 2014.

Dated: February 12, 2014

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

January 31, 2014

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

re: Renewal of Street Lighting Maintenance Contract
Caccamise Electric

Dear Chairman Werner and Committee Members:

As allowed for in our current agreement with Caccamise Electric, it is recommend that the above contract be renewed for one year in accordance with the terms and conditions of said agreement. The current contract, which provides for maintenance of Town street lighting facilities would then be renewed through December 31, 2014. Funds have been 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 February 4, 2014 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
M. Beeman
S. Zaso
A. Banker
K. Hall

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 31, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute a renewal of the Town's contract with Woodgate Landscaping to provide mowing for various Town facilities for calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a renewal of the Town's contract with Woodgate Landscaping to provide mowing for various Town facilities for calendar year 2014.

Dated: February 12, 2014

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

January 31, 2014

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

re: Renewal of Mowing Contract
Woodgate Landscaping

Dear Chairman Werner and Committee Members:

As allowed for in our current agreement with Woodgate Landscaping, it is recommend that the above contract be renewed for one year in accordance with the terms and conditions of said agreement. The current contract, which provides for the mowing of various Town facilities would then be renewed through December 31, 2014. Funds have been 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 February 4, 2014 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
M. Beeman
S. Zaso
A. Banker
K. Hall

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated January 31, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute a renewal of the Town's contract with Waste Management of New York, Inc. to provide refuse, recycling and dumpster service for Town facilities for calendar year 2014, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a renewal of the Town's contract with Waste Management of New York, Inc. to provide refuse, recycling and dumpster service for Town facilities for calendar year 2014.

Dated: February 12, 2014

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

January 31, 2014

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

re: Authorize Amendatory Agreement
Waste Management of New York
Refuse, Recycling and Dumpster Services for Town Facilities

Dear Chairman Werner and Committee Members:

It is recommend that our 2013 contract with Waste Management of New York be renewed pursuant to the terms of said agreement, under which they will continue to provide refuse, recycling and dumpster services for Town Facilities through December 31, 2014. This expense has been accounted for in the 2014 budget.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 4, 2014 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: C. Roscoe
K. Hall
M. Beeman
T. Anderson
M. Hussar
S. Zaso
A. Banker

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated February 3, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an addendum to the Highway Department Permit regarding the installation of communication facilities by Greenlight Networks, LLC in the Meadowbrook neighborhood, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an addendum to the Highway Department Permit regarding the installation of communication facilities by Greenlight Networks, LLC in the Meadowbrook neighborhood.

Dated: February 12, 2014

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

February 3, 2014

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

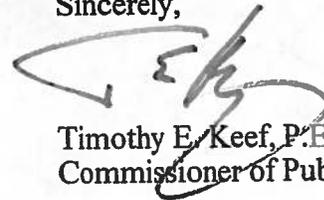
re: Proposed Highway Permit Addendum
Greenlight Networks, LLC

Dear Chairperson Werner and Committee Members:

As you may be aware, Greenlight Networks, LLC will be installing communication facilities within the Meadow Brook neighborhood and is required to procure a permit from the Highway Department to do so. Based upon the nature and scope of the proposed work, an addendum has been prepared that addresses aspects of the installation that is not normally covered by the Highway Permit itself. This document has been reviewed and approved by the Town Attorney. It is therefore recommended that the Supervisor be authorized to execute the attached addendum, which carries no cost implications to the Town.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled February 4, 2014 meeting in the event that you have any questions regarding this matter.

Sincerely,



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

TEK/wpd

attachments

cc: T. Anderson
M. Guyon
S. Zaso
M. Hussar
K. Gordon

ADDENDUM TO
PUBLIC RIGHT-OF-WAY PERMIT
TOWN OF BRIGHTON, NEW YORK
AND
GREENLIGHT NETWORKS, LLC

ADDENDUM TO PUBLIC RIGHT -OF -WAY PERMIT No. _____.

THIS ADDENDUM TO PUBLIC RIGHT-OF-WAY PERMIT No. _____, and to any future permits which shall be attached hereto and made a part hereof ("Addendum"), is made and entered into as of this day of _____ 2013, by and between GREENLIGHT NETWORKS, LLC, P.O. Box 25301, Rochester, New York 14625, and the TOWN OF BRIGHTON ("Town"), a municipal corporation which maintains its principal offices at 2000 Elmwood Ave., Rochester, New York.

WITNESSETH

WHEREAS, In June 2012, Greenlight Networks, LLC received approvals from the New York State Public Service Commission to extend a fiber-optic network directly to homes and businesses in New York State.

WHEREAS, Greenlight Networks, LLC, is engaged in the business of providing ultra high-speed broadband internet service to residential properties and small businesses pursuant to the Certificate of Public Convenience and Necessity issued by the New York State Public Service Commission, ("Commission") A copy of this certificate shall be provided by Greenlight Networks upon request from the Town.

WHEREAS, the Town is aware that the Commission has also granted Certificates of Public Convenience and Necessity to other firms which propose to provide new communications services throughout the State of New York on an intercity basis and some of those firms have expressed to the Town their interest in providing services within the Town.

WHEREAS, none of the firms holding Certificates of Public Convenience and Necessity issued by the Commission can lawfully begin regular operation within the Town without first obtaining a franchise or other appropriate agreement or ordinance from the Town pursuant to Section 64(7) of the Town Law of the State of New York.

WHEREAS, the Town is concerned that the construction of new communications facilities by multiple firms may have an adverse impact upon the community unless facilities are constructed pursuant to an overall plan that limits the use of the Public Rights-of-Way so as to minimize i) disruption of and damage to such rights of way; (ii) the risk of damage to utility plant already located in the rights-of-way; (iii) the risk of personal injury and/or property damage to third parties; and (iv) inconvenience to other users of the rights of way.

WHEREAS, such franchises or other appropriate agreements or ordinances may only be granted by ordinance adopted by the Town Board pursuant to Section 64(7) of the Town Law of the State of New York.

WHEREAS, the Town desires to develop a comprehensive plan for franchising, licensing or permitting these new providers of communications services that will minimize the risk of adverse public consequences from the construction undertaken by these new competitors.

WHEREAS, the Town will, upon completion of a comprehensive telecommunications plan for these new providers of communications services: (i) formally solicit applications and conduct public hearings on those applications; and (ii) complete Town Board adoption of ordinances granting nonexclusive arrangements to one or more parties.

WHEREAS, in the interim, Greenlight Networks, LLC desires that the Town continue to issue Public Right-of-Way permits to enable it to install a telecommunication system.

WHEREAS, the Town intends that such Public Right-of-Way permits as it may issue shall in no way prejudice or limit the Town Board's ability to adopt whatever permanent regulations and requirements, including fee requirements, it lawfully determines to impose upon providers of telecommunications services.

WHEREAS, given the foregoing, the parties are willing to proceed under the terms and conditions hereof.

NOW THEREFORE, in consideration of the premises and their mutual promises and undertakings herein, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used herein, the following shall have the following meanings.

"Facilities" means communication cables, conduits, converters, pull ropes, splice boxes, cabinets, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities owned by Greenlight Networks, LLC and to be installed in the Public Right-of-Way of the Town and used by it in the provision of communications services.

"Public Right-of-Way" means the surface, the air space above the surface and the area below the surface of the particular public streets, roads, sidewalks, alleys, and ways specifically identified in the foregoing Permit, including, without limitation, appurtenant public utility and public service easements as the same may now or hereafter exist, that are under the jurisdiction of the Town. This term shall not include any property owned by any person or agency other than the Town, except as provided by applicable law or pursuant to an agreement between the Town and any person permitting the Town to authorize third parties to use such property.

2. Fees. Greenlight Networks, LLC shall pay all standard processing, field marking, engineering and inspection fees, as duly established by the Town Board pursuant to Section 64(7) of the Town Law of the State of New York, associated with issuance of the foregoing Permit.

3. Grant of Public Right-of-Way Permits. The Town hereby grants, and Greenlight Networks, LLC hereby accepts, the Permit to which this Addendum is attached subject to the terms and conditions of this Addendum authorizing it to construct, install, maintain, locate, upgrade, repair, move, operate, protect, reconstruct, relocate, remove and replace the Facilities described in the Permit. The Permit authorizes Greenlight Networks, LLC or its agents to commence and continue work so long as it is done in compliance with the insurance, construction, maintenance, and other requirements described in the permit itself. The Town further agrees that it will continue to issue permits under the law and in accordance with the

law to Greenlight Networks, LLC, provided that Greenlight Networks, LLC agrees to attach this Addendum to each such permit, until such date as Greenlight Networks, LLC may be lawfully required by the Town to have entered into a franchise or other appropriate agreement or ordinance pursuant to the enactment of the Town's comprehensive telecommunications policy.

The foregoing Permit is granted subject to all terms of this Addendum, including the condition that, within one hundred eighty (180) days after the Town Board adopts the referenced comprehensive telecommunications plan and related requirements and regulations, Greenlight Networks, LLC shall either (i) bring its Facilities and operations into compliance with those requirements, relations and charges which the Town may lawfully adopt and apply to Greenlight Networks, LLC and all other franchised, licensed or permitted providers of communications services; or (ii) terminate all operations using Facilities authorized by the foregoing Permit if required by such requirements, regulations or other laws.

4. **No Adverse Impact Upon Other Authorized Users.** Except as permitted by applicable law or the foregoing Permit, Greenlight Networks, LLC shall not damage, or impair the use of any Public Right-of-Way or any other authorized facilities therein, including, without limitation, streets, sidewalks, sanitary sewers, storm drains, water mains, gas mains, poles, overhead or underground wires or conduits without the prior written approval of the Town and any other owner(s) of the affected property, which approval on the part of the Town shall not be unreasonably withheld, delayed or denied.

5. **Safe Condition.** Greenlight Networks, LLC shall construct and keep its Facilities in good and safe condition and free from any nuisance, to the reasonable satisfaction of the Town's Commissioner of Public Works. Without limiting the generality of the foregoing, Greenlight Networks, LLC shall comply with the construction, maintenance and other standards contained in the foregoing Permit, including the Permit Condition Sheet, the relevant provisions of the Town of Brighton Minimum Standards for Dedication, and any other lawful rules or Town ordinances generally applicable to work in the Public Right-of-Way.

6. **Repair of any Damage.** Greenlight Networks, LLC shall be responsible for any damage to Town streets, existing utilities, lawns, landscaping, curbs and sidewalks due to its installation, maintenance, repair or removal of its Facilities in Public Right-of-Way, and shall repair, replace and restore in kind any such damage to the satisfaction of the Town's Commissioner of Public Works and at its sole expense.

7. **A. No Cost to Town.** The construction, installation, operation, maintenance and removal of Greenlight Networks, LLC Facilities shall be accomplished without cost or expense to the Town and shall be subject to the reasonable approval of the Commissioner of the Town's Department of Public Works ("Commissioner") and in accord with such construction and other standards as the Town may from time to time apply generally to users of the Public Right-of-Way and shall be accomplished in such manner as not to endanger persons or property or unreasonably obstruct access to, travel upon or other use of the specified Public Right-of-Way.

B. Removal. Greenlight Networks, LLC shall remove or relocate, without cost or expense to the Town, but only if such removal or relocation is at the request of the Town, the Facilities it installs under the foregoing Permit if and when made necessary by (i) any change of grade, alignment or width of any street (ii) any changes to the Town's water

system, storm sewers or sanitary sewers; and/or (iii) construction, maintenance or operation of any other Town underground or above ground facilities. If such removal or relocation is at the request of or for the convenience of a third party, then such third party shall be obligated for any costs or expenses incurred by Greenlight Networks, LLC, which shall be prepaid at any time before construction commences. Said removal or relocation may shall be completed within one hundred eighty (180) calendar days following written notification by the Town, or such shorter period as the Commissioner may reasonably direct in the event of an emergency. In the event Greenlight Networks, LLC fails to remove or relocate its Facilities within such period, the Town may cause the same to be done at the sole expense of Greenlight Networks, LLC. The Town for its own and on behalf of any third party, will cooperate and issue, on an expedited basis, all Permits necessary to enable Greenlight Networks, LLC to relocate its Facilities without disruption to its services and the Town will cooperate with Greenlight Networks, LLC in securing alternate Public Right-of-Way in or on which Greenlight Networks, LLC facilities can be relocated, in lieu of removal of Greenlight Networks, LLC Facilities.

8. **Liability Insurance.** Greenlight Networks, LLC shall obtain, and maintain at all times during the term of the foregoing Permit, comprehensive general, automotive liability and owners and contractors liability insurance protecting Greenlight Networks, LLC in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence, including bodily injury and property damage, as a combined Single limit or equivalent, with deductibles that are standard to Greenlight Networks, LLC. Such insurance shall name the Town as an additional insured party. If an Owners and Contractors Protective liability policy is provided the Town of Brighton must be named insured. Claims made policies are not acceptable. When umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall not be canceled nor shall Greenlight Networks, LLC reduce coverage without giving the Town at least thirty (30) days' advance written notice of such cancellation or change, and it shall be the responsibility of Greenlight Networks, LLC to notify the Town of such change or cancellation. Notwithstanding anything herein to the contrary, Greenlight Networks, LLC may self-insure upon authorized written consent from the Town and conditions acceptable to the Town.

9. **Worker's Compensation Insurance.** Worker's Compensation and employer's liability insurance shall be obtained and maintained at all times during which work occurs under the foregoing Permit in amounts required by law but in any event in the amount of at least One Hundred Thousand Dollars (\$100,000).

10. **Insurance Companies.** Insurance companies from which coverage is obtained must be admitted in New York and rated at least A- in the current Best's Insurance Guide.

11. **Proof of Insurance, Disclosure of Deductibles and Self Insured Retention.** Before commencing work, a certificate of insurance showing proof of the required coverage shall be provided to the Town. Any deductibles or self-insured retention must be disclosed on the certificates of insurance.

12. **Permit Subordinate.** This Addendum and the Permit to which it is attached are subordinate to any prior and continuing vested right of the Town and other persons duly and legally authorized to use the specified Public Right-of-Way, for the purpose of constructing, installing, maintaining, locating, upgrading, repairing, operating, protecting, reconstructing, relocating, replacing and removing all other facilities in, under, over, across and along the Public Right-of-Way, including ingress and egress. Each Permit and Addendum are also

subordinate to all recorded easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the specified Public Right-of-Way. Greenlight Networks, LLC shall, at its own expense, obtain such permissions as may be required because of existing or future rights granted to or held by other parties, but only to the extent such future rights have been lawfully granted or deemed granted by the Town prior to the effective date of this Addendum and the Permit to which it is attached.

13. As-Built Maps and Records. Greenlight Networks, LLC shall maintain accurate maps and other appropriate records of its Facilities as they are actually constructed in the Public Right-of-Way. Greenlight Networks, LLC shall also provide accurate maps and records of all Facilities and all fiber existing in Greenlight Networks, LLC Facilities which are leased to other telecommunications providers. All maps, drawings and other records shall be submitted in accordance with Town of Brighton Minimum Standards for Dedication, and any other lawful rules or Town ordinances generally applicable to work in the Public Right-of-Way. Greenlight Networks, LLC shall have available, within ninety (90) days after completion of construction, such maps and plans as may be required to show in detail the exact nature and location of all Facilities installed within the Public Right-of-Way. Greenlight Networks, LLC shall supply as-builts to the Town's Department of Public Works within fourteen (14) days of receipt of written request. Greenlight Networks, LLC shall not be obligated to supply as-builts until the Town makes a written request for them.

14. Submission of Proposed Plan of Complete System to Town. Greenlight Networks, LLC shall, within thirty (30) days following a written request from the Town, provide the Town Engineer with a map showing the location and specific nature of all Facilities which Greenlight Networks, LLC plans to construct in any Public Right-of-Way within the Town at any time during the next year, showing Greenlight Networks, LLC Facilities, including fiber and including any co-leased Facilities and fiber and, provided, however, that Greenlight Networks, LLC may change any such plans in the future.

15. Abandonment of Facilities. If any portions of Greenlight Networks, LLC Facilities covered by the foregoing Permit are formally abandoned, it shall notify the Town in writing at least ninety (90) days in advance and Greenlight Networks, LLC shall either promptly vacate and remove the Facilities at its own expense or, at the Town's sole option, may abandon some or all of the Facilities in place.

16. Removal or Relocation of Facilities. Greenlight Networks, LLC shall, after the removal, abandonment or relocation of its Facilities, at either its own cost or the cost of third persons, repair and return the Public Right of Way on which the Facilities had been located to a safe and satisfactory condition in accordance with the generally applicable construction standards and specifications established by the Town. Should Greenlight Networks, LLC remove or relocate its Facilities in the Public Right-of-Way, it shall give the Town not less than ten (10) days' prior written notice of its intent to do so. Before proceeding with removal or relocation work, Greenlight Networks, LLC shall obtain such additional permits as may be required by the Town.

17. Construction of Greenlight Networks, LLC Extra Conduit Capacity. In the event that Greenlight Networks, LLC requires underground construction to place its Facilities, in order to minimize the number of street cuts that may be required to accommodate the Facilities of Greenlight Networks, LLC, Greenlight Networks, LLC shall construct conduit of sufficient capacity to meet its current and foreseeable future needs. In addition, in the Public Right-of-Way covered by the foregoing Permit and this Addendum, Greenlight Networks, LLC shall

install one (1) continuous 5-inch PVC (schedule 40) conduit labeled as "Fiber", with concrete encasement in street pavement areas, with seven (7) 1.25 inch continuous plastic inner ducts with pull rope, one of which shall contain one continuous twelve (12) strand single mode fiber, which shall become the property of the Town. Slack loops (minimum of 50 feet) shall be installed at all connection/drop points, including both manholes and handholes. Additional connection points shall be installed if so determined during the application review process. The Town may sell, lease or otherwise convey its interest in, or permit the use of such conduit on a nondiscriminatory basis in accordance with law. Greenlight Networks, LLC, shall provide the Town, its agents, lessees, permittees, transferees and assigns continuous access to the Town owned system through individual Town access points provided by Greenlight Networks, LLC, without charge. The Town, or anyone acting under it, shall provide reasonable notice to Greenlight Networks, LLC, of its intention to use such access points and shall conduct all of its operations in a manner that does not interfere with Greenlight Networks, LLC's Facilities. Upon completion of such Facilities, Greenlight Networks, LLC, shall have no further liability or responsibility with respect thereto, other than as set forth above. In order to preserve and maintain the integrity of the Facilities and the additional conduit capacity, Greenlight Networks, LLC, shall supervise all access to such conduit.

18. Indemnification. Greenlight Networks, LLC, jointly and severally, for itself, its permitted successors, agents, contractors and employees, agrees to indemnify, defend (with counsel reasonably acceptable to the Town) and hold harmless the Town, its officers, employees, agents, boards and commissions and any successors to the Town's interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind and all costs of any cleanup actions of any kind, all costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising out of the activities of Greenlight Networks, LLC, authorized by the foregoing Permit provided however, that this indemnification shall not extend to any Losses arising from any negligent acts or omissions by the Town, its officers, employees, agents, boards and commissions and any successors to the Town's interest.

19. Acknowledgment. Greenlight Networks, LLC, acknowledges that it is proceeding at its own financial risk in electing to install Facilities without knowing what lawful regulations, requirements and charges, if any, the Town may attempt to impose upon providers of telecommunications services authorized to provide communications services. The Town agrees to provide Greenlight Networks, LLC, sufficient notice of and opportunity to comment on any regulations, requirements and charges the Town may propose to impose upon telecommunications service providers prior to their submission to and adoption by the Town Board.

20. Waiver. Greenlight Networks, LLC, hereby specifically waives:

A. Any claim that it has obtained any grandfathered or other special status by making any investment or implementing any service pursuant to the foregoing Permit and this Addendum without knowing the requirements, regulations or charges which may be imposed pursuant to Section 19 above;

B. Any claim that it has taken any action pursuant to the foregoing Permit and this Addendum in reliance upon any assumed regulatory or franchise, license or permit fee environment; or

C. Any claim that the final paragraph of Section 3 hereof (or any parallel regulation or requirement of any franchise) violates any due process rights of Greenlight Networks, LLC or constitutes an uncompensated "taking" of its property interests created by the foregoing Permit and this Addendum in violation of law.

21. **Waiver of Certain Possible Claims by Town.** The Town agrees that it will not assert any claim that Greenlight Networks, LLC, by entering into this Addendum, has waived any right, except those enumerated in Section 20 above, it might otherwise have to challenge the lawfulness of any franchise, license or permit regulation, requirement or fee, or its application to Greenlight Networks, LLC.

22. **Reservation of Rights to Parties.** Except as specifically set forth herein to the contrary, the Town and Greenlight Networks, LLC each reserve all rights under law, including any right either may have to impose and challenge, respectively, any and all franchise, license or permit regulations, requirements and charges which the Town may promulgate in the course of developing its referenced comprehensive plan for franchising, licensing or permitting new providers of communications services.

23. **Non-Discrimination.** Greenlight Networks, LLC shall not be required to comply with any of the terms and conditions of this Addendum unless and to the extent that substantially the same terms and provisions are imposed upon and enforced, beginning on the date that this Addendum is executed by the Town and Greenlight Networks, LLC, against all providers of telecommunications services in the Town. It is the intent of both parties hereto that Greenlight Networks, LLC be treated in a fair, equal and nondiscriminatory basis vis a vis all providers of telecommunications services in the Town. In the event another provider of telecommunications services accesses the Town's Public Right-of-Way pursuant to terms and conditions which, if applied to Greenlight Networks, LLC would be more favorable than those included herein, Greenlight Networks, LLC shall have the option, in its sole discretion, to incorporate any/or all such terms and conditions in substitution for or in addition to any item or condition included herein or in any future agreement upon written notice to the Town. Upon Greenlight Networks, LLC's written request, the Town shall notify Greenlight Networks, LLC of any agreement with any other providers of telecommunications services by providing Greenlight Networks, LLC with copies thereof.

24. **Subsurface Installation Marking.** Greenlight Networks, LLC is a member of the Underground Facilities Protective Organization, 1-800-982-7692, notification center for subsurface installations. Greenlight Networks, LLC shall PROMPTLY field mark, at its safe expense, the locations of its underground facilities in accordance with the recommendations of the "One Call" organization and the requirements of all applicable laws.

25. **Emergency Notifications.** Greenlight Networks, LLC's Network Operations Control Center, located at Penfield New York, shall be available to the Town staff 24 hours a day, 7 days a week, regarding problems or complaints resulting from the facilities installed pursuant to the foregoing Permit and this Addendum and may be contacted by telephone at (585) 351-6600 extension 2.

26. **Notices Hereunder.** All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested or by private delivery service and shall be addressed as follows or to such different addresses as the parties may from time to time designate:

if to the Town, to: Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14619
Attention: Highway Superintendent

if to Greenlight Networks, LLC, to: Mr. Mark Murphy
Greenlight Networks, LLC
P.O. Box 25301
Rochester, New York 14625

with a copy to: Mr. Gordon Forth, Esq.
Woods Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, New York 14614

Notices shall be deemed effective upon receipt.

27. **Assignment Prohibited.** The foregoing Permit and this Addendum shall not be assignable by Greenlight Networks, LLC, except to a parent, affiliate, or subsidiary or any entity which purchases all or substantially all of the assets of Greenlight Networks, LLC or any entity into which Greenlight Networks, LLC may be merged or consolidated, without the prior written approval of the Town, which approval shall not be unreasonably withheld, conditioned, delayed or denied. No assignment shall be permitted hereunder unless the assignee executes and delivers to the Town a written assumption agreement, in form and substance acceptable to the Town, in which the assignee assumes all of the duties and obligations of Greenlight Networks, LLC under this Addendum and the foregoing Permit.

28. **Surrender of Permit.** Greenlight Networks, LLC may surrender the foregoing Permit at any time upon thirty (30) days prior written notice to the Town. Such surrender by Greenlight Networks, LLC shall not relieve it of any obligation to the Town regarding any existing breach or unfulfilled provision of the foregoing Permit or this Addendum. Within ninety (90) days after such surrender, Greenlight Networks, LLC shall, at its election unless directed not to do so by the Town, remove its Facilities (fiber) from the Public Right-of-Way and repair and restore such Public Right-of-Way, except to the extent that the Town moratorium exists during said ninety (90) days, then such ninety (90) day period shall be extended for the same period of the moratorium.

29. **Construction, Jurisdiction.** The foregoing Permit and this Addendum shall be construed and enforced in accordance with federal law and the laws of New York without regard to the conflict of laws provisions thereof. This Addendum shall not be construed for or against any party.

Each party hereby submits itself and its permitted assigns to the jurisdiction, including personal jurisdiction, of the Courts of New York in Monroe County.

30. **Entire Agreement.** The foregoing Permit and this Addendum contain the entire understanding between the parties with respect to the subject matter hereof. There are no representations, oral or written, relating to the subject matter of the foregoing Permit and this

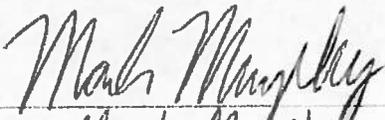
Addendum which are not fully expressed herein. This Addendum may not be amended except pursuant to a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized agents as of the date first above written.

TOWN OF BRICHTON

By: _____
Name: William W. Moehle
Supervisor

GREENLIGHT NETWORKS, LLC.

By:  _____
Name: Mark Murphy
Title: President

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 4, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the appropriation of \$4,625.00 to the 2014 Police budget for community building training, be received and filed; and be it further

RESOLVED, that the Town Board hereby appropriates \$4,625.00 to the 2014 Police budget for community building training.

Dated: February 12, 2014

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: February 4, 2014
Subject: Budget Appropriation Police Department Training

I am recommending that your Honorable Town Board authorize the 2014 budget appropriation from General Fund balance of \$4,625 into the Police Department training budget to allow for community building training of all Town Police Officers. Funding was available in the 2013 budget for this training but a contract was unable to be reached until 2014 to provide such training. Therefore, funding fell to the General Fund balance at year-end 2013.

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.

Cc: Chief Mark Henderson

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 4, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the transfer of \$20,000.00 from the General Fund balance to the Assessment Update Capital Reserve effective December 31, 2013, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the transfer of \$20,000.00 from the General Fund balance to the Assessment Update Capital Reserve effective December 31, 2013.

Dated: February 12, 2014

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: February 4, 2014
Subject: Contribution to Assessment Update Capital Reserve

I am recommending that Your Honorable Town Board authorize a \$20,000 contribution to the Assessment Update Capital Reserve from unassigned General Fund balance as of 12/31/13. This contribution will bring the balance in the Assessment Update Capital Reserve to \$81,410. This reserve is to be used for Town-wide assessment updates of real property.

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.

Cc: E. Ainsworth

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 4, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the closing of certain Capital Projects effective December 31, 2013 as detailed in said memorandum, be received and filed; and be it further

RESOLVED, that the Town Board hereby authorizes the closing of the Capital Projects as set forth in said memorandum effective December 31, 2013 and hereby directs the Director of Finance to make all related accounting entries necessary to accomplish said closings.

Dated: February 12, 2014

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: February 4, 2014
Subject: Close-Out of Capital Projects and Transfer Funds

I recommend that your Honorable Body approve the closing of the following completed or never utilized Capital Projects on 12/31/13 and to allow the Finance Director to make all related accounting entries for same:

- Storm Sewer Improvements Project to the Debt Service Fund in the amount of \$47,618.43 (project completed)
- Highland Avenue Reconstruction Project to the Highway Fund in the amount of \$50,984.11 (project completed)
- Library/Town Hall Building Connection Project to the Quality of Life Reserve in the General Fund in the amount of \$24,977.48 (no project action)

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.

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 February, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that a memorandum dated February 4, 2014 from Director of Finance Suzanne Zaso regarding a request to authorize the appropriation of \$112,525.00 from the Workers' Compensation Reserve Fund (A 814) to the 2013 Police Department budget for workers' compensation expenditures (A.POLICE. 3120 8.30), be received and filed; and be it further

RESOLVED, that the Town Board hereby appropriates \$112,525.00 from the Workers' Compensation Reserve Fund (A 814) to the 2013 Police Department budget for workers' compensation expenditures (A.POLICE. 3120 8.30).

Dated: February 12, 2014

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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MEMORANDUM

To: The Honorable Town Board
Attn.: Finance and Administrative Services Committee
From: Suzanne Zaso, Director of Finance *sz*
Date: February 4, 2014
Subject: Appropriation of Workers' Comp Reserve Fund

I am recommending that your Honorable Town Board authorize the 2013 appropriation of \$112,525 from the Workers' Compensation Reserve Fund (A 814) to the 2013 Police Department budget for workers' comp expenditures (A.POLCE.3120 8.30). This appropriation is requested to allow the accrual of projected expenditures for prior Town self-funded workers' compensation claims.

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.