

MINUTES OF TOWN BOARD MEETING
 OF THE TOWN OF BRIGHTON, COUNTY OF
 MONROE, NEW YORK, HELD AT THE
 BRIGHTON TOWN HALL, 2300 ELMWOOD
 AVENUE, ROCHESTER, NEW YORK
 January 14, 2015

PRESENT:

Supervisor William Moehle	Daniel Aman, Town Clerk
Councilmember James Vogel	Kenneth Gordon, Attorney for the Town
Councilmember Louise Novros	Tim Keef, Commissioner of Public Works
Councilmember Jason DiPonzio	Mark Henderson, Chief of Police
Councilmember Christopher Werner	Suzanne Zaso, Director of Finance

MEETING CALLED TO ORDER AT 7:03 PM:

PRESENTATION/S /RECOGNITIONS:

Proclamation Presentation to visiting Rotary District Governors:
 Governor Elect Parag Sheth with Poonam Sheth- India
 Governor Elect Gunawan Hidajat with Inkawati Tjokrodjojo – Indonesia
 Governor Elect Michael Woods with Maxine Woods– Australia
 Governor Elect Anne Egan with Jeffrey Egan – Australia

Drug Enforcement Administration (DEA) Recognitions – Police Chief Henderson

OPEN FORUM:

Marge Alaimo
 Susan Smith
 Anna Sears
 Judy Schwartz
 Cornelius Haring

APPROVAL OF AGENDA WITH ADDITIONAL MATERIALS SUBMITTED AT THE MEETING:

Motion by Councilmember Louise Novros seconded by Councilmember Christopher Werner to approve the agenda with additional materials submitted at the meeting

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

APPROVE AND FILE TOWN BOARD MEETING MINUTES FOR:

December 22, 2014 Town Board Meeting

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to approve the aforementioned minutes

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

PUBLIC HEARINGS:

MATTER RE: Proposed Local Law #1 of 2015 "Animal Care Local Law" (see Resolution #1, Negative Declaration dated January 14, 2015 from Ramsey Boehner, Environmental Review Liaison Officer and proposed Local Law).

(Complete transcript available upon request)

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. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

BIDS:

MATTER RE: Approval to solicit for proposals as necessary for particular materials and services, for the Highway and Sewer Departments during 2015 (see Resolution #2 and letter dated January 6, 2015 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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to solicit for proposals as needed for particular materials and services, for the Department of Public Works Facilities and Parks Departments during 2015 (see Resolution #3 and letter dated January 6, 2015 from Timothy Keef, P.E. Commissioner of Public Works).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS:

FROM Monroe County Executive Maggie Brooks dated December 9, 2014 regarding Summary Statement of the 2015 Monroe County Budget.

FROM Ramsey Boehner – Secretary, Historic Preservation Commission dated December 19, 2014 regarding designation of 2533 Clover Street as a town landmark.

FROM Steven Hess, CFO Finger Lakes Clinical Research dated December 16, 2014 thanking Supervisor Moehle and Police Chief Henderson for accepting him into the forthcoming Citizens Police Academy program.

FROM NY State Department of Transportation dated December 10, 2014 concerning milling and paving night work in areas along Routes 441, 250 and 31.

FROM Anna Sears, co-founder of R-CAUSE dated January 14, 2015 urging the Town Board to adopt the resolution in opposition to the plan to store LPG in the salt mines along Seneca Lake.

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

COMMITTEE REPORTS:

Parks and Recreation & Community Services – Next meeting January 26, 2015 at 4:30 PM at Brookside

Finance and Administrative Services – Next meeting January 20, 2015 at 3:30 PM in Stage Conference Room

Public Safety Services – Next meeting February 10, 2015 at 8:00 AM in Downstairs Meeting Room

Public Works Services – Next meeting February 3, 2015 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: Approval to amend personnel policy relating to compensation for Police Captains (see Resolution #4 and letter dated January 6, 2015 from Police Chief Mark Henderson).

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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Value Payment Systems Co. to provide third party payment processing services for online dog licensing (see Resolution #5 and memorandum dated December 9, 2014 from Town Clerk Dan Aman).

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 adopt maintenance resolution, pertaining to the table of maintenance jurisdiction listing, associated with the Monroe Avenue Green Innovation Grant Program project (see Resolution #6 and letter dated December 9, 2014 from Michael Guyon, P.E. Town Engineer)

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. 7 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with the Monroe County Department of Transportation to provide MCDOT with various all season road work for 2015 (see Resolution #7 and letter dated December 15, 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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept donation of \$250 from Dr. & Mrs. Sobel and record as revenue within the 2015 Police Department operating budget for future use (see Resolution #8 and letter dated December 23, 2014 from Police Chief Mark Henderson).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize bid award to responsive and responsible bidder, Five Star Improvements, Inc. to provide renovation services to the Carmen Clark Lodge kitchen (see Resolution #9 and letter dated December 23, 2014).

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. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appoint William W. Moehle as the official delegate of Town for the annual business session of the Association of Towns of the State of New York to be held in New York City on February 18, 2015 (see Resolution #10).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment of James R. Wentworth to the Planning Board effective immediately through December 31, 2019 to fulfill an unexpired 7-year term of a resigning member (see Resolution #11).

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. 12 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment of Daniel Cordova to the Planning Board effective immediately through December 15, 2015 to fulfill an unexpired 7-year term of a resigning member (see Resolution #11a).

Motion by Councilmember Christopher Werner 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. 13 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment of Andrea Tompkins Wright to the Zoning Board of Appeals effective immediately through December 31, 2018 to fulfill an unexpired 5-year term of a resigning member (see Resolution #12).

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. 14 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Appointment of Jeanne Dale to the Zoning Board of Appeals effective immediately through December 31, 2015 to fulfill an unexpired 5-year term of a resigning member (see Resolution #12a).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute new agreement with Mary Louise Conrow, Esq to provide legal services for particular town police matters (see Resolution #13).

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 16 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept \$2,000 donation from the Jack G. Lubelle Foundation to be used for Brighton Seniors programs (see Resolution #14 and letter dated December 12, 2014 from Richard S. Levin, Secretary, JGL Foundation Inc.).

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. 17 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept \$800 in funding received from Lifespan of Greater Rochester with approval to amend 2015 police department operating budget to include same (see Resolution #15 and letter dated January 5, 2015 from Police Chief Mark Henderson).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval of 2015 budget transfers to support 2% cost of living salary increases for non-represented and Teamster member employees (see Resolution #16 and letter dated January 5, 2015 from Suzanne Zaso, Director of Finance).

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. 19 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Northeast Association Management to provide tail claims administration for pre-2010 workers' compensation claims (see Resolution #17 and memorandum dated January 6, 2015 from Suzanne Zaso, Director of Finance).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 20 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to accept \$500 donation from Mr. Harvey Nusbaum to be used for the July 4, 2015 celebration (see Resolution #18 and letter dated January 5, 2015 from Matt Beeman, Superintendent of Parks).

Motion by Councilmember Jason DiPonzio seconded by Councilmember James Vogel that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 21 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Mr. Jerry Peterson to provide arborist consulting services for 2015 (see Resolution #19 and letter dated January 5, 2015 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. 22 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Approval to award bid to Arbor Tree Experts Inc., with authorization for Supervisor to execute agreement with same, to provide bucket truck and operator rental for 2015 (see Resolution #20 and letter dated January 6, 2015 from Timothy Keef, 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. 23 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Waste Management of NY to provide refuse, recycling and dumpster services for 2015 with consent for future renewals to be approved administratively by Supervisor, with review as to content by the Attorney to the Town (see Resolution #21 and letter dated January 5, 2015 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. 24 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Authorize Supervisor to execute agreement with Caccamise Electric to provide street, fighting maintenance services for 2015 with consent for future renewals to be approved administratively by Supervisor, with review as to content by the Attorney to the Town (see Resolution #22 and letter dated January 5, 2015 from Timothy Keef, P.E. Commissioner of Public Works).

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 25 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Receive and file advisory report from the Town Planning Board dated January 6, 2015 along with the revised draft IPD Regulations dated January 7, 2015 and Set January

28, 2015 for Public Hearing on the Incentive Zoning and Rezoning application for the University of Rochester's proposed South Campus Institutional Planned Development project (see Resolution #23 and letter dated January 7, 2015 from Ramsey Boehner, Town Planner).

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner that the Town Board adopt the resolution as prepared by the Attorney for the Town as set forth in Exhibit No. 26 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTERS OF THE SUPERVISOR:

MATTER RE: Approval to designate Sandra Frankel as a marriage officer within the Town for term commencing immediately through December 31, 2015 (see Resolution #24).

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. 27 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MATTER RE: Underground gas storage of liquefied propane in salt caverns at western shore of Seneca Lake (see Resolution #25)

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. 28 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MOTION TO GO INTO EXECUTIVE SESSION AT 9:13 PM:

Motion by Councilmember James Vogel seconded by Councilmember Christopher Werner to go into executive session to discuss matters relating to Clover Blossom litigation

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to come out of executive session at 9:31 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

MEETING ADJOURNED AT 9:32 PM:

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to adjourn at 9:32 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 14th day of January 2015 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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

WHEREAS, the Town Board duly scheduled a Public Hearing to be held on the 14th day of January 2015 at 7:30 p.m., to consider the adoption of proposed Local Law #1 of 2015 "Animal Care Local Law" amending Sections 207-4 and 207-12 regarding animals hereinafter known as proposed "Local Law #1 of 2015"; and

WHEREAS, the Town Board, as lead agency under the State Environmental Quality Review Act ("SEQRA") has given due deliberation to the proposed Code amendment and has determined that the proposed action will not have a significant effect on the environment and has through its Environmental Liaison Officer prepared a Negative Declaration under SEQRA with respect to said temporary amendment, and

WHEREAS, such public hearing was duly called and held on January 14, 2015 at 7:30 pm and all persons having an interest in the matter having had an opportunity to be heard;

NOW, THEREFORE, on motion of Councilperson _____,
seconded by Councilperson _____,

BE IT RESOLVED, that all written comments provided to the Town at the Public Hearing held on January 14, 2015 regarding the proposed Amendment together with the January 14, 2015 proposed Negative Declaration be received and filed; and

BE IT RESOLVED, that the Town Board, as lead agency under the State Environmental Quality Review Act ("SEQRA") has given due deliberation to the proposed Local Law and has determined that the proposed action will not have a significant effect on the environment and hereby adopts the above referenced Negative Declaration under SEQRA with respect to said temporary amendment, and further

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF BRIGHTON, that pursuant to the provisions of Article 3 of the Municipal Home Rule Law of the State of New York, and based on the record of the Public Hearing the Town Board hereby adopts the proposed Local Law #1 of 2015 Animal Care and amends the Town Code as more specifically set forth in the text thereof attached hereto and incorporated herein; and it is further

RESOLVED, that the Clerk of the Town of Brighton shall within twenty days after the adoption of the Amendment specified herein file one certified copy thereof in the Office of the Town Clerk and file one certified copy in the Office of the Secretary of State of the State of New York.

Dated: January 14, 2015

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

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number: ER-17-14

Date: 1-14-2015

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

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

Name of Action: Code Amendment – Animals

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: Amendment to Chapter 207, Sections 207-4 and 207-12 of the Town Code to better specify which animals are allowed to be kept within the Town of Brighton.

Location: Entire Town

Reasons Supporting This Determination:

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

1. The requirements of the State Environmental Quality Review Law have been complied with.
2. There will be no significant adverse environmental impacts from the proposed amendments. The type and number of animals (chickens) are limited by the proposed amendments on smaller lots, which will control impacts.
3. There will be no resources of value irreversibly lost.

For Further Information:

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

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

Telephone: (585) 784-5250

Town of Brighton
Interoffice Memo

To: Public Works Committee
From: Building & Planning Staff
CC:
Date: August 1, 2014
Subject: Code Amendment Regarding Animals - Chapter 207, Supplementary Regulations

The following pages contain draft language for amending two sections of the Comprehensive Development Regulations: §207-4 and §207-12, both dealing with the regulation of animals.

The amendments are intended to:

1. Better specify what animals are allowed to be kept on the majority of lots in the town.
2. Allow for the keeping of other animals on either individual lots or contiguous lots under one ownership, provided that the lot or group of lots are five acres in size or larger and. Note also that the reference to "farm" has been omitted
3. Amend the titles of each of the two sections to better describe their contents. i.e., §207-4 addresses all animals, so the word "farm" in the title is misleading; §207-12 addresses only dogs, so "Animals" as a title is misleading.

The proposed amended language reads as follows:

Note that added language is **bolded and underlined**, language to be deleted is ~~lined-out~~.

§ 207-4. Harboring or possessing ~~farm~~ animals.

- A. ~~Purpose and intent. This section is intended to regulate the maintenance, keeping, harboring or possession of farm animals within the Town of Brighton. Any horses, ponies, mules, donkeys or cattle shall be permitted in the Town of Brighton only on farms, as are defined herein.~~

The following animals shall be allowed only on a parcel or contiguous parcels of land in common ownership, which in the aggregate contain(s) five or more acres, is residentially zoned, and is occupied by one and only one single family detached dwelling.

- (1) **All members of the ovine (sheep), bovine (cows & cattle), camelidae (llamas, camels) caprine (goats), equine (horses and ponies), and swine (pigs and hogs) families, and any animals with hooves, either single or split;**
- (2) **Emus, rheas, and ostriches; and**

LOCAL LAW #1 OF 2015

AMENDMENTS TO TOWN CODE REGARDING ANIMALS

Section 1. Title

This Local Law shall be known as Local Law #1 of 2015 of the Town of Brighton.

Section 2. Purpose and Intent

The amendments are intended to:

1. Better and more thoroughly specify what animals are allowed to be kept on the majority of lots in the town.
2. Allow for the keeping of certain animals only on either individual lots or contiguous lots under one ownership, provided that the lot or group of lots are five acres in size or larger and, limit and restrict the number of chickens and prohibit the harboring of roosters on single family residential lots under a certain size.
3. Amend the titles of each of the two sections to better describe their contents. i.e., §207-4 addresses all animals, so the word "farm" in the title has been removed; §207-12 addresses only dogs, so the title "Animals" has been changed.

Section 3. Amendments to the Town Code

Sections 207-4 and 207-12 of the Town Code are amended to read as follows:

Note that added language is **bolded and underlined**, language to be deleted is ~~lined-out~~.

§ 207-4. Harboring or possessing ~~farm~~ animals.

- A. ~~Purpose and intent. This section is intended to regulate the maintenance, keeping, harboring or possession of farm animals within the Town of Brighton. Any horses, ponies, mules, donkeys or cattle shall be permitted in the Town of Brighton only on farms, as are defined herein.~~

The following animals shall be allowed only on a parcel or contiguous parcels of land in common ownership, which in the aggregate contain(s) five or more acres, is residentially zoned, and is occupied by one and only one single family detached dwelling.

- (1) All members of the ovine (sheep), bovine (cows & cattle), camelidae (llamas, camels) caprine (goats), equine (horses and ponies), and swine (pigs and hogs) families, and any animals with hooves, either single or split;**
- (2) Emus, rheas, and ostriches; and**
- (3) Roosters and all other poultry.**

- B. **A maximum of six chicken hens are allowed on any size lot occupied by a single family detached dwelling and not meeting the requirements above, provided that any building/coop for sheltering the hens shall be located in the rear yard, shall be located a minimum of ten feet from any lot line, shall not exceed 35 square feet in total floor area, and shall not exceed seven feet in height from grade at its highest point. Any such building/coop shall also comply with the building coverage requirements of**

Section 207-6, Accessory Buildings. Roosters are not permitted by this Subsection B.

B. C. General rules and regulations.

- (1) All animals of every description and all animal quarters shall be kept in a clean and sanitary condition and shall be adequately ventilated.
- (2) No person or persons shall maintain, harbor, keep or possess any animal of any description in such a manner as to create offensive odors or unsanitary conditions, which odors or conditions are a menace to the health, comfort or safety of the general public or of the surrounding neighborhood.
- (3) No person shall keep, harbor, maintain or possess any animal of any ~~description in such a manner as to cause a disturbance of the peace or~~ to in any way interfere with the quiet use and possession by any person or persons of his or her property.
- (4) Animals shall be kept as pets and for personal use only.

§ D. Compliance required. All persons owning, keeping, harboring or maintaining any animal in a manner not permitted by the terms of this section shall have 30 days from the effective date of this section to effect full compliance herewith.

§ 207-12. Animals Dogs.

Not more than three dogs shall be permitted per dwelling unit. However, the offspring of any resident female dog shall not be counted, provided that said offspring are less than four months of age.

Section 4. Severability

If any clause, sentence, phrase, paragraph or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Local Law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph or part thereof, ~~directly involved in the controversy or~~ action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provision been excluded.

Section 5. Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.

(3) Roosters and all other poultry.

B. A maximum of six chicken hens are allowed on any size lot occupied by a single family detached dwelling and not meeting the requirements above, provided that any building/coop for sheltering the hens shall be located in the rear yard, shall be located a minimum of ten feet from any lot line, shall not exceed 35 square feet in total floor area, and shall not exceed seven feet in height from grade at its highest point. Any such building/coop shall also comply with the building coverage requirements of Section 207-6, Accessory Buildings. Roosters are not permitted by this Subsection B.

B. C. General rules and regulations.

- (1) All animals of every description and all animal quarters shall be kept in a clean and sanitary condition and shall be adequately ventilated.**
- (2) No person or persons shall maintain, harbor, keep or possess any animal of any description in such a manner as to create offensive odors or unsanitary conditions, which odors or conditions are a menace to the health, comfort or safety of the general public or of the surrounding neighborhood.**
- (3) No person shall keep, harbor, maintain or possess any animal of any description in such a manner as to cause a disturbance of the peace or to in any way interfere with the quiet use and possession by any person or persons of his or her property.**

(4) Animals shall be kept as pets and for personal use only.

€ D. Compliance required. All persons owning, keeping, harboring or maintaining any animal in a manner not permitted by the terms of this section shall have 30 days from the effective date of this section to effect full compliance herewith.

§ 207-12. Animals Dogs.

Not more than three dogs shall be permitted per dwelling unit. However, the offspring of any resident female dog shall not be counted, provided that said offspring are less than four months of age.

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 22nd day of December, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated December 10, 2014 from Town Planner and Executive Secretary for the Planning Board Ramsey A. Boehner regarding the Planning Board's Advisory Report relative to the proposed amendments to Sections 207-4 and 207-12 of the Town Code and to request that a public hearing be set for the said amendments and a draft of said proposed amendments, be received and filed; and it is further

RESOLVED, that the Town Board hereby sets a public hearing for January 14, 2015 at 7:30 p.m. at Brighton Town Hall, 2300 Elmwood Avenue, in the Town of Brighton to consider the proposed amendments to Sections 207-4 and 207-12 of the Town Code regarding Animals and hereby directs the Town Clerk to publish and post such notice as is required by law.

Dated: December 22, 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

December 10, 2014

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

Re: Proposed Code Amendments to the Code of the Town of Brighton Sections 207-4 and 207-12

Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this communication and the Planning Board's advisory report dated December 10, 2014.

I further recommend that you set a public hearing for these propose amendments.

Respectfully Submitted

Ramsey A. Bochner
Town Planner

attachments





TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

December 10, 2014

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

RE: Advisory Report - Code Amendments Regarding Animals

Dear Board Members:

At the December 10, 2014 Planning Board meeting, the Planning Board, pursuant to Section 225-6.A of the Comprehensive Development Regulations reviewed the proposed amendments to Sections 207-4 and 207-12 of the Comprehensive Development Regulations. The Planning Board offers the following findings:

1. The proposed amendments are consistent with the aims of the Comprehensive Development Regulations. The proposed amendments will better specify which animals are allowed to be kept within the Town of Brighton.
2. The proposed amendments are consistent with the aims of the Comprehensive Plan. The proposed amendments will help preserve and enhance the Town as a residential community.

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 8th day of October, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated October 1, 2014 from Environmental Review Liaison Ramsey A. Boehner regarding a proposed Code amendment to Chapter 207 regarding Animals together with the text of the proposed amendment, be received and filed; and be it further

RESOLVED, that the Town Board hereby refers the proposed code amendments to the Planning Board for its review and comment and the issuance of an advisory report to the Town Board and further directs the Town Planner, Ramsey A. Boehner to submit the required Development Referral Form and documents to Monroe County Department of Planning and Development for its review of the proposed code amendment.

Dated: October 8, 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

October 1, 2014

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

Re: Proposed Code Amendment Regarding Animals - Chapter 207, Supplementary Regulations

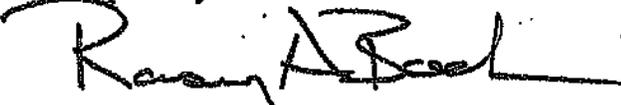
Honorable Supervisor and Members:

I recommend that you receive and file this communication and the proposed code amendment regarding Animals - Chapter 207, Supplementary Regulations of the Code of the Town of Brighton as described in the attached memoranda to Public Works Committee, dated August 1, 2014.

I further recommend that your Honorable Body:

1. Request the Planning Board to review and prepare an advisory report regarding the proposed amendments; and
2. Direct the Town Planner, Ramsey Boehner to submit the required Development Referral Form and documents to Monroe County Department of Planning and Development for review.

Respectfully Submitted


Ramsey A. Boehner
Environmental Review Liaison Officer

cc: T. Keef
attachment



At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 6, 2015 from Commissioner of Public Works and Highway Superintendent Timothy E. Keef, P.E. regarding a request to authorize the solicitation of bids for goods and services included in the Highway Department's 2015 approved budget, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Commissioner of Public Works and the Highway Superintendent to solicit of bids for goods and services included in the Highway Department's 2015 approved budget and further to utilize bids obtained by other governmental entities for such goods and services when in the best interest of the Town.

Dated: January 14, 2015

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 6, 2015

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

re: Authorization of Bids for 2015 (Highway/Sewer/DPW)

Dear Chairperson Werner and Committee Members:

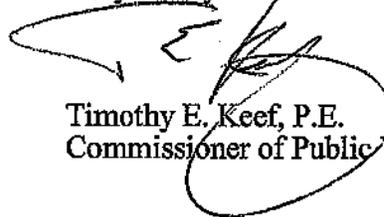
Authorization is requested to solicit bids as necessary for, including but not limited to, the following goods and services, which have been included in the approved 2015 Budget.

- Sidewalk construction and repairs
- Pavement profiling (milling)
- Paver rental
- Loader, truck, vehicle tires and appurtenances
- Cured-in-place pipe lining
- Sewer Grouting
- Trade in Backhoes (#'s 89, 92)
- Trade in Bobcats (#'s 115, 116)
- Replace Street Sweeper (#88)
- Procurement of Highway Materials
- Procurement of Pavement and Signage Marking and appurtenances
- Replace Truck (#51)
- 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 January 6, 2015 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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 6, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the solicitation of bids for goods and services included in the Public Works, Facilities and Parks Department's 2015 approved budget, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Commissioner of Public Works to solicit of bids for goods and services included in the Public Works, Facilities and Parks Department's 2015 approved budget and further to utilize bids obtained by other governmental entities for such goods and services when in the best interest of the Town.

Dated: January 14, 2015

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 6, 2015

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

re: Authorization of Bids/RFQ's for 2015
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 2015 Budget.

Tree Maintenance Services and Supplies
Hardware, Hand/Garden Tools, Paint, Electrical and Miscellaneous Building Supplies

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 January 6, 2015 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. Spencer
M. Beeman
S. Zaso
A. Banker
M. Hussar

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

January 14, 2015

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>450,910.80</u>
D - HIGHWAY		<u>186,291.88</u>
H - CAPITAL		<u>2,800.00</u>
L - LIBRARY		<u>31,738.41</u>
SF - FIRE DIST		<u>462.88</u>
SS - SEWER DIST		<u>35,305.16</u>
TA - AGENCY TRUST		<u>27,539.36</u>
TOTAL	\$	<u>735,048.49</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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 6, 2015 from Chief of Police Mark T. Henderson regarding a request to authorize the amendment of the Town's Personnel Policy regarding the compensation for Police Captains together with the draft revised amendments dated January 6, 2015, be received and filed; and

BE IT RESOLVED, that the Town Board hereby amends the Town's Personnel Policy regarding the compensation for Police Captains in accordance with the draft revised amendments dated January 6, 2015 and makes such amendments effective nunc pro tunc as of January 1, 2015.

Dated: January 14, 2015

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



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

January 6, 2015

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

Dear Board Members:

I hereby request the adoption of the attached amendment to the Town Personnel Policy- Compensation for Police Captains. The revised policy will bring our Captains' compensation into alignment with other local jurisdictions.

The Town is not seeking to enter into a formal written agreement with the Police Captains but is seeking to clarify compensation and other associated benefits pursuant to the Town Personnel Policy.

Respectfully,

A handwritten signature in black ink that reads "Mark T. Henderson". The signature is written in a cursive style.

Mark T. Henderson
Chief of Police

Cc: Gary Brandt, Director of Personnel
Suzanne Zaso, Finance Director

**PERSONNEL POLICIES &
PROCEDURES**

COMPENSATION POLICIES

SUBJECT:

COMPENSATION FOR POLICE CAPTAINS

Base Salary	As of 1/1/2104	\$118,378.00
	As of 1/1/2015	\$121,337.00
	As of 1/1/2016	\$124,370.00

All economic benefits which prevail in the 2014-2016 BPPA contract shall apply to Police Captains with the following exceptions:

Exceptions:

Clothing Allowance	Article 8 "Salary and Other Economic Benefits" Paragraph 12 – Police Captains shall not be eligible to receive a clothing allowance.
Shift Premium	Article 8 "Salary and Other Economic Benefits" Paragraph 13 – Police Captains shall not be eligible for shift premium.
Personal Leave Days	Article 10 "Personal Leave Days" Paragraph 3 – Police Captains shall not be eligible for additional personal days for perfect attendance.
Overtime Compensation	Article 15 "Work Schedule" Paragraph 2 – Monetary compensation for overtime worked shall not apply to Police Captains.
Field Training Officers	Article 15 "Work Schedule" Paragraph 19 – The additional pay for Field Training Officers shall not apply to Police Captains.
Compensatory Time	Article 15 "Work Schedule" Paragraph 20 – Police Captains shall be allowed to accumulate and utilize up to a maximum of thirty (30) days compensatory time, at a rate of straight time, for overtime worked in lieu of monetary compensation. Compensatory time shall only be

paid at such time as the Police Captain retires or leaves employment and shall be paid at a rate of wages that is being earned by such Police Captain at the time of his retirement or resignation. For budgetary reasons, notice of intent to retire or resign from employment with the Town of Brighton must be provided at least 30 days prior to the effective date of such action.

Shift Differential

Article 16 "Temporary Shift Reassignment Differential" shall not apply to Police Captains.

Police Vehicle

The Police Captains will be assigned a police vehicle for 24 hour use and, when off duty, will respond as needed, or as directed by the Chief of Police. The use and operation of the assigned vehicle will be in accordance with the Brighton Police Department Vehicle Use Policy.

Health Care

Effective January 1st, 2015, the base health insurance plan shall be the Excellus Core Plan. The Town's obligation for health insurance coverage shall be 93% of the full cost of premiums for all members of the bargaining unit for family, individual or sponsor contract of insurance, consisting of the Excellus Core Plan. The insurance described in this paragraph will apply to all active employees under the age of 65. Active employees over age 65 shall have the same coverage as that provided in this paragraph except to the extent that such insurance is limited or unavailable to persons over age 65, in which case they will receive Medicare Blue Choice (or a substantial equivalent) in lieu of the plan described for those under age 65.

Effective January 1, 2015, all members shall contribute seven percent (7%) of the full cost of premiums for an individual, family, or sponsor contract of insurance, consisting of the Excellus Core Plan, which shall be made by payroll deduction on a payroll period basis. In the event that the plan, as described, is no longer available, the Town will provide a substantially equivalent plan.

Effective January 1, 2015, should a member opt for the Excellus BluePPO Mid Plan, the member will be responsible for the difference in premium costs, if any, when compared to the percentage of the cost

of premiums paid by the Town for the corresponding Core Plan.

Effective January 1st, 2016, the base health insurance plan shall be the Excellus Core Plan. The Town's obligation for health insurance coverage shall be 90% of the full cost of premiums for all members of the bargaining unit for family, individual or sponsor contract of insurance, consisting of the Excellus Core Plan. The insurance described in this paragraph will apply to all active employees under the age of 65. Active employees over age 65 shall have the same coverage as that provided in this paragraph except to the extent that such insurance is limited or unavailable to persons over age 65, in which case they will receive Medicare Blue Choice (or a substantial equivalent) in lieu of the plan described for those under age 65.

Effective January 1, 2016, all members shall contribute ten percent (10%) of the full cost of premiums for an individual, family or sponsor contract of insurance, consisting of the Excellus Core Plan, which shall be made by payroll deduction on a payroll period basis. In the event that the plan, as described, is no longer available, the Town will provide a substantially equivalent plan.

Effective January 1, 2016, should a member opt for the Excellus BluePPO Mid Plan, the member will be responsible for the difference in premium costs, if any, when compared to the percentage of the cost of premiums paid by the Town for the corresponding Core Plan.

Retiree Health Insurance Premium Bank

An employee who has fifteen (15) years of service with the Town of Brighton, upon his or her date of retirement, and has sick days remaining in their sick bank, will be eligible to convert their sick days into a premium credit to be applied to retiree's share of the health insurance contribution until said credit is depleted. The credit shall be calculated as follows:

The employee can convert the sick days into health insurance premium credit based upon the rate of pay at the time of retirement. The employee may convert all days in his sick bank into premium

credit up to a maximum of \$15,000, or 60 days,
whichever results in the lower dollar amount.

These credits will be utilized by the Town to pay
the employee's portion of the health insurance
premium until the credits are depleted.

The provisions of this policy supersede in their entirety the terms and conditions of an Agreement that expired on 12/31/2013 by and between the Town of Brighton and the Captains of the Brighton Police Department and the terms of any other agreement whether written or oral or past practice related to the subject matter of this Personnel Policy.

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that a memorandum dated December 9, 2014 from Town Clerk Daniel Aman regarding a request to authorize the Supervisor to execute an agreement with Value Payment Systems, LLC for the processing of on-line payments for dog licenses, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Value Payment Systems, LLC for the processing of on-line payments for dog licenses as approved by the Attorney to the Town.

Dated: January 14, 2015

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



TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

Daniel Aman
Town Clerk/Receiver of Taxes

David Marcus
Deputy Clerk / Deputy Receiver

To: Christopher Werner, Chair, Finance & Admin Services Committee
From: Daniel Aman, Town Clerk
Date: December 9, 2014
Re: Online Dog Licensing

On August 13 the Town Board approved the Supervisor to sign an agreement with BAS to add the online dog licensing module to our existing software program. BAS forwarded on the agreement to the Clerk's Office and I found out that they actually use a third party - Value Payment Systems - for the payment processing. This requires a separate approval from FASC and the Town Board for the Supervisor to execute an agreement with VPS.

ValuePaymentSystems



Implementation Packet

Thank you for choosing Value Payment Systems for your business needs.

Enclosed are the following documents:

- Payment Processing Service Agreement*
- WorldPay Submitter Agreement*
- VPS Setup Form*
- Worldpay ACH Addendum
- Point of Sale Order Form
- Change Order Form
- Terminal Order Form

All merchants should complete the enclosed forms. If you selected Electronic Checks as an accepted payment method please complete the ACH Addendum and submit a copy of a voided check or a bank letter. The estimated deployment time is approximately 3 weeks from the time completed documentation is received and is based on product selection(s).

Scan and email the completed packet to sales@valuepaymentsystems.com.

Value Payment Systems has two development suspension periods each year (April 1st - 20th and December 5th - January 4th). Any contracts submitted within this time frame will take an additional 3 - 4 weeks for implementation.

Thank you,
Implementation Team

* Required documents for new customers.

PAYMENT PROCESSING SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____ 2014 ("Effective Date") by and between Value Payment Systems, LLC, a Tennessee limited liability company ("VPS"), and _____, ("Merchant").

RECITALS:

WHEREAS, VPS is in the business of providing internet, phone and point of sale based electronic payment services to public and private sector merchants; and

WHEREAS, Merchant desires to provide its Taxpayers ("Taxpayer" or "Taxpayers") the option and opportunity to pay various amounts due to Merchant through VPS as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1. "Association" is a group of Card issuer banks, debit networks or other method provider, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., and the NYCE, Pulse, Star, and Interlink debit networks.
- 1.2. "Association Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- 1.3. "Card" is both (i) the plastic card or other evidence of the account and (ii) the account number, issued to a Cardholder, which you accept from your customers as payment for their purchases from the Merchant, and for the transactions with respect to which VPS agrees to process.
- 1.4. "Cardholder" is the person to whom the Card is issued and who is entitled to use the Card.
- 1.5. "Chargeback" shall mean a reversal of a Card sale the Merchant previously presented, pursuant to Association Rules.
- 1.6. "Convenience Fee" shall mean a fee that is charged to the Taxpayer for the ability to make a payment through a VPS E-Payment System, which fee may be assessed as a percentage of the payment amount or as a fixed fee transaction in accordance with current Association Rules.
- 1.7. "Electronic Payments" shall mean credit card, debit card, Automated Clearing House (ACH) payments or other payment methods such as Bill Me Later®.
- 1.8. "E-Payment System" shall mean the VPS Web E-Payment System and/or VPS Phone E-Payment System and /or POS E-Payment System.
- 1.9. "Phone E-Payment System" shall mean a touch-tone phone payment system that is managed by VPS.
- 1.10. "POS E-Payment System" shall mean a point of sale payment system that is managed by VPS.
- 1.11. "Taxpayer" shall mean a person or business that is eligible to pay, or is required to pay, amounts due to the Merchant.
- 1.12. "Sales Data" is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- 1.13. "Transaction" shall mean all regular, periodic due, fixed dues and assessment payments, and all other amounts, fixed or variable, payable by the Taxpayer to the Merchant.

1.14. "Web E-Payment System" shall mean a VPS hosted payment website.

2. SERVICES.

2.1. E-Payment System.

VPS will provide an E-Payment System for use by Taxpayers of Merchant. During the term of this Agreement, Merchant agrees to allow Taxpayers to make Electronic Payments through a VPS developed and managed E-Payment System, further defined in Schedule A, and VPS agrees to facilitate the processing of Transactions between Merchant and Taxpayers.

2.2. Taxpayer Information.

Upon Merchant's execution of this Agreement, Merchant shall use commercially reasonable efforts to provide VPS with information as VPS may require in order to promptly and accurately perform the services contemplated by this Agreement. VPS shall in no event be liable for not being provided by Merchant with current and correct information. VPS will not be responsible for unauthorized use of Taxpayer's credit card or credit card information by Merchant, Merchant's employees, and/or any other party associated with Merchant as a vendor, consultant, or contractor, including but not limited to Taxpayer's name, billing address, credit card number, and credit card expiration date.

2.3. Convenience Fee Disclosure.

The Web E-Payment System interface, POS E-Payment System and Phone E-Payment System interface will disclose all Taxpayer funded Convenience Fees, if applicable, to a Taxpayer prior to the processing of a Transaction.

2.4. Payment of Transactions.

Merchant agrees that the date on which a Transaction is posted to a VPS E-Payment System by a Taxpayer shall be deemed the date the Transaction is made for purposes of late fees, if any, that Merchant may charge to such Taxpayer. The date the Transaction is "posted" is the date the Taxpayer manually transmits the Transaction to an E-Payment System or the date an agreed automatic payment is initiated, whichever is applicable. VPS shall remit to Merchant all Transactions paid through VPS no later than three (3) business days following the date a Transaction is posted to a VPS E-Payment System.

2.5. Chargebacks.

VPS will use commercially reasonable efforts to have Chargebacks investigated following the initial notice that a Chargeback has occurred. When provided written notice of any Chargebacks that VPS has deemed to be the responsibility of the Merchant or errors in deposits, Merchant agrees to immediately remit payment to VPS. VPS agrees to receive the payment for Chargebacks or errors in deposits from the Merchant through the remittance of a check or another payment method to be determined by the Merchant. Notwithstanding the foregoing, Merchant will ultimately be liable for all Chargeback liability derived from Transactions processed by VPS. Merchant understands and agrees that VPS may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

2.6. Proprietary Rights.

VPS represents that it owns, licenses or has the right to use and will retain during the term of this Agreement all proprietary rights in and to the E-Payment System and all development tools, routines, subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of an E-Payment System.

2.7. Modification of Services.

VPS may, and reserves the right to, modify the features and functionality of the E-Payment System at any time and from time to time without notice; provided, however, that VPS will not modify the E-Payment System in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

2.8. Payment for Services.

In consideration for the provision of the aforementioned E-Payment System, Taxpayers will pay the Convenience Fees that are detailed in Schedule B. Such Convenience Fees include fees associated with processing Electronic Payments through the VPS E-Payment System.

VPS is solely responsible for all Processing Fees. These fees include Chargeback Fees, defined as penalties assessed per Chargeback claimed against Merchant's merchant account, but does not include the principal amount associated with a Transaction.

2.9. Additional Representations.

VPS represents, warrants and agrees that it is and will remain in compliance with all applicable federal, state and local laws affecting its business, the ownership of its assets and the privacy and security of information provided by Taxpayers, except as would not have a material adverse effect upon VPS' ability to perform its obligations under this Agreement.

2.10. Association Rules.

Merchant agrees to comply with all Association Rules as may be applicable to the Merchant and in effect from time to time as published by any Association, including, but not limited to, the rules published on Visa U.S.A.'s website (http://usa.visa.com/merchants/operations/op_regulations) and on MasterCard International's website (www.mastercard.us/merchants/support/rules).

2.11. Right to Use Information.

Merchant acknowledges that VPS will compile certain information related to the usage of the E-Payment System and activities thereon. Such information may include, but not limited to, the volume of Transactions and the value of Transactions. Merchant agrees that VPS is authorized to use, reproduce and generally make such information available, as VPS may deem appropriate, provided that in no case will Merchant or any Taxpayer be individually identifiable except as otherwise permitted herein. Neither Merchant nor any Taxpayer shall be entitled to notice of such use, nor any fees derived therefrom; however, Merchant may be provided a copy of each compilation.

2.12. Exclusivity.

During the term of this Agreement, Merchant shall not accept credit card or other Electronic Payments through a similar E-Payment System for Transactions from Taxpayers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS.

3. THIRD PARTY PRODUCTS.

3.1. Merchant understands and agrees that VPS may use third party products in connection with the E-Payment System offered hereunder. These products may include firewall security, web server software and encryption software. VPS makes no representation or warranty regarding the performance of such third party software, specifically including any warranty that performance will be uninterrupted or error-free

4. DISCLAIMER OF WARRANTIES.

4.1. No Warranties.

MERCHANT ACKNOWLEDGES THAT ITS USE OF THE E-PAYMENT SYSTEM IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN

THIS AGREEMENT, VPS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4.2. World Wide Web, Internet and Telephone Usage.

VPS and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the websites established thereon including the E-Payment System, will be uninterrupted or error free.

5. LIMITATION OF LIABILITY.

5.1. NO CONSEQUENTIAL DAMAGES; LIABILITY CAP.

IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

5.2. Limited Remedy.

VPS shall in no way be liable to Merchant or Taxpayer due to any disruption of VPS' E-Payment System or non-availability of the E-Payment System during which Taxpayers are unable to access or use the E-Payment System due to a confirmed problem therein.

6. CONFIDENTIAL INFORMATION.

6.1. Nondisclosure.

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

6.2. Specific Prohibitions.

Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the VPS E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the VPS E-Payment System, or otherwise apply any procedure or process to the VPS E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the VPS E-Payment System or any algorithm, process, procedure or other information contained in the VPS E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the VPS E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the VPS E-Payment System that impairs the functionality of the VPS E-Payment System; (e) make use of the VPS E-

Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the VPS E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the VPS E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the VPS E-Payment System; and/or (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use.

6.3. Compliance with Law and VPS Guidelines.

In connection with the exercise of Merchant rights and obligations under this Agreement (including, without limitation, any related to individual privacy), Merchant will comply, at Merchant's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules applicable to Merchant, Merchant's business, and this Agreement, and all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over the subject matter hereof, including, without limitation, the rules promulgated by the Credit Card Associations, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), the Federal Trade Commission, the electronic communication rules of the CAN-SPAM Act, and the privacy requirements of the Gramm Leach Bliley Act and regulations promulgated thereunder. Merchant will comply with all the current policies, procedures and guidelines of VPS governing the VPS E-Payment System, including, without limitation, the prohibited activities set forth in Section 6.2. VPS reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. Merchant will not use the VPS E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action. If applicable, Merchant will also provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually

6.4. Data Collection, Privacy and Security.

Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to and from VPS and/or third parties. Merchant agrees to provide notice to Taxpayers on all applicable Merchant Web sites (and cause its applicable customers to disclose such information on such applicable customers' Web sites) that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement. Merchant will not use, disclose, sell and/or disseminate any cardholder information obtained in connection with a Transaction (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling Transactions and resolving any chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the term of this Agreement. If Merchant uses services from a Merchant Service Provider other than VPS, Merchant is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed. Merchant acknowledges that VPS will not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Merchant's (and/or Merchant's customers') account(s), end-user and/or Transaction data. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Transaction data, Merchant will notify VPS promptly of such breach

and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

7. TERM AND TERMINATION.

7.1. Term.

Subject to Section 7.2, this Agreement will commence upon the Effective Date and shall continue for two (2) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause.

If a VPS E-Payment System provided under this Agreement fails to conform to generally accepted standards for such services in the Card processing industry then the Merchant's sole remedy for such failure shall be that upon notice from Merchant specifying the failure of performance, VPS will rectify such failure of performance. If VPS does not rectify our failure of performance within thirty (30) days after receipt of notification, then Merchant may terminate this Agreement upon thirty (30) days' written notice to VPS. VPS may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events: (i) any noncompliance with this Agreement or Association Rules which is not cured within thirty (30) days of VPS notice to Merchant, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on Merchant fraud; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant; (iii) for a period of more than sixty (60) consecutive days, Merchant does not transmit Sales Data to VPS; and/or (iv) if the aggregate cost of Chargebacks absorbed by VPS for any ninety (90) day period exceeds the Convenience Fees collected by VPS during such period.

7.3. Effect of Termination.

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing under Section 2.5.

7.4. Terminals.

Merchant acknowledges and agrees that VPS is permitting Merchant to possess the point of sale terminals solely for the purpose of permitting Taxpayers to initiate Transactions via the E-Payment System. As such, Merchant acknowledges and agrees that VPS is the sole owner of the point of sale terminals, that, except for the foregoing, Merchant has no rights in or to the point of sale terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all point of sale terminals to VPS upon the earlier of the termination of this Agreement or when any such terminal is no longer being used Taxpayers to initiate Transactions via the E-Payment System. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business

7.5. Survival.

Sections 4, 5, 6, 7 and 8 shall survive any termination or expiration of this Agreement.

8. MISCELLANEOUS.

8.1. Promotion of Services.

During the term of this Agreement, Merchant shall promote the use by Taxpayers of the VPS E-Payment System including, but not limited to, point of sale materials for the POS E-Payment System, publishing the relevant URL for the Web E-Payment System and telephone number for the Phone E-Payment Solution on the Merchant's website home page, billing departments, notices and all related promotional materials. All published materials referencing VPS or the VPS E-Payment System shall be approved for accuracy by VPS prior to publishing.

8.2. Governing Law; Waiver of Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought by VPS against Merchant in the county and state of Merchant's principal office as indicated below, and by Merchant against VPS exclusively in Davidson County, Nashville, Tennessee. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. Entire Agreement.

This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.4. Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

8.5. Relationship of Parties.

The relationship of VPS to Merchant under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Merchant and VPS, nor shall this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS

8.6. Notices.

All notices required or permitted under the Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to:

IF to: Value Payment Systems, LLC

If to:

2207 Crestmoor Rd.

Suite 200

Nashville, TN 37215-2031

Attn: Jeffrey C. Gardner

Email: jgardner@valuepaymentsystems.com

8.7. Captions and Headings.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.8. Counterparts.

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

8.9. Waiver.

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.10. Severability.

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.11. Publicity.

The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

8.12. Amendment and Changes.

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.13. Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.13 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

8.14. Facsimile Signature and Counterparts.

This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

- The rest of the page is intentionally left blank. -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VALUE PAYMENT SYSTEMS, LLC

Town of Brighton

By: _____

By: _____

Name: J. Scott Slusser

Name: William W. Maerle

Title: Chief Marketing Officer

Title: Supervisor, Town of Brighton

Address: 2207 Crestmoor Rd., Suite 200

Address: 2300 Edinwalet Ave.

City/State/Zip: Nashville, TN 37215-2031

City/State/Zip: Rochester, NY 14618

SCHEDULE A

(Please check the box or boxes associated with the services to be provided.)

WEB AND POINT OF SALE E-PAYMENT SOLUTIONS

Web E-Payment Solution

The Standard Web E-Payment Solution may include the following:

- Standard development technology;
- Payment screens including personal information, payment entry, payment review, payment receipt;
- Payment confirmation number and optional confirmation email;
- Collect and transmit payment information for authorization and settlement; and
- Method for transferring transaction data back to the Merchant and/or reporting;

Please choose one of the following options if the Web E-Payment Solution is selected:

- Option 1: Input File Integration or API is not required; or
- Option 2: Input File Integration or API is required.

Payment Types to be Accepted

- Property Tax
- Licenses
- Utility Bills
- Other _____
- Other _____

POS E-Payment Solution

Please choose one of the following options if the POS E-Payment Solution is selected:

- Option 1: Ingenico iCT220 standalone terminal; or
- Option 2: Web POS system with MagTek card swipe.

Payment Types to be Accepted

- Property Tax
- Licenses
- Utility Bills
- Other _____
- Other _____

Schedule B Convenience Fee Pricing Schedule

Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), and PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties.

WEB AND POS CONVENIENCE FEES FUNDED BY THE CONSTITUENT

ITEM	FEE	FREQUENCY
<u>Property Tax Payments (Real Property Tax, etc.)</u>		
Visa (credit), MasterCard and Discover (credit & debit cards)	2.45%	Per transaction
ATM/Network debit cards	2.45%	Per transaction
Visa - consumer debit cards	\$3.95	Per transaction
Electronic checks/ACH	\$1.75	Per transaction
Minimum credit card and debit card convenience fee	\$3.95	Per transaction
<u>Non-Tax Payments (e.g. Court Fees, Permits, etc.)</u>		
Visa, MasterCard, Discover (credit & debit cards)	2.45%	Per transaction
ATM/Network debit cards	2.45%	Per transaction
Electronic check/ACG	\$1.75	Per transaction
Minimum credit card and debit card convenience fee	\$1.75	Per transaction
<u>Dog License Payments</u>		
Visa, MasterCard and Discover (credit & debit)	\$1.75	Per transaction
Electronic checks/ACH	\$1.75	Per transaction
<u>Online Utility Payments (e.g. Water Bills, Sewer Bills, etc.)</u>		
Visa, MasterCard and Discover (credit & debit)	TBD	Per transaction
Electronic checks/ACH	TBD	Per transaction

PAYMENT PROCESSING AND DEVELOPMENT SERVICES FUNDED BY MERCHANT

ITEM	FEE	FREQUENCY
Address verification fee	\$0	Per occurrence
Chargeback processing fee	\$0	Per occurrence
Statement fee	\$0	Per occurrence
Support and training fees	\$0	Per hour
POS terminals – Ingenico iCT220	Waived	Per unit
Total cost to Merchant/Department	\$0	

VPS Merchant Setup Form

Agent Name: _____	Desired Live Date: _____
-------------------	--------------------------

Client Name: _____		
Legal Name: _____	Federal Tax ID: _____	
Mailing Address 1: _____		
Mailing Address 2: _____		
City: _____	State: _____	Zip Code: _____
Phone: _____	Fax: _____	Contact: _____
Email: _____		

URL: _____	IVR: _____								
Referral Number: _____	Referral Email: _____								
Business Hours: _____	Settlement Method: <input type="checkbox"/> Direct Settle <input type="checkbox"/> VPS Settle								
Average Monthly Dollar Volume: _____	Cut-Off Time: _____								
Highest Monthly Dollar Volume: _____	Report Schedule:								
Average Sale Amount: _____	<input type="checkbox"/> Daily <input type="checkbox"/> Monthly <input type="checkbox"/> YTD <input type="checkbox"/> All								
Highest Sale Amount: _____	Email Distribution List :								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="padding: 5px;">Fee Pricing Method</th> </tr> <tr> <th style="width: 50%; padding: 5px;">Flat Rate/ Minimum Fee</th> <th style="width: 50%; padding: 5px;">Percentage</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>		Fee Pricing Method		Flat Rate/ Minimum Fee	Percentage				
Fee Pricing Method									
Flat Rate/ Minimum Fee	Percentage								
_____ _____ _____									
For additional email addresses attach separate sheet.									

WEB: <input type="checkbox"/> Gateway API <input type="checkbox"/> Integrated API <input type="checkbox"/> Bill Presentment 3/5 Page <input type="checkbox"/> End-User Validated
PHONE: <input type="checkbox"/> IVR <input type="checkbox"/> Live Agent
POS: <input type="checkbox"/> Card Swipe <input type="checkbox"/> Ingenico ICT220 Terminal

CREDIT:	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Discover	<input type="checkbox"/>	
DEBIT:	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Nyce	<input type="checkbox"/> Pulse	<input type="checkbox"/> Star
CHECK:	<input type="checkbox"/> Please complete "ACH Addendum"				
OTHER:	<input type="checkbox"/> Bill Me Later				

Merchant Activity/ Output File Required: Yes No

Daily Recipient Email Address(es): _____

Calendar Specific _____

End-User Load Files

Daily

Calendar Specific

Files

No Files

Service Contact		Peak Season Dates:	
First Name _____	Last Name _____	From _____	To _____
Email Address _____		From _____	To _____
Phone _____	Fax _____	From _____	To _____
Internal Refund Policy (Please provide a brief description)			

Company Name	_____	_____
Services Provided	_____	_____
Convenience Fee	_____	_____
Years in Contract	_____	_____
Contact Name/Number	_____	_____
Marketing	_____	_____

Marketing/Adoption Plan Kick Off Call

Please provide your earliest available date(s) and time(s):

_____	_____
Date	Time
_____	_____
Date	Time

--

**SUBMITTER MERCHANT
PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES
(Standard MCC – Convenience Fee)**

WorldPay US, Inc. ("WorldPay" or "we", "us", or "our" and the like), for itself and on behalf of RBS Citizens, N.A., a national banking association ("Bank"), is very excited about the opportunity to join Value Payment Systems, LLC ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payment Networks")) require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

1. Your acceptance of Cards

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (if you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (if you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Submission of Transactions; Payment

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

3. Chargebacks; Fraud; Temporary Holdback

3.1 Chargebacks. You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or WorldPay (or VPS, if VPS has reimbursed Bank or WorldPay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and WorldPay.

3.2 Fraud. You agree to be solely responsible for losses and expenses incurred by Bank or WorldPay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors or agents.

3.3 Temporary Holdback. In addition to any of the other rights granted to the Bank and WorldPay in this Section 3, in the event that the Bank and WorldPay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or WorldPay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or WorldPay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and WorldPay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to WorldPay or the Bank under the terms of this Agreement as a result of such activity. WorldPay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

4. Financial Information

You agree to provide such financial information as may be requested by WorldPay or the Bank from time to time during the term of this Agreement in order for WorldPay or the Bank to comply with the Payment Network Rules or to otherwise enable WorldPay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

5. Data Security and Privacy

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

6. Disclaimer: Limited Liability

6.1 Disclaimer of Warranties. WorldPay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

6.2 Limitation of Liability. Under no circumstances shall the financial responsibility of WorldPay or the Bank for any failure of performance by WorldPay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or WorldPay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

7. Term: Termination

7.1 Term. This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by WorldPay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

7.2 Termination Without Notice. WorldPay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) WorldPay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that WorldPay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) WorldPay or the Bank is prohibited by applicable law from conducting business with you or your principals.

7.3 Additional Rights. Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or WorldPay on behalf of the Bank, may notify you of the estimated aggregate

dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and WorldPay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and WorldPay and the Bank may receive out of such funds those amounts that are or become due to WorldPay and the Bank pursuant to this Agreement.

7.4 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

8. General Provisions

8.1 Assignment. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

8.2 Attorneys' Fees. In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

8.3 Confidentiality. The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "Protected Information"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

8.4 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written, between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports. In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires WorldPay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with WorldPay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, WorldPay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows WorldPay and the Bank to identify you and your principals. You agree to provide all information requested by WorldPay and the Bank that is required in order for WorldPay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and WorldPay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that WorldPay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

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

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Town of Brighton
(Name of Entity)

By: _____

Name: William W. Moehle

Title: Town Supervisor

Date: _____

Address: 2300 Elmwood Ave.

Rochester, NY 14618

Agreed and Accepted by:

WorldPay US, Inc. for itself and on behalf of
RBS Citizens, N.A.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

FUNDING SCHEDULE

In order to receive funds from WorldPay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize WorldPay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or WorldPay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by WorldPay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: _____
ABA No.: _____
Account No.: _____
Account Name: _____
Reference: _____

ACH Services Addendum

This ACH Services Addendum ("Addendum") sets forth additional terms and conditions related to certain services (the "ACH Services") to be provided by WorldPay US, Inc. ("WorldPay") to you with respect to the crediting and debiting of transactions via the Automated Clearing House ("ACH") network as described in this Addendum. This Addendum shall amend and shall constitute a part of your Submitter Merchant Payment Processing Agreement (the "Customer Processing Agreement") with WorldPay and RBS Citizens, N.A. ("Bank"). You, your, or words of similar import shall refer to the Customer listed below.

- 1. ACH Services.** You agree to subscribe to, and WorldPay agrees to provide to you, ACH Services in accordance with the terms and conditions set forth herein. The ACH Services include the transmission of electronic credit and/or debit transactions initiated by you, or caused to be initiated on your behalf, and processed through WorldPay to accounts at banks and financial institutions as contemplated by this Agreement.
- 2. NACHA Rules.** You agree to abide by all operating rules, regulations, and procedures set forth in the National Automated Clearing House Association ("NACHA") Operating Rules and Procedures, as amended from time to time (the "NACHA Rules"). The definition of "Rules" in the Customer Processing Agreement is deemed to include the NACHA Rules. Any violations of the NACHA Rules by you or other legal non-compliance by you that results in a monetary penalty, fee, or cost to WorldPay for processing a transaction requested by you will be assessed to and paid by you. You acknowledge and agree that WorldPay will transmit electronic credit and/or debit entries by means of ACH transactions in accordance with the NACHA Rules.
- 3. Authorization; Initiation of Transfers.** In order to request WorldPay to initiate credit and/or debit ACH transactions, you will deliver, or cause to be delivered on your behalf, to WorldPay specific credit and/or debit entry information and consumer authorization by means and within the time frames requested by WorldPay. Upon receipt and acceptance of specific credit and/or debit ACH entry information and proper consumer authorization from you, WorldPay will initiate ACH transfers on behalf of you. WorldPay is hereby authorized by you to process transactions in accordance with information WorldPay receives from you either electronically or by physical documents.
- 4. Responsibility for Information; Security.** You will be solely responsible for the information contained in the instructions, including obtaining valid identification of your end-user consumer and proper and valid written authorization from such end-user consumer (example attached). WorldPay will have no responsibility for erroneous or fraudulent data or authorization provided by you. You accept responsibility for setting up security features appropriate for your operating environment in accordance with applicable local law, NACHA Rules, and as reasonably requested by WorldPay. You agree to (i) retain an original copy of each consumer authorization for WorldPay to initiate a credit or debit ACH transaction for six years after the date of termination or revocation of such authorization, and (ii) provide a copy of such authorizations to WorldPay upon request.
- 5. Reversals.** You acknowledge that requesting the reversal of ACH files and/or entries is solely your responsibility and will be initiated by WorldPay on proper request by you. Applicable fees may apply to ACH reversals.
- 6. Rejects.** In the event any ACH transaction request is rejected for any reason whatsoever, it will be your responsibility to resubmit such ACH transaction request, correct data as necessary or obtain any missing or incorrect consumer authorization. Applicable fees may apply to ACH rejects and resubmission requests.
- 7. Term.** The term of this Addendum will continue in effect until the earlier of (i) the expiration or termination of the Customer Processing Agreement or (ii) termination of this Addendum in accordance with Section 8 below. Notwithstanding the foregoing, termination of this Addendum by WorldPay or Customer pursuant to Section 8 shall not terminate the Customer Processing Agreement.
- 8. Termination.** WorldPay may terminate this Addendum without notice, at any time as a result of any of the following events: (a) any noncompliance by you with the NACHA Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving you, your parent or an affiliated entity or individual; (c) WorldPay, in its commercially reasonable discretion, deems you to be financially insecure such that WorldPay is at a material risk of loss; (d) you materially alter the nature and type of business conducted, or (e) WorldPay is prohibited by applicable law or NACHA from conducting business with you or your principals. In the event any party breaches any of the provisions of this Addendum, and fails to cure such breach within 60 days of receipt of written notice from the other of such breach, the non-breaching party may terminate this Addendum immediately at the expiration of the 60 day cure period.
- 9. Improper Use of ACH Services.** WorldPay's obligation to provide ACH Services specified herein is conditioned upon your agreement not to allow the ACH Services to be used for any unlawful purpose or in violation of any governmental regulations or authorizations. WorldPay will have the right to limit, terminate or suspend ACH Services by written notice for improper use of the ACH Services by you or any activity by you, as determined in the sole discretion of WorldPay, that threatens public health, safety, or welfare or the integrity or reliability of the ACH network, WorldPay facilities, or services to WorldPay's other consumers.
- 10. Survival.** The obligations of all parties hereto incurred prior to the effective date of any termination of this Addendum or arising from ACH transactions processed prior to such termination shall survive the termination of this Addendum. Without limiting the generality of the foregoing, you shall be liable both before and after termination for all reversals, rejects, etc. of ACH transactions processed prior to such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which WorldPay processed or settled transactions for you under this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 2, 4, 7, 8, and 9 shall survive any termination or expiration of this Addendum.
- 11. Relationship to Customer Processing Agreement.** Unless specifically amended by this Addendum, all terms and conditions in the Customer Processing Agreement (i) are hereby ratified and confirmed, and (ii) shall apply to all services and/or products provided under this Addendum, including, without limitation, terms and conditions with respect to confidentiality, disclaimer of warranties, limitation of liability, and the terms included under the "General Provisions" section thereof. (Except as otherwise defined herein, all capitalized terms used in this Addendum will have the respective meanings ascribed to such terms in the Customer Processing Agreement). All terms and conditions in the Customer Processing Agreement and any other amendments or addenda thereto will remain in full force and effect, provided that the

terms of other addenda relating to additional products or services will not apply to the services and/or products provided under this Addendum unless expressly stated therein or herein. In case of any conflict between the terms of the Customer Processing Agreement or any addenda thereto and this Addendum, the terms of this Addendum will apply solely with respect to the ACH Services. The definition of "Agreement" in the Customer Processing Agreement is deemed to include this Addendum and references to "hereunder" or "hereof" or words of similar import in the Customer Processing Agreement shall be deemed to include this Addendum.

Please acknowledge your receipt of this ACH Services Addendum and your agreement to comply therewith.

Town of Brighton
(Name of Entity)

By: _____

Name: William W. Moehle

Title: Town Supervisor

Date: _____

Address: 2300 Elmwood Ave

Rochester, NY 14618

Agreed and Accepted by:

WorldPay US, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Point of Sale Order Form

Client Name: _____		
Shipping Address 1: _____		
Shipping Address 2: _____		
City: _____	State: _____	Zip Code: _____
Phone: _____	Fax: _____	
Email: _____		

1035 SETUP DET	Payment Types: (Please provide the line item as they should appear in the drop down menu.)	
	1.	_____
	2.	_____
	3.	_____
	4.	_____
	5.	_____
	6.	_____
	7.	_____
	8.	_____
	9.	_____
10.	_____	
For additional payment types please attach separate sheet.		
Unique Identifier: _____		
Type of Device: Click Here to Select	Quantity: _____	
Special Instructions: (Please provide any special instructions [i.e. related to terminal, shipping, etc.])		

Change Request Form

CLIENT INFORMATION	Client Name:	_____		
	Address 1:	_____		
	Address 2:	_____		
	City:	State:	Zip Code:	_____
	Phone:	Fax:		_____
	Email:	_____		
	Requested By:	Requested Date:		_____

CHANGE TYPE	Change Type:		
	<input type="checkbox"/> Settlement Click Here to Select	<input type="checkbox"/> Merchant Set-Up Click Here to Select	
	<input type="checkbox"/> Reporting Click Here to Select	<input type="checkbox"/> Network Specify Below	
	<input type="checkbox"/> Website Modifications Click Here to Select	<input type="checkbox"/> Other _____	
	Please Explain _____		
	Detailed Description:		
Business or Technical Justification For Change Request:			
Priority:			
<input type="checkbox"/> Critical	<input type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low
Impact of Not Making the Change:			

FOR INTERNAL USE ONLY

FOR INTERNAL USE ONLY	Disposition:			
	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Postponed	<input type="checkbox"/> Need More Information
	Recommendations:			
Authorized By:	Authorization Date:			

Terminal Order Form

Dept. Name:	_____		
Contact Name:	_____		
Shipping Address :	_____		
City:	State:	Zip Code:	_____
Phone:	_____	Email:	_____

Payment Types: This is optional. Examples of payments types are citation, Property tax, etc. If there is a unique identifier for the payment type, then that can be added as well. For example, if citation is a payment type, citation number could be the unique identifier. In this case, you would enter in payment type 1 as follows "Citation:Citation Number"

1. _____	11. _____
2. _____	12. _____
3. _____	13. _____
4. _____	14. _____
5. _____	15. _____
6. _____	16. _____
7. _____	17. _____
8. _____	18. _____
9. _____	19. _____
10. _____	20. _____

For additional payment types please attach separate sheet.

Server Prompts	0=Off, 1=On	_____	<i>Clerk ID, Prompt On or Off</i>
Quick Mode	0=Off, 1=On	_____	<i>Bypasses the payment type screens</i>
*MultiPay (MPAY)	0=Off, 1=On	_____	<i>Clerk processes several payment types in one transaction</i>

Locations:	Quantity:
-------------------	------------------

	Header	Footer
Line 1 Text	_____	_____
Line 2 Text	_____	_____
Line 3 Text	_____	_____
Line 4 Text	_____	_____
Line 5 Text	_____	_____

FOR INTERNAL USE ONLY

Username: _____

Password: _____

PARTNER ID

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____

MERCHANT ID

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____

TERMINAL ID

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____

MERCHANT SETUP FOR AUCN

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated December 9, 2014 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute a maintenance agreement for ongoing maintenance of the Monroe Avenue Green Innovation Grant Program Project, as such Town maintenance responsibilities are set forth in the June 2014 Maintenance Jurisdiction Table for said project on sheet MJT-01, be received and filed; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Supervisor to execute and deliver a Maintenance Agreement, by and between the Town of Brighton and the New York State Department of Transportation, under which the Town agrees to provide ongoing maintenance of certain elements of the Monroe Avenue Green Innovation Grant Program project on NYS Route 31 -- Monroe Avenue as such Town maintenance responsibilities are set forth in Parts 2 and 3 in the Table of Maintenance Jurisdiction for said project on sheet MJT-01, dated June 2014, and in the above referenced correspondence, at such intervals as set forth in above referenced correspondence.

Dated: January 14, 2015

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

December 9, 2014

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

Re: Monroe Avenue Green Innovation Grant Program Project
New York State Department of Transportation
Maintenance Agreement

Dear Councilperson Werner and Committee Members:

The NYSDOT has requested that the Town Board adopt and provide a copy of a maintenance resolution for the Monroe Ave. Green Innovation Grant, GIGP, project infrastructure improvements including the porous sidewalks, rain gardens, bioretention areas, porous pavement, proposed guiderail, Buckland Creek culvert railing, inlet chases and the Allens Creek Overlook as shown on the Monroe Avenue Green Innovation Grant Program Project Plans dated June 2014 and as described in the Table of Maintenance Jurisdiction on NYS Route 31 – Monroe Avenue on sheet MJT 01. A copy of the Table of Maintenance Jurisdiction on NYS-Route 31 – Monroe Avenue is attached for your reference. The Town will be responsible to perform the following maintenance tasks:

1. Six, (6) Month Intervals – The Town of Brighton will review the project area to ensure that the inlets and overflow opening are not obstructed. Any material blocking these openings must be removed immediately. Review the green infrastructure media and confirm that stormwater is infiltrating through the media.
2. As Necessary – Reinforce green infrastructure plantings and add new plants as needed to maintain plant density. Weed the green infrastructure landscape area as needed.
3. Annually – Add organic compost and mulch to maintain a 4" – 6" thick landscaping bed. No chemical fertilizers are to be used.
4. As Necessary - Maintain the storm sewer immediately downstream of the green infrastructure improvement point of connection. This maintenance will include the receiving catch basin or manhole and downstream pipe to and including the adjacent drainage structure. Maintenance will be limited to flushing sediment from these structures and this section of storm sewer.

I am requesting that the FASC recommend that the Town Board authorize the Town Supervisor to consider the resolution described above at the next Town Board meeting.

I will be in attendance at your regularly scheduled January meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

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

Cc: Suzanne Zaso
Tim Keef

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated December 15, 2014 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an agreement with Monroe County to provide certain all season road work on County Roads within the Town for 2015, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an amendment agreement for the all seasons county/town work with Monroe County to provide certain all season road work on County Roads within the Town for 2015.

Dated: January 14, 2015

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

December 15, 2014

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

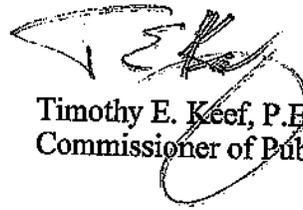
re: 2015 All Seasons Work Amendatory Agreement
with the Monroe County Department of Transportation (MCDOT)

Dear Chairman Werner and Committee Members:

The Town of Brighton provides some services (i.e. mowing, dead animal collection, etc.) along Monroe County roads via an agreement with the Monroe County Department of Transportation. At this time I am requesting your support to renew said agreement with the MCDOT for the upcoming 2015 season in accordance with the following rates. If the Finance and Administrative Services Committee concurs, please approve the Supervisor to execute this document.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 16, 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

attachment

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



Department of Transportation
Monroe County, New York

Maggie Brooks
County Executive

Terrence J. Rice, P.E.
Director

December 9, 2014

Tim Keef
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: 2015 AMENDATORY AGREEMENT - ALL SEASONS COUNTY/TOWN WORK AGREEMENT

Dear Mr. Keef:

Enclosed, please find three copies of the Amendatory Agreement for the *All Seasons County/Town Work Agreement* for 2015. The original Agreement was executed by your Town Board and Terrence J. Rice in 2007 and the Agreement allows for the renewal "upon mutual written consent of the parties for additional one-year terms, for a maximum agreement term of ten years."

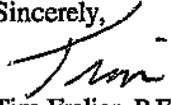
Enclosed are new Appendices A & B for 2015. Appendix A reflects the new fringe rates for 2015. As recommended and agreed to following the work of the Fringe Rate Task Group in 2002, the maximum fringe rates value each year will be either the Monroe County's fringe rate or the actual town rate if less than the county rate. This year the County's actual fringe rate is 60.38% and the calculated fringe rate for all towns/villages exceeds the County's fringe rate. Therefore all towns/villages will be paid the County's fringe rate of 60.38% for 2015.

Please have your Town Supervisor authorize and sign all three copies of the Amendatory Agreements. **Kindly return all three copies to Joyce Cordello, Principal Permit Assistant, Monroe County Department of Transportation, 50 West Main Street, Suite 6100, Rochester, New York 14614.** Please include a Town/Village Board Resolution as applicable.

Once all the documents are received and we have verified that your insurance documentation currently on file is valid, I will execute the Agreements and return a signed copy to you.

If you have any questions regarding this Agreement, please feel free to contact me at 753-7731.

Sincerely,


Tim Frelie, P.E.
Associate Engineer

TF:bm

Attached

cc: T. Rice
J. Cordello
File

**AMENDMENT for
"All Seasons County/ Town Work Agreement"**

THIS AMENDMENT ("Amendment") shall be deemed to be dated as of the last date executed by a party hereto, by and between the COUNTY OF MONROE (the "County"), a municipal corporation acting by and through its Department of Transportation, said offices being located at 50 West Main Street, Suite 6100, Rochester, New York 14614, and Town of Brighton, located at 2300 Elmwood Avenue, Rochester, NY 14618, hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of _____ (the "Agreement"), whereby the Town agreed to contract with the County for planned and unplanned work under the 'All Seasons County/Town Agreement' for services throughout Monroe County as set forth in the Agreement, and in accordance with the Monroe County Charter Section C6-19 B. (7); and

WHEREAS, the parties are desirous of amending the Agreement; to extend the term of the agreement for an additional one-year term for the year 2015 ; and update of the rates in Appendix 'A' and 'B'.

WHEREAS, the Town Board has authorized an amendment to the Agreement by Resolution No. _____, adopted _____; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of mutual covenants, it is agreed by the parties as follows:

1. In accordance with Paragraph 1 of the General Conditions of Agreement, the term of the Agreement shall be extended for one year; from January 1, 2015 to December 31, 2015;
2. Appendix 'A' and 'B' of the Agreement are deleted in its entirety and replaced by the new Appendix 'A' and 'B' for 2015 ;
3. All other terms and conditions of the Agreement shall remain in full force and effect.

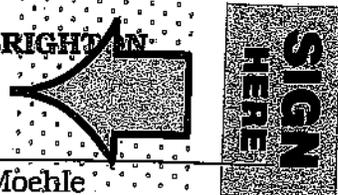
IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the last day and year written below.

COUNTY OF MONROE

By: _____
Terrence J. Rice, P.E.
Director of Transportation

TOWN OF BRIGHTON

By: _____
William Moehle
Supervisor
Federal Tax ID: _____



STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the _____ day of _____ in the year 201__ before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence J. Rice, Director of Transportation of Monroe County, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp

STATE OF NEW YORK)
COUNTY OF MONROE) SS.

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Signature and Stamp



APPENDIX A

**FRINGE RATES TO BE PAID PER LABOR HOUR FOR 2015
(Brighton)**

ALL HOURLY WORK	
Full Time/Regular Hours	60.38%
Full Time/Overtime Hours	36.33%
Part Time/Regular Hours	15.58%
Part Time/Overtime Hours	15.58%

APPENDIX B

MAR SERVICES

Roadside Mowing	\$85.25 / mile mowed each pass
Dead Animal Pickup	\$28.75 / center line mile
Roadside Pickup	N/A

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated December 23, 2014 from Chief of Police Mark T. Henderson regarding a request to authorize the acceptance of a \$250.00 donation to the Police Department by Dr. and Mrs. Sidney H. Sobel, be received and filed; and

BE IT RESOLVED, that the Town Board hereby gratefully accepts the donation of \$250.00 by Dr. and Mrs. Sidney H. Sobel and further amends the Police Department's 2015 Operating Budget by increasing the budget for Programs and Supplies (A.POLCE 3120 4.18) by said amount.

Dated: January 14, 2015

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



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

December 29, 2014

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

Dear Board Members:

Re: \$ 250.00 Donation Dr. & Mrs. Sobel

Recently, the Police Department received a donation of \$250.00 from Dr. & Mrs. Sobel of 200 Thackery Road, Brighton.

I request that the Town Board authorize the acceptance of this gift, and that the donation be recorded as revenue to the 2015 Police Department Operating Budget, I further request that the 2015 Police Department Operating Budget be amended to increase line **A.POLCE.3120 4.18 Programs and Supplies by \$250.00, to be fully supported by an increase in A.POLCE 3120.2705 Gifts and Donations.**

The donation will be placed in the budget line which supports the Brighton Police Department Youth Explorer program.

I have attached a copy of my letter to Dr. & Mrs. Sobel expressing the department's gratitude for this generous donation.

Sincerely,

Mark T. Henderson
Chief of Police

attachment



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

December 23, 2014

Dr. and Mrs. Sidney H. Sobel
200 Thackery Road
Rochester, NY 14610

Dear Dr. & Mrs. Sobel:

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

While it is not necessary to make direct donations to the department for services provided, your thoughtfulness and consideration help instill a strong community-oriented attitude in our officers. In keeping with the spirit of your donation, I have directed that the \$250.00 donation be placed in the budget line which supports community service functions, specifically the Brighton Police Department Youth Explorer program.

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

Sincerely,

Mark T. Henderson
Chief of Police

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated December 23, 2014 from Junior Town Engineer Chad Roscoe regarding a request to authorize the Supervisor to execute an agreement with Five Star Improvements, Inc. for kitchen renovations to the Carmen Clark Lodge at Town Park for a cost not to exceed \$25,300.00, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Five Star Improvements, Inc. as the lowest responsive and responsible bidder for kitchen renovations to the Carmen Clark Lodge at Town Park for a cost not to exceed \$25,300.00 subject to the review and approval of said agreement by the Attorney to the Town and, be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute change orders to said contract that do not exceed ten percent of the original contract price as set forth above.

Dated: January 14, 2015

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

12/23/14

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

Re: Award of RFQ
Carmen Clark Lodge Kitchen Renovations

Dear Councilperson Werner and Committee Members:

The RFQs for the above referenced project were sent to three contractors on December 15, 2014 and were due on December 23, 2014. A copy of the RFQs is attached for your reference. The Town received one RFQ back from the contractor which is shown in the table below.

Table - 1 RFQs Results Summary

<u>Name</u>	<u>Amount</u>
Five Star Improvements, Inc.	\$25,300

Town Staff reviewed the RFQs for completeness and accuracy and concluded that the RFQ submitted by Five Star Improvements, Inc., is a true representation of the costs to complete the project and the contractor is qualified to complete the works of the Contract. Therefore, I am requesting that FASC recommend that the Town Board award the RFQ for the Carmen Clark Lodge Kitchen Renovations to Five Star Improvements, Inc., for a cost not to exceed \$25,300.00. I further recommend that the Supervisor be authorized to execute any necessary change orders not to exceed ten percent (10%) of the project cost.

As always, thank you for your consideration. A representative from our department will be in attendance at your regularly scheduled January 6, 2015 meeting in the event that you have any questions regarding this matter.

Respectfully,

Chad J. Roscoe
Junior Engineer

Attachments

cc: S. Zaso, T. Keef, M. Hussar, M. Beeman



Town of Brighton

MONROE COUNTY, NEW YORK

DEPARTMENT OF PUBLIC WORKS

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

December 15, 2014

RE: Request for Quotes
Carmen Clark Lodge
Kitchen Renovations

Dear Sirs:

The Town of Brighton is seeking price quotes from qualified contractors to renovate the Kitchen at the Carmen Clark Lodge.

In addition to price, the following factors will be considered during the evaluation of the Quotes:

- Understanding of the project.
- Past performance with respect to commercial kitchen renovations.
- Knowledge of ADA regulations and requirements.

This quote neither commits the Town of Brighton to award a contract, nor reimburse any costs associated with the preparation or submittal of information in this regard. The Town reserves the right to reject any and all quotes, and to negotiate with any or all proposers, should it be deemed to be in the best interest of the Town of Brighton.

Project Description

The Carmen Clark Lodge is located at 777 Westfall Road also known as Brighton Town Park. The Lodge has a small kitchen. The kitchen will need to be renovated and refinished to meet current ADA rules and regulations per the attached plans.

Scope of Services

The Contractor shall provide the following services:

1. Provide a detailed cost estimate for the items listed including installation with identical products or approved equals for the renovation of the kitchen
2. Schedule of Construction.

Meetings

The contractor shall be prepared to attend a preconstruction meeting, and have regular visits from a Town representative during the renovation process.

Schedule

The Town anticipates awarding this contract at the January 14, 2015 Town Board Meeting and starting the renovations by February 2015. Construction should be completed within one month of the notice to proceed and no later than the end of March 2015.

Rates

This project is a public project and as such workers must be paid the NYS Prevailing Wage Rate. Wage Rates can be found at: <http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=1107739>
PRC# 2014010053

Bid Guarantee (n/a if submitted with previous quote)

Each quote must be accompanied by a Bid Guarantee which shall not be less than five percent (5%) of the total quote amount. The guarantee may be a certified check, bank draft, or a Bond. The bond shall be secured by a guarantee or surety company authorized to do business in the State of New York. No quote



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

will be considered unless it is accompanied by the required guarantee. Certified check or bank draft must be payable to the order of the Town of Brighton. Cash deposits will not be accepted. The Bid guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder.

Site Visit

It is recommended that a site visit be done by you the contractor to verify dimensions and utilities shown on the included drawings.

Tax

The Town of Brighton is exempt under New York State Tax Law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the quote.

Quote

The successful Quote will include the following information:

1. A brief description of three similar projects
2. A cost proposal
3. Identification of any possible conflicts of interest
4. Proof of insurance
5. Workers Comp
6. Non Collusive Bidding Certificate
7. Bid Security Form
8. 5% Bid Bond
9. Plumber must be licensed within the City of Rochester and registered with the Town of Brighton

Selection Process

The selected Contractor shall be a qualified and is regularly engaged in the type of work required by this quote.

Once all quotes have been reviewed, the recommended selection will be submitted to the Town Board for approval. All of the information contained in the quote, as well as the contractor's past history with the Town and the potential for conflicts of interest, will be evaluated in making a recommendation.

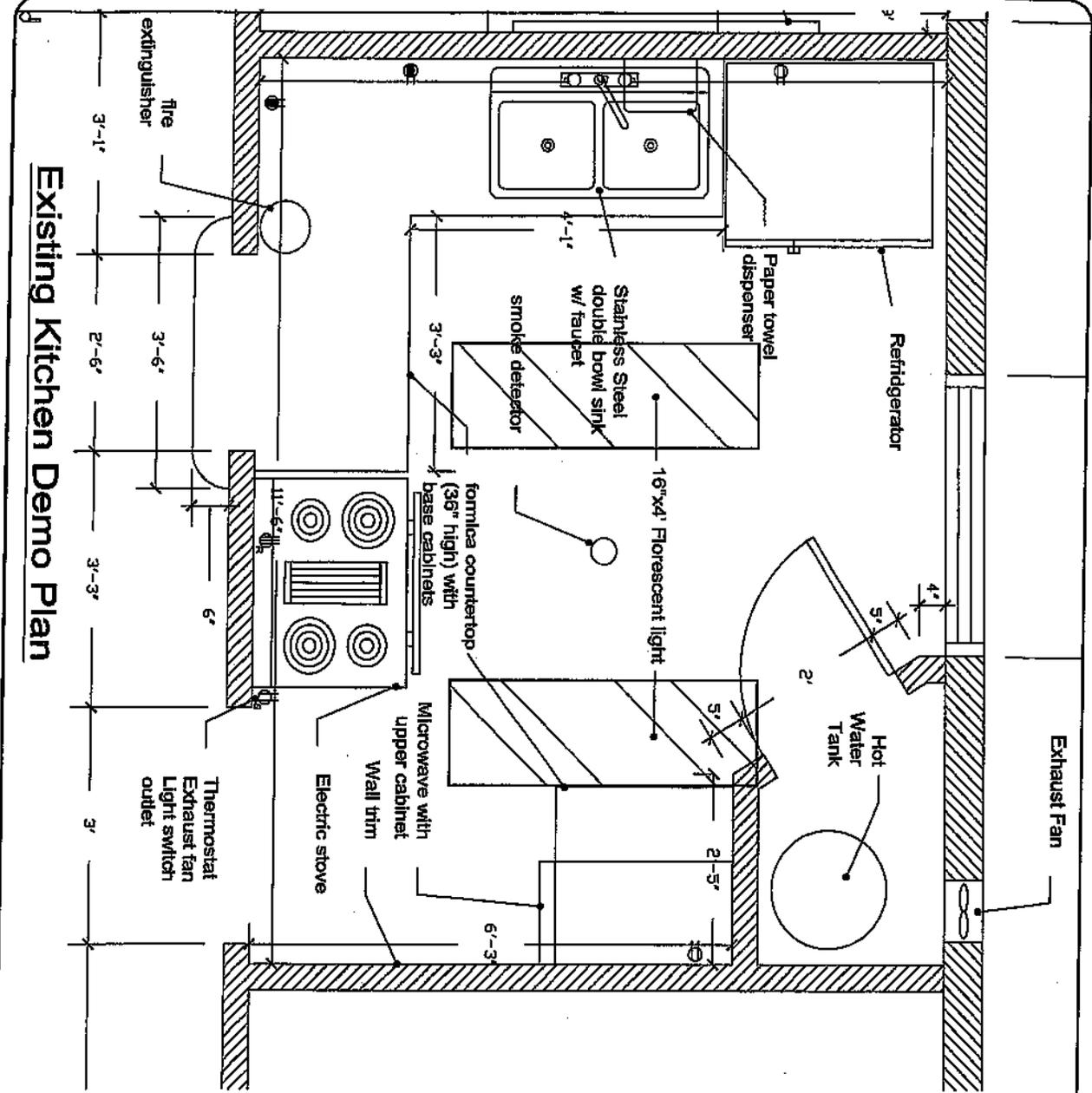
The Town may reject all proposers, or may negotiate with a proposer, at its sole option. All Contractors submitting a quote will be notified, upon final determination by the Town, of the contractor selected to perform the requested work.

An original of the attached itemized list and three copies of the quote should be sent to: Chad Roscoe, Town of Brighton, 2300 Elmwood Ave., Rochester, NY 14618. The proposals must be received at Town Hall by 5:00 PM on Tuesday, December 23, 2014. All questions must be in writing and responses will be made in writing and forwarded to all parties who have obtained the request for quotes. Please direct any questions about the project or the proposal process to Chad Roscoe, Junior Engineer, at 585-784-5224.

Sincerely,

Chad Roscoe
Junior Engineer

Attachment



Existing Kitchen Demo Plan

Exhaust Fan

Demo Notes

All Items listed below to be removed and disposed of by Contractor.

1. Kitchen Appliances
 - a. Refrigerator
 - b. Electric Stove
 - c. Microwave
 - d. Hot Water Tank
2. All Counter top and cabinets
3. All electrical outlets, switches and thermostats
4. Ceiling mounted lights
5. Sink, faucet and paper towel dispenser
6. All Exposed plumbing to be replaced
7. Exhaust fan
8. Baseboard wall trim

Contractor is responsible for supplying necessary dumpster for demolition material.

Contractor is responsible for turning off power from panel box during the remodel.

Excess material and debris to be removed and site swept daily.

*All information contained within these drawings have been taken from original building plans dated 3/18/1981 by Kotz & Schneider Landscape Architects, titled Brighton Park Building. These original plans are available for review at the Brighton Town Hall, Department of Public Works, 2300 Elmwood Avenue, Rochester NY 14618

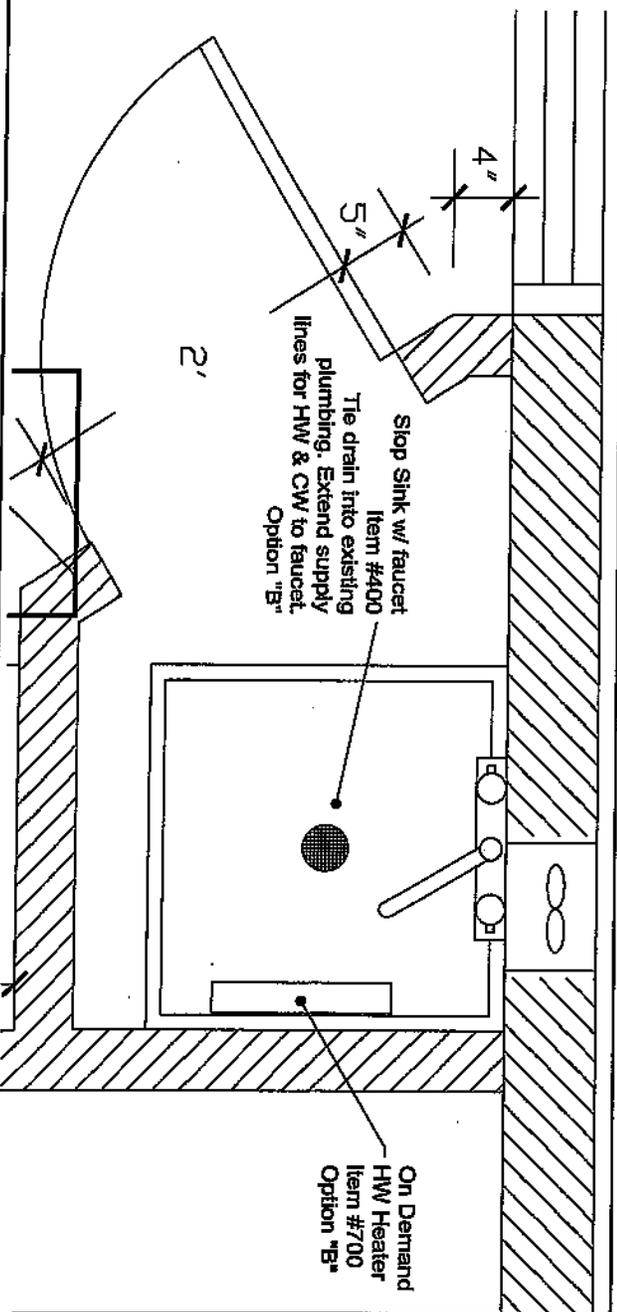
<p>BRIGHTON Department of Public Works 2300 Elmwood Avenue Rochester, NY 14618 (518) 462-2200</p>	<p>Contractor's Name: _____ Date: _____</p>	<p>Scale: _____ 5</p>
--	--	------------------------------------

Hotwater Heater Closet Options "B":

1. Install new electric tankless hotwater heater with all appurtenances (plumbing/electric). New tank shall be connected existing power supply and tied into panel box on other side of the wall with its own breaker.
2. Stop sink to be installed with new drain line tying into existing plumbing.
3. Stop sink faucet to be install. New supply lines for HW and CW to be installed also.

Contractor is responsible for supplying necessary dumpster for demolition material.

Contractor is responsible for turning off power from panel box during the remodel. Excess material and debris to be removed and site swept daily.



GENERAL NOTES:
 1. Contractor shall provide all necessary permits for demolition.
 2. Contractor is responsible for turning off power from panel box during the remodel.
 3. Excess material and debris to be removed and site swept daily.

All information contained herein was derived from the building plans and specifications prepared by Katz & Schindler Landscape Architects. These drawings are not to be used for any other project without the written consent of the architect. The Department of Public Works, 2000 Silverwood Avenue, Sacramento, CA 95833.

NO.	DESCRIPTION	DATE



Department of Public Works
 2000 Silverwood Avenue
 Sacramento, CA 95833
 916-224-4000

Contract Date: _____
 Revision: _____
 7

Item #	Location	Description	Unit	Amount	Qty	Unit Price	Cost
100	K	18.1 cu. ft. Top Freezer Refrigerator in White, Model # GTH18GBDWW	Each		1		600
200	K	1.7 cu. ft. Over the Range Microwave in White, Model # JWM6172DFWW	Each		1		250
300	K	Surface Mounted Roof-Paper-Towel dispenser, Bobrick Washroom Equipment Model B-72860	Each		1		130
400	K	Mop Service Basin, FIAT Products MSB 2424	Each		1		400
		Sink Faucet Model # 830-AA	Each		1		200
500	K	Kohler Self Rimming Kitchen Sink, Model # K-3346-3	Each		1		600
600	K	5.3 cu. ft. Electric Range (white) GE Model # JBS60DFWW or approved equal	Each		1		600
700	K	Rheem Tankless Electric Water Heater, Model # Rete 18	Each		1		800
1900	K	Armstrong Wall Base ("Cove Base"), 4"x120" VFT wall trim, TOB to determine color	LF	92	1		400
2000	K	International Kitchen Supply (cabinets, Oak finish)					
		36x34.5x24 sink base	Each		1		190
		28.375x34.5x16.5 Lazy Susan Corner Base Cabinet	Each		1		130
		24x34.5x24 Base Cabinet with drawer	Each		1		130
		18x34.5x24 Base Cabinet with drawer	Each		1		130
2100	K	Wilson High Wear Laminate Counter Top 107HW	Each		2		550
2200	K	Sheetrock UltraLight Mold Tough 1/2 in. x 4 ft. x 8 ft. Gypsum Board	SF	200	8		200
2300	K	180 CFM Through The wall Exhaust Fan	Each		1		240
2400	K	Recycled Vinyl Flooring (High Traffic Resilient), color to be determined by TOB	SF	330	1		1400
2500	K	Flourescent Wraparound White Surface Mount Fixture, Home Depot, Model # CEW101-06	Each		2		100
2700	K	Behr Premium Plus Ultra, 1-gal. #PPU9-19 Organic Field Eggshell Enamel Interior Paint, TOB to determine tint/color	SF	300	1		50
2800	K	Bobrick Washroom Equipment, Soap Dispenser for Liquid and Lotion Soaps, and Detergents Model B-40	Each		1		60
2900	K	Electrical (includes but not limited to the installation of switches, outlets, thermostates, timers, lights, fans, new runs, breakers, demo.)	LS				800
3000	K	Plumbing (includes but not limited to the removal of existing plumbing, modification of plumbing, installation, etc.)	LS				1,500
3200	K	Garbage Disposal insinkerator Badger 5, (1/2 HP)	Each		1		85
3400	K	1-Handle Side Sprayer Kitchen Faucet in Chrome	Each		1		75
3500	K	Microwave shelf to be fabricated by contractor, location above stove	Each		1		250

Total Project Cost w/ option "B"
(including time, labor & materials)

\$ 25,300

Numerals

Words

Twenty five thousand and three hundred dollars

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL

LOUISE NOVROS

CHRISTOPHER K. WERNER

JASON S. DIPONZIO

Councilpersons

BE IT RESOLVED, that the Town Board hereby designates Supervisor William W. Moehle as the Town's delegate at the Annual Meeting of the Association of Towns to be held February 18, 2015.

Dated: January 14, 2015

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

CERTIFICATE OF DESIGNATION

This form must be filed with:

THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NEW YORK 12207

NO LATER THAN FEBRUARY 6, 2015

In order to establish eligibility and credentials to vote at the 2015 Business Session

**TO: THE OFFICERS AND MEMBERS OF
The Association of Towns of the State of New York**

To Ensure Correct Spelling On Badges, Please Print Or Type

I, _____, Town Clerk of the Town of _____, in the
County of _____ and State of New York DO HEREBY CERTIFY that the town
board of the aforesaid town has duly designated the following named person to attend the Annual Business
Session of the Association of Towns of the State of New York, to be held in New York City, on February 18,
2015, and to cast the vote of the aforesaid town, pursuant to §6 of Article III of the Constitution and By-Laws
of said Association:

NAME OF VOTING DELEGATE _____

TITLE _____ **E-MAIL ADDRESS** _____

ADDRESS _____

In the absence of the person so designated, the following named person has been designated to cast the
vote of said town:

NAME OF ALTERNATE _____

TITLE _____ **E-MAIL ADDRESS** _____

ADDRESS _____

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town

this _____ day of _____, 20____

Town Clerk

ASSOCIATION OF TOWNS

OF THE
STATE OF NEW YORK

GERALD K. GEIST
Executive Director

KIMBERLY A. SPLAIN
Deputy Director

150 State Street
Albany, NY 12207

Telephone
Area Code 518-465-7983
Fax # 518-465-0724

LORI A. MITHIEN-DeMASI
Counsel

SARAH B. BRANCATELLA
Associate Counsel

KATHLEEN N. HODGDON
Associate Counsel

December 31, 2014

Dear Town Clerk:

I am writing to encourage your town board to designate a delegate and alternate delegate to send to the Association's Annual Business meeting, which is scheduled for the last day of the Annual Meeting (Wednesday, February 18, 2015). Our bylaws provide that delegates, from member towns, serve an important function at the Annual Business Meeting including electing the president, five vice presidents and approving the Association's legislative platform. In addition, the delegates will hear a presentation on the Association's budget and will be afforded an opportunity to comment or ask questions at the budget hearing on Sunday, February 15th. While it is customary to designate the town supervisor to serve as the town's voting delegate, it is important to note that the town board may also designate another town officer who will be attending the meeting to serve as the town's alternate delegate.

In any event, in order for your town to have a vote at our annual business meeting, the delegate form must be submitted prior to the meeting and someone must be physically present in order for the towns vote to count.

In order for your town's delegate to vote at the Annual Business Meeting the town board must adopt a resolution designating a delegate. I also encourage your town board to designate an alternate in the event that the delegate is unable to attend the meeting. Please submit the enclosed Certificate of Designation to the Association of Towns no later than February 6, 2015.

In order for your towns delegate or alternate to vote at the annual business meeting your towns 2015 dues must be paid on or before February 17th. We respectfully request that you adhere to the February 17th deadline because the credentials committee is required to compare certificates of designation against dues paid to ensure that the delegate or alternate is representing a member town.

Kindest regards,

Gerald K. Geist
Executive Director

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that the Town Board hereby appoints James R. Wentworth of 1566 Crittenden Road, Rochester, NY 14623 to the Planning Board of the Town of Brighton to fill the term through December 31, 2019 created by a vacancy left by the resignation of a member of the Planning Board.

Dated: January 14, 2015

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

JAMES R. VOGEL

LOUISE NOVROS

CHRISTOPHER K. WERNER

JASON S. DIPONZIO

Councilpersons

BE IT RESOLVED, that the Town Board hereby appoints Daniel Cordova of 179 Penarrow Road, Rochester, NY 14618 to the Planning Board of the Town of Brighton effective immediately through December 31, 2015 to fulfill the unexpired seven year term created by a vacancy left by the resignation of a member

Dated: January 14, 2015

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that the Town Board hereby appoints Andrea Tompkins Wright of 45 Rensselaer Drive, Rochester, NY 14618 to the Zoning Board of Appeals of the Town of Brighton to fulfill an unexpired term created by a vacancy left by the resignation of a member, effective immediately through December 31, 2018.

Dated: January 14, 2015

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that the Town Board hereby appoints Jeanne Dale of 147 Chelmsford Road, Rochester, NY 14618 to the Zoning Board of Appeals of the Town of Brighton to fulfill an unexpired term created by a vacancy left by the resignation of a member, effective immediately through December 31, 2015.

Dated: January 14, 2015

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated December 30, 2014 from Mary Louise Conrow, Esq. regarding rates for 2015 for legal services in connection with the Town Police matters, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Mary Louise Conrow, Esq. for legal services in connection with certain Town Police matters at the new hourly rates set forth in said correspondence.

Dated: January 14, 2015

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



**Coughlin &
Gerhart LLP**

ATTORNEYS AND COUNSELORS

BAINBRIDGE
BINGHAMTON
HANCOCK
ITHACA
MONTROSE
OWEGO

www.cglawoffices.com

99 Corporate Drive
Binghamton, New York 13904

Mailing Address:
PO Box 2039
Binghamton, NY 13902-2039
(607) 723-9511
(877) COUGHLIN
Fax: (607) 723-1830
e-mail: MConrow@cglawoffices.com

December 30, 2014

Chief Mark T. Henderson
Brighton Police Dept.
2300 Elmwood Avenue
Rochester, NY 14618

Re: Rates for 2015

Dear Chief:

As you know, our firm has been very cognizant of the current financial conditions of all of our clients.

However, as you can surmise, our cost of doing business has continued to increase over the last several years. In order to assist with our increased costs, but also to be mindful of your continuing financial issues, it has been decided that our rates will be given a modest increase of \$10 per hour. Therefore, my rates will go from \$235 to \$245 per hour, and the travel will increase from \$170 to \$180 per hour.

We are hopeful that this increase will not significantly impact upon your cost of doing business with us. As always, I will continue to use attorneys billing at a lower rate when possible. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,
COUGHLIN & GERHART, LLP


Mary Louise Conrow, Esq.
Partner

MLC:kmt



**Coughlin &
Gerhart LLP**
ATTORNEYS AND COUNSELORS

BAINBRIDGE
BINGHAMTON
HANCOCK
ITHACA
MONTROSE
OWEGO

www.cglawoffices.com

99 Corporate Drive
Binghamton, New York 13904

Mailing Address:
PO Box 2039
Binghamton, NY 13902-2039
(607) 723-9511
(877) COUGHLIN
Fax: (607) 723-1530
e-mail: MConrow@cglawoffices.com

January 12, 2015

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"). This letter will amend our previous engagement letter in relation to our hourly rate. Both the hourly rate and travel rate will increase by \$10.00 per hour. All other terms of Brighton's previously executed retention agreement remain the same.

If this is 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

William W. Moehle, Supervisor
Town of Brighton

2

January 12, 2015

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

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

TOWN OF BRIGHTON

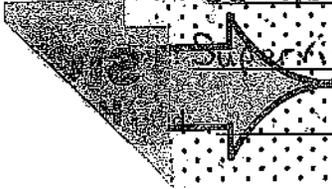
By: _____

(Signature)

Name: William W. Moehle

(Print Name)

Supervisor, Town of Brighton



**2015 FEE POLICIES OF
COUGHLIN & GERHART, LLP**

Determination of Fees - Amount

Our fees for services as your attorneys are determined by the education, experience, and licensing required by the task we are engaged to undertake and by the time we expend on the matter. We also consider such other factors as:

- 1) **Exclusivity:** Will your matter prohibit us from being retained by others due to present or future potential conflicts of interest?
- 2) **Time constraints:** Is your matter of an urgent (or emergency) nature which will require us to place your matter before other already-pending matters?
- 3) **The amount at risk, the effort required, the responsibility of the Firm, and the result anticipated and achieved.**
- 4) **Our prior relationship.**

Charges are adjusted from standard hourly rates to consider any of the foregoing. You will be requested to execute a written Retainer Agreement reflecting our fee arrangement and acknowledging your understanding of and agreement to our fee policies.

Hourly Billing Rates

Our hourly billing rates reflect the value of the experience and skill of the individuals performing the work. In an effort to maintain reasonable fees, it is our commitment to delegate work whenever appropriate to the person with the lowest hourly billing rate capable of performing it. Non-licensed personnel, including paralegals and legal interns, are trained to work within the limits of their legal authority and specialty areas, and to refer appropriate inquiries to attorneys.

Our Firm has invested its resources in the creation of legal systems and state-of-the art automated equipment necessary to implement them so that attorney and paralegal time in the delivery of legal services is minimized. When automated systems are used in the preparation of legal documents, there is an hourly charge as listed below.

<u>TITLE</u>	<u>HOURLY RATE</u>
Partner	\$245
Associate	\$200
Paralegal	\$130
Of Counsel	\$200 - \$320
Travel	\$180

Legal services for which charges are made may include court appearances, telephone and office conferences (including staff conferences between attorneys and/or paralegals and legal assistants when work is being delegated), legal research, document preparation, correspondence, and travel to and from conferences and court appearances. All time spent on your matter is entered on our records and is reflected in monthly

2015 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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated December 12, 2014 from Richard Levin regarding a \$2,000.00 donation to the Brighton Seniors Program from the Jack G. Lubelle Foundation, Inc., be received and filed; and

BE IT RESOLVED, that the Town Board hereby gratefully accepts the donation of \$2,000.00 to the Brighton Senior Program from the Jack G. Lubelle Foundation , Inc.

Dated: January 14, 2015

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

JACK G. LUBELLE FOUNDATION, INC.
48 South Avenue, Suite B
Webster, NY 14580
Tel. (585) 546-1383

December 12, 2014

Town of Brighton-Brighton Seniors
220 Idlewood Road
Rochester, NY 14618

To Whom it May Concern:

I enclose a check in the amount of \$2,000.00 to be used in accordance with your charitable purposes.

Very truly yours,



Richard S. Levin
Secretary

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 5, 2015 from Chief of Police Mark T. Henderson regarding a request to authorize the acceptance of a \$800.00 donation to the Brighton Police Department for Elder Abuse training from the LifeSpan of Greater Rochester, be received and filed; and

BE IT RESOLVED, that the Town Board hereby gratefully accepts the donation of \$800.00 to the Brighton Police Department from the LifeSpan of Greater Rochester and hereby amends the Police Department Operating Budget for 2015 in said amount by adding \$800.00 to the Office Furniture Account (A.POLCE 3120 2.12).

Dated: January 14, 2015

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



Town of Brighton

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



Mark T. Henderson
Chief of Police

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

January 5, 2015

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

Re: Donation and Appropriation

Dear Board Members:

Recently, the Police Department received \$800.00 in funding from Lifespan of Greater Rochester for the Elder Abuse Training that a number of our officers attended. There were no costs incurred by the police department for this training.

I request that the Town Board authorize the acceptance of this funding. I further request that the 2015 Police Department Operating Budget be amended to increase expenditures in **A.POLCE 3120 2.12 Office Furniture** by \$800 to be fully supported by an increase in revenues **A.POLCE.3120 1589 Public Safety** of the same amount. I am planning on putting these funds towards upgrading the patrol officers' work stations.

Sincerely,

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

Mark T. Henderson
Chief of Police

MTH:jpo

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 5, 2015 from Finance Director Suzanne Zaso regarding a request to authorize budget transfers needed to fund the 2% cost of living adjustment provided to non-represented Town employees and Town employees represented by the Teamsters Union, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the budget transfers needed as set forth in the attachment to the above referenced correspondence to fund the 2% cost of living adjustment provided to non-represented Town employees and Town employees represented by the Teamsters Union.

Dated: January 14, 2015

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) 784-5398

January 5, 2015

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

Re: 2015 Budget Transfers for Cost of Living Increases

Dear Honorable Members:

Since cost of living increases for non-represented employees and Teamsters union represented employees were not announced or negotiated prior to the adoption of the 2015 Town Budget, I am requesting Town Board authorization to post the attached budget transfers to reflect the 2% cost of living increases that have now been given to these employee groups for 2015.

I will be happy to respond to any questions you may have regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne E. Zaso".

Suzanne E. Zaso
Director of Finance

attachment

DEBIT

A	UNDST	9000	8.40	\$70,240
A	UNDST	9000	8.20	\$5,370
D	HWY	9000	8.40	\$5,460
D	HWY	9000	8.20	\$420
L	LIBRY	7410	8.40	\$24,630
SF	FIRED	3415	8.20	\$100
SS	SEWER	8120	8.40	\$2,110
SS	SEWER	8120	8.20	\$160
A	DPW	7021	4.71	\$1,720

110,210.00

CREDIT

A	ASSOR	1355	1.10	\$2,590	A	ASSOR	1355	1.20	\$0	A	ASSOR	1355	8.20	\$200
A	BOARD	1010	1.10	\$1,760	A	BOARD	1010	1.20	\$0	A	BOARD	1010	8.20	\$130
A	CLERK	1330	1.10	\$1,580	A	CLERK	1330	1.20	\$0	A	CLERK	1330	8.20	\$120
A	CLERK	1410	1.10	\$2,090	A	CLERK	1410	1.20	\$640	A	CLERK	1410	8.20	\$210
A	CLERK	1610	1.10	\$0	A	CLERK	1610	1.20	\$550	A	CLERK	1610	8.20	\$40
A	DPW	1490	1.10	\$6,800	A	DPW	1490	1.20	\$0	A	DPW	1490	8.20	\$520
A	DPW	1620	1.10	\$2,490	A	DPW	1620	1.20	\$0	A	DPW	1620	8.20	\$190
A	DPW	3410	1.10	\$1,400	A	DPW	3410	1.20	\$770	A	DPW	3410	8.20	\$170
A	DPW	7021	1.10	\$5,450	A	DPW	7021	1.20	\$660	A	DPW	7021	8.20	\$470
A	DPW	7021	1.60	\$1,720	A	DPW	8020	1.20	\$800	A	DPW	8020	8.20	\$540
A	DPW	8020	1.10	\$6,220	A	FINCE	1310	1.20	\$530	A	FINCE	1310	8.20	\$370
A	FINCE	1310	1.10	\$4,260	A	FINCE	1680	1.20	\$0	A	FINCE	1680	8.20	\$180
A	FINCE	1680	1.10	\$2,310	A	HIST	7510	1.20	\$90	A	HIST	7510	8.20	\$10
A	HIST	7510	1.10	\$0	A	HWY	5010	1.20	\$0	A	HWY	5010	8.20	\$170
A	HWY	5010	1.10	\$2,250	A	HWY	5132	1.20	\$150	A	HWY	5132	8.20	\$10
A	HWY	5132	1.10	\$0	A	JSTCE	1110	1.20	\$740	A	JSTCE	1110	8.20	\$530
A	JSTCE	1110	1.10	\$6,150	A	POLCE	3120	1.20	\$2,510	A	POLCE	3120	8.20	\$630
A	POLCE	3120	1.10	\$5,780	A	POLCE	3510	1.20	\$1,000	A	POLCE	3510	8.20	\$80
A	POLCE	3510	1.10	\$0	A	PRSNL	1430	1.20	\$940	A	PRSNL	1430	8.20	\$70
A	PRSNL	1430	1.10	\$0	A	REC	6772	1.20	\$150	A	REC	6772	8.20	\$100
A	REC	6772	1.10	\$1,210	A	REC	7020	1.20	\$360	A	REC	7020	8.20	\$385
A	REC	7020	1.10	\$4,715	A	SUPVR	1220	1.20	\$0	A	SUPVR	1220	8.20	\$245
A	SUPVR	1220	1.10	\$3,295	D	HWY	5110	1.20	\$0	D	HWY	5110	8.20	\$360
D	HWY	5110	1.10	\$4,740	D	HWY	5140	1.20	\$0	D	HWY	5140	8.20	\$60
D	HWY	5140	1.10	\$720	L	LIBRY	7410	1.20	\$9,360	L	LIBRY	7410	8.20	\$1,750
L	LIBRY	7410	1.10	\$13,520	SF	FIRED	3415	1.20	\$0	SF	FIRED	3415	8.20	\$10
SF	FIRED	3415	1.10	\$90	SS	SEWER	8120	1.20	\$80	SS	SEWER	8120	8.20	\$160
SS	SEWER	8120	1.10	\$2,030										

\$83,170

\$19,330

\$7,710

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that a memorandum dated January 6, 2015 from Finance Director Suzanne Zaso regarding a request to authorize the Supervisor to execute an agreement with Northeast Association Management, Inc. to provide tail claims administration for 2015 for pre-2010 workers compensation claims at no cost to the Town, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Northeast Association Management, Inc. to provide tail claims administration for 2015 for pre-2010 workers compensation claims at no cost to the Town.

Dated: January 14, 2015

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: January 6, 2015
Subject: Contract for Workers' Comp Tail Claim Administration

I am recommending that the Town Board authorize the Supervisor to execute an agreement with Northeast Association Management, Inc. (NEAMI) to provide tail claims administration of the Town's pre-2010 workers' compensation claims at no cost to the Town for 2015.

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.

Cc: Gary Brandt

**Northeast Association Management, Inc. (NEAMI)
Program Agreement for Third Party Administration Services**

THIS AGREEMENT dated as of _____ is entered into by and between Northeast Association Management, Inc. ("NEAMI") and **The Town of Brighton, N.Y.** (the "Customer") for administrative services to be provided by NEAMI in connection with the Customer's obligation to secure and provide worker's compensation for and to its employees.

WITNESSETH:

WHEREAS, the Customer desires to engage NEAMI to provide Worker's Compensation Law claims administration services for certain "tail claims" that have arisen prior to **January 1, 2010**;

WHEREAS, this Agreement does not apply to claims arising after **January 1, 2010**;

WHEREAS, this Agreement is not a contract of insurance;

NOW THEREFORE, the parties hereby agree as follows:

- (1) **Term.** This agreement shall be effective **January 1, 2015** and shall continue in force for one year, unless earlier terminated.
- (2) **Services.** During the term of this Agreement, NEAMI shall provide the Customer with third-party claims administration services with respect to all existing indemnity and medical worker's compensation claims and all Worker's Compensation Board awards that have arisen prior to **January 1, 2010** (collectively, "Tail Claims"). To that end, NEAMI will, as appropriate:
 - a. Process Tail Claims and the disbursement of "Benefit Payments" (as defined below) pursuant to such claims to claimants and providers entitled to such payments from the Customer within the timeframe required by the Worker's Compensation Law;
 - b. Contract with CorVel Corporation or another third party for review of medical bills and with PMSI or another third party for pharmacy benefit management services, at the sole cost and expense of the Customer;
 - c. Pay Worker's Compensation Board awards within the timeframe required by the Worker's Compensation Law, provided that the Customer advances the funds required and approves such payments in accordance with the requirements of Section 6 below;

- d. Promptly advise the Customer of Worker's Compensation Board decisions related to each Tail Claim;
- e. Recommend to the Customer whether to request a modification, rescission or review of an award or decision of the Worker's Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal. For other administrative decisions approved by an Administrative Law Judge, NEAMI may initiate a challenge if it reasonably believes necessary;
- f. in the event of a factual error in an administrative decision, NEAMI may seek correction without the Customer's prior approval
- g. Cause all required forms to be prepared and filed;
- h. Contact the injured employee or employees, as appropriate;
- i. retain and supervise legal counsel on behalf of and at the sole cost and expense of the Customer necessary for the prosecution or defense of any litigation. Choice of counsel is subject to the prior approval of the Customer, which approval shall not be unreasonably withheld or delayed;
- j. Attend compensation hearings.

(3) **Fees.** For each Tail Claim, the Customer shall pay an annual fee as set forth in Schedule A, attached hereto (the "Administration Fee"). In addition to the Administrative Fee, the Customer shall pay all costs and expenses related to the administration of Tail Claims, including, but not limited to the fees of CorVel Corporation and PMSI, attorney fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjustor fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Customer (collectively, the "Allocated Loss Adjustment Expenses").

(4) **Payment of Benefit Payments.** In addition to paying the Administration Fee and the Allocated Loss Adjustment Expenses, the Customer shall be responsible for the payment of all benefits to claimants, providers and other vendors related to all Tail Claims (the "Benefit Payments").

(5) **Invoicing and Processing of Payments.**

- a. **Administration Fee.** The Administration Fee shall be billed for each Tail Claim on an annual basis and shall be due in full within thirty (30) days of issuance.

b. Allocated Loss Adjustment Expenses. See Section 6 below.

c. Benefit Payments. See Section 6 below.

(6) **Customer Benefit Payments and Allocated Loss Adjustment Expenses.** The Customer shall select and notify NEAMI in writing whether it will fund its obligations by wire transfer or cash advance as follows:

a. If paying by wire transfer, upon execution of this Agreement, the Customer shall wire to NEAMI the sum of **\$4,800**, representing the estimated sum of Benefit Payments and Allocated Loss Adjustment Expenses to be made during a 30 day period (the "Deposit"). NEAMI will maintain the Deposit in a bank account. At any time during the term of this Agreement, NEAMI may adjust the amount required for the Deposit. In the event of an increase in the Deposit, or if any of the Deposit is used to cover the Customer's obligations contained in this Agreement, the Customer shall promptly replenish the Deposit by wire transfer. In the event of a decrease in the estimated Deposit, NEAMI shall return the excess to the Customer.

i. Approval and Processing of Benefit Payments and Allocated Loss Adjustment Expenses. Not less than seventy-two (72) hours prior to the deadline for mailing checks and not less than forty-eight (48) hours prior to actual mailing, NEAMI shall provide the Customer with a check register for each check run drawn on such bank account. Within 48 hours, the Customer shall review the check register and notify NEAMI of its approval in writing. If satisfactory to the Customer, the Customer shall wire to NEAMI sufficient funds to cover all payments reflected in the register. NEAMI will not make any payment unless the Customer has approved and deposited sufficient funds to cover such payments. If the Customer is unable to timely advance such funds to NEAMI, NEAMI will draw on the Deposit to cover the Customer's obligations. The Customer shall be identified on each check as the insurer.

b. If paying by cash advance, upon execution of this Agreement, the Customer shall deposit with NEAMI the sum of **\$14,400**, representing the estimated sum of Benefit Payments and Allocated Loss Adjustment Expenses to be made during the first 90 days of this Agreement. That sum shall be deposited in a separate bank established by NEAMI. At any time during the term of this Agreement, NEAMI may adjust the estimated sum of Benefit Payments and Allocated Loss Adjustment Expenses to be made during a ninety (90) day timeframe. In the event of an increase in such estimate, the Customer shall promptly forward such difference to NEAMI. In the event of a decrease in such estimate, NEAMI will hold the excess funds to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and future contributions of the Customer will be reduced accordingly. On a monthly basis, the Customer shall advance to NEAMI a sum

equal to one-third of the then current 90 day Benefit Payment and Allocated Loss Adjustment Expenses estimate.

- i. Approval and Processing of Benefit Payments and Allocated Loss Adjustment Expenses. Not less than seventy-two (72) hours prior to the deadline for mailing checks and not less than forty-eight (48) hours prior to actual mailing, NEAMI shall provide the Customer with a check register for each check run drawn on such bank account. The Customer will then have forty-eight (48) hours to notify NEAMI of its approval in writing. NEAMI will not make any payment unless the Customer has approved and has deposited sufficient funds to cover such payments.

(7) **Customer Compliance with Worker's Compensation Law.** In entering this Agreement, the Customer does not assign or delegate any responsibility it has under the Worker's Compensation Law, including without limitation, its obligation to provide compensation to its employees and all reporting and record retention obligations it may have. NEAMI neither accepts nor assumes any such responsibility in whole or in part. The Customer is responsible for all fines and penalties issued in connection with its obligations under the Worker's Compensation Law.

(8) **Settlement of Tail Claims.** All settlements require Customer approval unless otherwise agreed to in writing by the Customer and NEAMI.

(9) **Indemnification.** NEAMI shall not incur any liability with respect to any of the Customer's obligations. The Customer hereby indemnifies, defends and holds harmless NEAMI, its subcontractors and their respective affiliates, owners, partners, members, officers, directors, shareholders, agents and employees from and against any and all claims, liabilities, damages and expenses of any kind, including reasonable attorney's fees and disbursements (collectively, "Losses") except to the extent such Losses are solely caused by NEAMI's gross negligence or willful misconduct. The Customer's obligations under this paragraph shall survive the expiration or earlier termination of this Agreement.

(10) **Obligations of Customer.** The Customer shall cooperate fully by supplying any information needed or helpful to defend any action and any other information NEAMI may request. If another servicer is currently holding Customer funds related to its Worker's Compensation obligations, the Customer shall direct such servicer to either refund such funds, or advance such funds directly to NEAMI. Upon request of NEAMI, the Customer shall attend hearings and trials, and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of all suits or proceedings. The Customer shall arrange so that all claims and all related inpatient and outpatient provider bills of any type, as well as all other correspondence that is received relating to Tail Claims are sent directly to NEAMI. Any costs and expenses incurred by the Customer in the fulfillment of these obligations shall be the

direct responsibility of the Customer. The obligations contained in this paragraph shall survive the expiration or earlier termination of this Agreement.

(11) **Electronic Data Interchange and File Transfers.** The parties acknowledge that the Worker's Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, (the "EDI"). Upon execution of this Agreement and continuing for the term thereof, the Customer shall promptly provide to NEAMI or direct any third party to provide to NEAMI all records required by EDI and any other information required by the Worker's Compensation Board. Information shall be provided at the sole cost and expense of the Customer in a form reasonably acceptable to NEAMI. The Customer shall be solely responsible for any fines and penalties incurred as a result of its failure to provide the requested information.

(12) **Termination of Agreement.** Either party may terminate this Agreement on thirty (30) days' notice to the other party. In the event of nonpayment by the Customer of any amount owed NEAMI; NEAMI may terminate this Agreement immediately upon notice to the Customer. Upon termination, all outstanding invoices rendered by NEAMI shall become immediately payable by the Customer and invoices in respect of services provided prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of an invoice by NEAMI.

(13) **Notices.** The parties agree that notices under this Agreement shall be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the Customer's contact shall constitute notice to the Customer.

If to the Customer:

Attn: Suzanne Zaso
Fax: 585-784-5396
Email: Suzanne.zaso@townofbrighton.org
Phone: 585-784-5210

If to NEAMI:

Attn: Paul Jahn
Fax: 1-877-737-6232
Email: pjahn@neami.com
Phone: 518-220-1111

(14) **Not a Contract of Insurance.** Under no circumstances will NEAMI advance its own funds on behalf of the Customer. NEAMI is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Customer's Worker's Compensation program.

(15) **Applicable Law.** The parties agree that this Agreement shall be construed under and governed by the laws of the State of New York.

- (16) **Force Majeure.** NEAMI shall not be responsible for nonperformance or defective or late performance of its obligations hereunder to the extent and for such periods of time as such nonperformance, defective or late performance is due to causes beyond its control and occurring without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.
- (17) **Third Parties.** This Agreement is not intended and shall not be construed to create any rights in any third party.
- (18) **Amendment of Agreement.** This Agreement may not be modified or amended except in writing signed by both parties.
- (19) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of the Agreement, which shall be in full force and effect and enforceable in accordance with its terms.
- (20) **Entire Agreement; Waiver.** This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties. No waiver or discharge of any breach of this Agreement shall be effective unless it is in writing signed by the party granting such waiver or discharge. Any waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of any provision of this Agreement.
- (21) **Counterparts.** This Agreement may be executed in multiple counterparts, but all such counterparts shall together constitute a single, complete and fully executed document.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Customer and NEAMI have duly executed this Agreement as of the day and year first above written

Northeast Association Management, Inc.

By:

Town of Brighton, N.Y.

By:

Schedule A

Fees

Indemnity Tail Claims \$0 per year per claim

Medical Tail Claims \$0 per year per claim

The above referenced fees are in addition to those costs and expenses referred to in the Agreement.

**PERMA
CLAIM REGISTER**

Loss Date 01/01/1994 To 01/01/2010
As Of Date: 12/29/2014
For Coverage Years: 1994 Through 2009
Open Claims Only

For Member: (1304) Town of Brighton	Claimant:	Deductible	Indemnity	Medical	Expense	Total
Totals For Coverage No.: WC T001304-03 01/01/2003 To 01/01/2004						
Claim No: 2003019	Gonzalez, Joseph	999999999	Incurred	110,000.00	12,718.36	737,889.56
Loss Date: 10/23/2003	Status: Open		Total Paid	98,387.70	9,957.26	335,178.56
Reported Date: 10/23/2003	Description: 10/6/2005 10:55 AM (lis) PER C2, CLMT WAS CARRYING BACK PACK BLOWN BY WIND TO THE POINT OF IMPACT		PERMA Paid	0.00	9,957.26	335,178.56
Adjuster: Teri A Meservey			Total Recovery	514.43	0.00	0.00
			Out Reserves	11,612.30	2,761.10	402,711.00
Totals For: (1304/1) Town of Brighton Coverage Year 2003						
	Open Claims: 1		Incurred	110,000.00	12,718.36	737,889.56
	Closed Claims: 0		Total Paid	98,387.70	9,957.26	335,178.56
	Total Claims: 1		Member Paid	98,387.70	9,957.26	335,178.56
			PERMA Paid	0.00	0.00	0.00
	Total Recovery		Total Recovery	514.43	0.00	514.43
	Out Reserves		Out Reserves	11,612.30	2,761.10	402,711.00
Totals For Coverage No.: WC T001304-03 01/01/2003 To 01/01/2004						
	Open Claims: 1		Incurred	110,000.00	12,718.36	737,889.56
	Closed Claims: 0		Total Paid	98,387.70	9,957.26	335,178.56
	Total Claims: 1		Member Paid	98,387.70	9,957.26	335,178.56
			PERMA Paid	0.00	0.00	0.00
	Total Recovery		Total Recovery	514.43	0.00	514.43
	Out Reserves		Out Reserves	11,612.30	2,761.10	402,711.00
Totals For Coverage No.: WC T001304-97 01/01/1997 To 01/01/1998						
For Member: (1304) Town of Brighton						
Totals For Coverage No.: WC T001304-97 01/01/1997 To 01/01/1998						
Claim No: 970012	Claimant: Clune, Patrick	999999999	Incurred	234,643.21	16,195.00	711,929.41
Loss Date: 04/16/1997	Status: Open		Total Paid	103,158.94	14,114.33	281,913.27
Reported Date: 04/16/1997	Description: 10/5/2005 03:16 PM (lis) CLMT PURSUED SUSPECT OF BURGLARY ON FOOTING AT THE LOWBACK AND LEANBACK		PERMA Paid	0.00	0.00	0.00
Adjuster: Teri A Meservey			Total Recovery	128.89	0.00	128.89

**PERMA
CLAIM REGISTER**

Loss Date 01/01/1994 To 01/01/2010
 As Of Date: 12/29/2014
 For Coverage Years: 1994 Through 2009
 Open Claims Only

	Deductible	Indemnity	Medical	Expense	Total
Totals For: (1304/1) Town of Brighton Coverage Year 1997					
Out Reserves		296,451.20	131,484.27	2,080.67	430,016.14
Open Claims:	1	461,091.20	234,643.21	16,195.00	711,929.41
Closed Claims:	0	164,640.00	103,158.94	14,114.33	281,913.27
Total Claims:	1	164,640.00	103,158.94	14,114.33	281,913.27
Member Paid		0.00	0.00	0.00	0.00
PERMA Paid		0.00	128.89	0.00	128.89
Total Recovery		0.00	128.89	0.00	128.89
Out Reserves		296,451.20	131,484.27	2,080.67	430,016.14
Totals For Coverage No.: WC T001304-97 01/01/1997 To 01/01/1998					
Open Claims:	1	461,091.20	234,643.21	16,195.00	711,929.41
Closed Claims:	0	164,640.00	103,158.94	14,114.33	281,913.27
Total Claims:	1	164,640.00	103,158.94	14,114.33	281,913.27
Member Paid		0.00	0.00	0.00	0.00
PERMA Paid		0.00	128.89	0.00	128.89
Total Recovery		0.00	128.89	0.00	128.89
Out Reserves		296,451.20	131,484.27	2,080.67	430,016.14
REPORT TOTALS:					
Open Claims:	2	1,076,262.40	344,643.21	28,913.36	1,449,818.97
Closed Claims:	0	391,473.60	201,546.64	24,071.59	617,091.83
Total Claims:	2	391,473.60	201,546.64	24,071.59	617,091.83
Member Paid		0.00	0.00	0.00	0.00
PERMA Paid		0.00	643.32	0.00	643.32
Total Recovery		0.00	643.32	0.00	643.32
Out Reserves		684,788.80	143,096.57	4,841.77	832,727.14

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 5, 2015 from Parks Director Matt Beaman regarding a request to authorize the acceptance of a \$500.00 donation to the Parks Department by Harvey M. Nusbaum, be received and filed; and

BE IT RESOLVED, that the Town Board hereby gratefully accepts the \$500.00 donation to the Parks Department from Harvey M. Nusbaum and allocates the same to the Town's account for its Fourth of July Celebration for 2015.

Dated: January 14, 2015

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
RECREATION, PARKS & COMMUNITY SERVICE DEPARTMENT

220 Idlewood Road
Rochester, NY 14618
<http://www.townofbrighton.org>

(585) 784-5260
Fax: (585) 784-5365
TTY: (585) 784-5381

January 5, 2015

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

RE: \$500 Park Donation

Honorable Town Board Members:

I respectfully request your permission to accept this generous \$500 donation to The Town of Brighton Parks Department from Mr. Harvey M. Nusbaum in appreciation of the work we have done over the years within our park system. I am recommending that this donation be allocated to our celebrations budget to be used for the upcoming July 4th Celebration at Meridian Centre Park.

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

Sincerely,

Matt Beeman
Superintendent of Parks
Town of Brighton

Harvey M. Nusbaum
370 Avalon drive
Rochester, New York 14618-2760

Tel. 585-271-6851

December 7, 2014

Brighton Parks
Matt Beeman, Director of Parks and Recreation
2300 Elmwood Avenue
Rochester, New York 14618

Dear Sir or Madam:

I have instructed Chase to pay to Brighton Parks department from my I. R. A. \$500 as a contribution for this year. It is to be allocated for your General budget or development as you see fit. I appreciate the good work you have done over the years.

This is to be considered a 2014 contribution. Please send an acknowledgement.

Please call me if you have any questions.

Sincerely,



Harvey M. Nusbaum

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 5, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an agreement with Jerry Peterson to provide arborist services for 2015, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Jerry Peterson to provide arborist services for 2015.

Dated: January 14, 2015

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 5, 2015

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, 2015. 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 January 6, 2015 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
M. Beeman

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 6, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an agreement with Arbor Tree Experts, Inc. to provide a bucket truck and operator for 2015 at an hourly rate of \$78.48 and not to exceed 290 hours for the year, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Arbor Tree Experts, Inc. as the lowest responsive and responsible bidder to provide a bucket truck and operator for 2015 at an hourly rate of \$78.48 and not to exceed 290 hours for the year subject to review and approval of said agreement by the Attorney to the Town.

Dated: January 14, 2015

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 6, 2015

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

re: Award of Contract
Rental of Bucket Truck with Operator

Dear Chairman Werner and Committee Members:

I recommend that a bid be awarded for the above equipment rental to the low, responsive bidder, Arbor Tree Experts, Inc., in the base bid amount of \$78.48/hour, not to exceed 290 hours and \$22,759.20.

The bid was publicly advertized and publicly opened, all as required by law. A copy of the bid tabulation is attached for your reference. Funds are available in the 2015 budget, A.DPW 8560 4.43 account, for this purpose.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 6, 2015 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
K. Gordon

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 5, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the renewal of the Town's contract with Waste Management of Western New York - Rochester, Inc. to provide refuse, dumpster and recycling services at Town facilities for 2015 pursuant to our existing contract, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the renewal of the Town's contract with Waste Management of Western New York - Rochester, Inc. to provide refuse, dumpster and recycling services at Town facilities for 2015 pursuant to our existing contract, and further authorizes future annual renewals of said contract to be made by the Supervisor or his designee without further review or approval of the Town Board as such renewals are provided for in the existing contract with Waste Management.

Dated: January 14, 2015

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 5, 2015

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 current 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, 2015. This expense has been accounted for in the 2015 budget. It is further requested that future renewals of this agreement be approved by the Supervisor or their designee without further Town Board action.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 6, 2015 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
S. Spencer
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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 5, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the renewal of the Town's contract with Caccamise Electric to provide street lighting maintenance services for 2015 pursuant to our existing contract, be received and filed; and

BE IT RESOLVED, that the Town Board hereby authorizes the renewal of the Town's contract with Caccamise Electric to provide street lighting maintenance services for 2015 pursuant to our existing contract, and further authorizes future annual renewals of said contract to be made by the Supervisor or his designee without further review or approval of the Town Board as such renewals are provided for in the existing contract with Caccamise Electric.

Dated: January 14, 2015

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 5, 2015

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, 2015. Funds have been allocated in this year's budget for this purpose. It is further requested that future renewals of this agreement be approved by the Supervisor or their designee without further Town Board action.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled January 6, 2015 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
S. Spencer

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

BE IT RESOLVED, that correspondence dated January 7, 2015 from Town Planner Ramsey A. Boehner together with a January 6, 2015 advisory report from the Town Planning Board and the proposed revised "Draft South Campus IPD Regulations" dated January 7, 2015 all regarding the University of Rochester's Incentive Zoning and Rezoning Application for its proposed South Campus Institutional Planned Development Project, be received and filed; and

BE IT RESOLVED, that the Town Board hereby sets a public hearing for January 28, 2015 at 7:30 pm at Brighton Town Hall, 2300 Elmwood Avenue, in the Town of Brighton, County of Monroe, State of New York to consider adoption and approval of the University of Rochester's Incentive Zoning and Rezoning Application for its proposed South Campus Institutional Planned Development Project as described in the above referenced materials and the adopted Final Generic Environmental Impact Statement regarding said project, and further

BE IT RESOLVED, that the Clerk of the Town shall post and publish such notice of said hearing as is required by law.

Dated: January 14, 2015

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

January 7, 2014

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

Re: University of Rochester Incentive Zoning and Rezoning Application

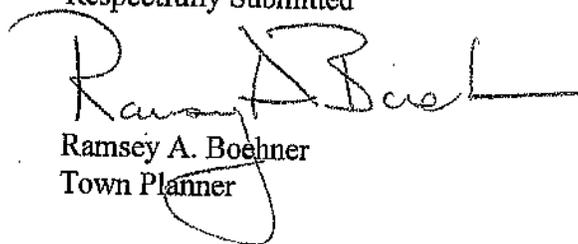
Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this communication and the attached Planning Board Advisory Report dated January 6, 2015 from Ramsey Boehner, Executive Secretary, Planning Board.

The draft IPD Ordinance submitted by the applicant, and received and filed by the Town Board at its October 22, 2014 meeting has been revised. The revised document is titled "Draft South Campus IPD Regulations, dated January 7, 2015. I further recommend that the Town Board receive and file the attached Draft South Campus IPD Regulations, dated January 7, 2015.

I further recommend that a public hearing regarding the above referenced Incentive Zoning and Rezoning Application be scheduled for January 28, 2015.

Respectfully Submitted



Ramsey A. Boehner
Town Planner

cc: T. Keef

attachments





TOWN OF BRIGHTON
MONROE COUNTY, NEW YORK

January 6, 2015

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

RE: Planning Board advisory report regarding the proposed incentive zoning/rezoning of 180 +/- acres of land located on the East River Road pursuant to Chapter 203, Article XIX; Chapter 209, Article I; and Chapter 225, Article II of the Comprehensive Development Regulations.

Dear Board Members:

At the November 19, 2014 and December 17, 2014 Planning Board Meetings, the Planning Board reviewed the above referenced matter and offers the following comments pursuant to Chapter 203, Article XIX; Chapter 209, Article I; and Chapter 225, Article II of the Comprehensive Development Regulations:

1. The proposed project appears to be well suited for the project site and area.
2. In accordance with the procedures set forth under Chapter 217.9, Article 3 of the Town Code the South Campus IPD should be required to obtain site plan approval from the Town Planning Board in the same respects as developments in other Districts within the Town of Brighton.
3. The Planning Board agrees that Biosafety Level (BSL) 3 and 4 labs as defined by the US Centers for Disease Control and Prevention (CDC) should be prohibited.
4. All proposed conditional use or expansion of a conditional use in the South Campus IPD should obtain a conditional use permit from the Town Planning Board in accordance with the procedures set forth under Chapter 217, Article 2 of the Town Code.
5. Section D.2 Protected Zones and Wetlands proposes that disturbance in these areas is to be avoided to the maximum extent practicable. The Planning Board recommends that a provision be added requiring Planning Board approval for disturbance, including removal of ground cover or vegetation from these areas. The Town Board should also consider that these protected zone areas, and the restrictions thereon, should be delineated and described in a deed restriction.



6. Section E.2.7 Permitted uses in Institutional Zone proposes: "Central utility facilities including electrical distribution and emergency power generation; natural gas and diesel generators" is not specific enough. Normal rules of statutory construction say that "including" is a term of illustration and not limitation; therefore, this could allow any kind of "central utility facility." It is recommended that this provision be limited to emergency generation facilities necessary to serve the South Campus IPD only and, if the University insists on other kind of generation or substation facilities, limit them to generating or substation capacity necessitated by additional demand in the South Campus IPD only.
7. The Final Generic Environmental Statement and Finding Statement noted that in addition to the proposed 100 foot buffer, a 3-acre parcel of land at the southern end of the site adjacent to Crittenden Road is planned to be left in its natural state in an effort to have a successive decrease in intensity from the East River Road area, moving south to Crittenden Road. It is recommended that prior to granting approvals for the South Campus IPD, the Current Plan and appropriate figures be revised to delineate this area.
8. Emergency and fire access must be addressed due to the proposed building heights and that the access drive for the proposed residential uses exceeding 500 feet. It is recommended that prior to granting any approvals for the South Campus IPD, the proposed emergency access to Crittenden Rd should be shown on the Current Plan. The Planning Board recommends that any necessary easement for the emergency access be obtained prior to the issuance of any permits for this project. Any approvals granted for this Project should address the timing of the construction of the emergency access road. The Board also recommends that the emergency access be constructed prior to the issuance of Certificate Occupancies for future additional residential development. During future site plan reviews by the Planning Board, emergency and fire access to specific buildings must be addressed.
9. The architectural design and building materials of the proposed buildings should be reviewed and approved by the Town of Brighton Architectural Review Board.
10. The proposed IPD Regulations/Ordinance, including the proposed signs, should be considered as incentives and regulations and not as an ordinance.
11. It is further recommended that the incentive zoning and rezoning approvals, if granted, do not include any commitment regarding the site plan layout or any commitment regarding approval of the proposed overall density, except as a maximum limit.

12. Approval of the proposed IPD, if granted, should only apply to the University. All development should be owned and operated by the University.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ramsey A. Boehner". The signature is stylized with large, sweeping letters and a long horizontal flourish at the end.

Ramsey A. Boehner

Executive Secretary
Planning Board

Draft South Campus IPD Regulations

Dated: January 7, 2015

A. Purpose Statement

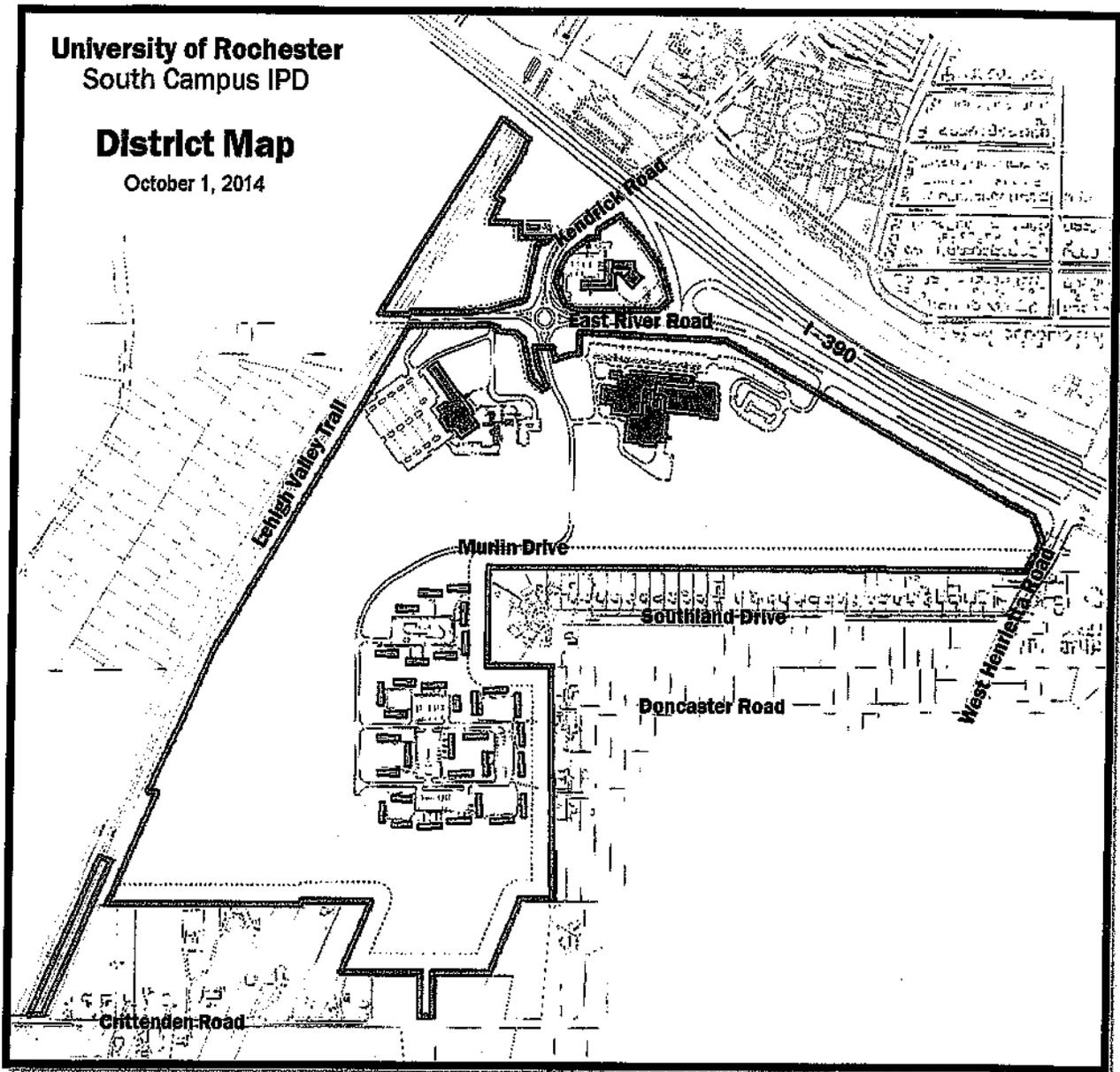
In accordance with the recommendations of the Town of Brighton's 2000 Comprehensive Plan, this district is intended to recognize and permit the unified and orderly development of the South Campus of the University of Rochester (the "University") in order to support and enhance its benefit to the community. This district allows flexibility in planning and development by evaluating and accommodating incremental growth and change, thereby promoting compatibility with adjacent, non-institutional districts. This district provides for Town administrative oversight while providing a mechanism for adjusting to the University's changing development. This South Campus IPD Regulations (the "Regulations") shall supersede and replace in their entirety the following Articles/Sections of the Town's Comprehensive Development Regulations ("CDR"): Chapter 203 (District Use Regulations) Article XIX; Chapter 205 (District Bulk Regulations) Article I, Section 205-9; Chapter 205 Article II, Sections 205-12, 205-14 and 205-22; Chapter 205 Article III; Chapter 207 (Supplementary Regulations) Article I, Section 207-6; and Chapter 207 Articles V and VI, with respect to the proposed University South Campus Institutional Planned Development (the South Campus IPD)..

In all other respects the CDR shall be applicable to the South Campus IPD as appropriate, provided, however, in the event of any conflict between provisions of the CDR and the Regulations, the Regulations shall control.

B. Property Description

The South Campus IPD consists of approximately 180 acres of land in the Town of Brighton currently owned by the University which land is bounded on the north by Interstate Route 390, on the west by the former Lehigh Valley Railroad right-of-way (now the Lehigh Valley Trail), on the east by West Henrietta Road, and on the south by Southland Drive and Crittenden Road (the "South Campus"), also referred to herein as the "District," which is depicted below in the District Map, Figure 1.

Figure 1



C. Development in the South Campus IPD

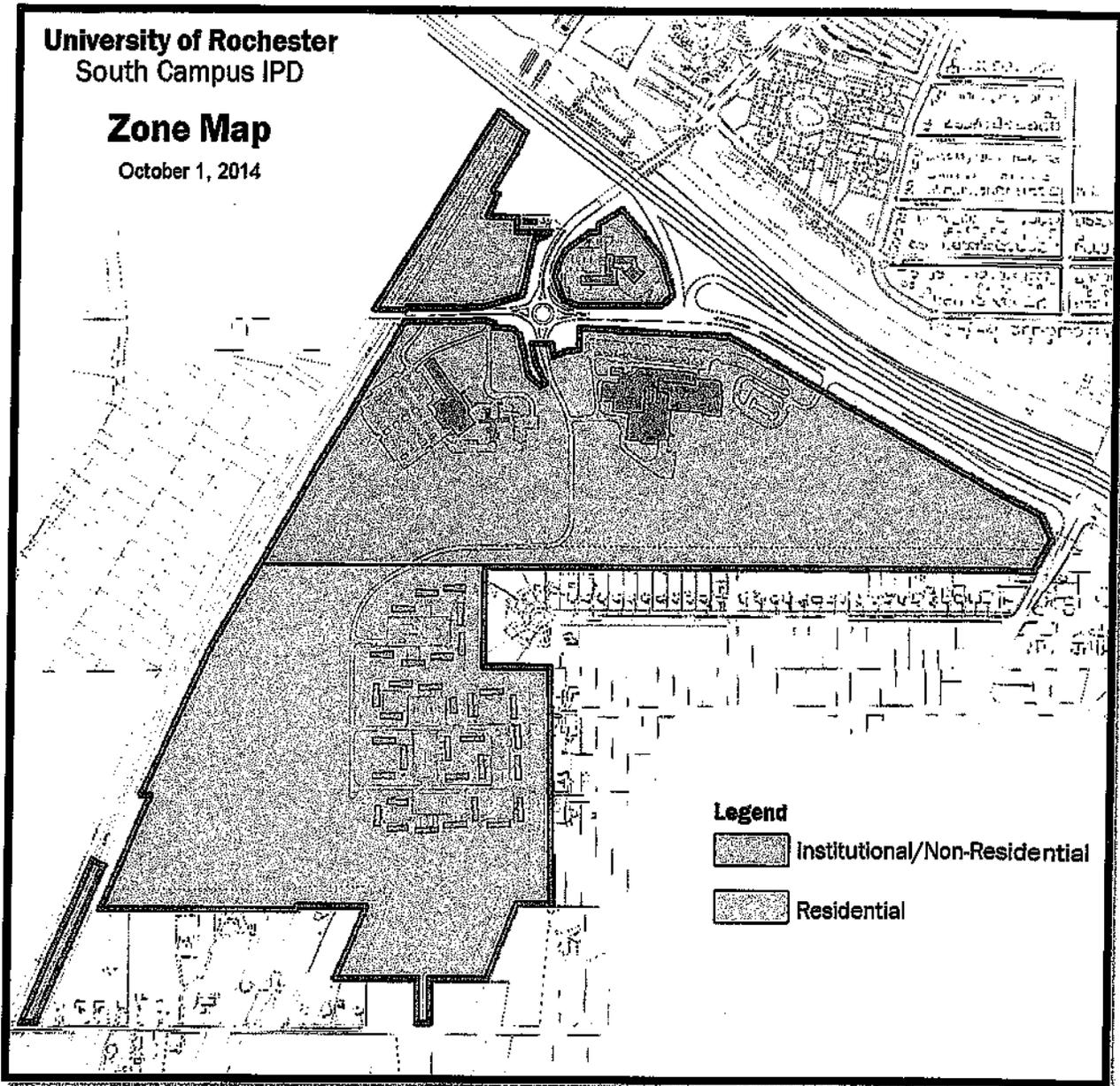
1. Density and Creation of Use Zones

The total square feet of all buildings within the South Campus shall not exceed 2,535,812 gross square feet. Development will fall generally into two categories according to the two use zones in this district. The zones are

Institutional/Non-residential and Residential. The maximum development in each sub area is:

- (a) Institutional/Non-residential uses located in the northern portion of the IPD (north of the parcel boundary line which parallels Southland Drive) with a total development area of 1,720,812 gross square feet. Total area of parking structures shall not be included in total development area limit.
- (b) Residential uses located in the central and southern portions of the IPD (south of the parcel boundary line which parallels Southland Drive) with a total development area of 815,000 gross square feet.
- (c) The use zones are depicted graphically below in the "Zone Map", Figure 2.

Figure 2



2. Protected Zones and Wetlands. Certain areas of the South Campus are to be considered protected zones. These include areas identified as old growth habitat, and the required landscape buffer adjoining neighboring residential districts. Disturbance in these areas is to be avoided to the maximum extent practicable and such disturbance that is necessary shall be consistent with the following:
 - (a) Old growth habitat shall not have buildings or paving. Trails are permitted, provided that they shall be constructed with minimal disturbance to habitat, using pervious materials.

- (b) Landscape buffer shall not have buildings or paving except for pedestrian access pathways from Doncaster and Furlong Roads onto the South Campus. Utility crossings are permitted if no other practical route is available [such as at the North end of Sylvia Road]. Buffer area: 100 feet.
- (c) The wetlands on the South Campus include both Federal and NYSDEC regulated wetlands. The Western wetlands adjacent to the Lehigh Valley Trail are protected and to be preserved. The Eastern and Northern wetlands are protected but may be subject to modification or relocation in accordance with the applicable State or Federal regulations. Naturally occurring changes to the wetlands will be monitored by the University and assessed during projects that require site plan review.
- (d) The protected zones are depicted graphically below in the "Protected Zone Map", Figure 3. Wetlands as delineated in 2013 are depicted graphically in Figure 4.
- (e) Any disturbance to Protected Zones or Wetlands shall be reviewed and approved by the Planning Board.

Figure 3

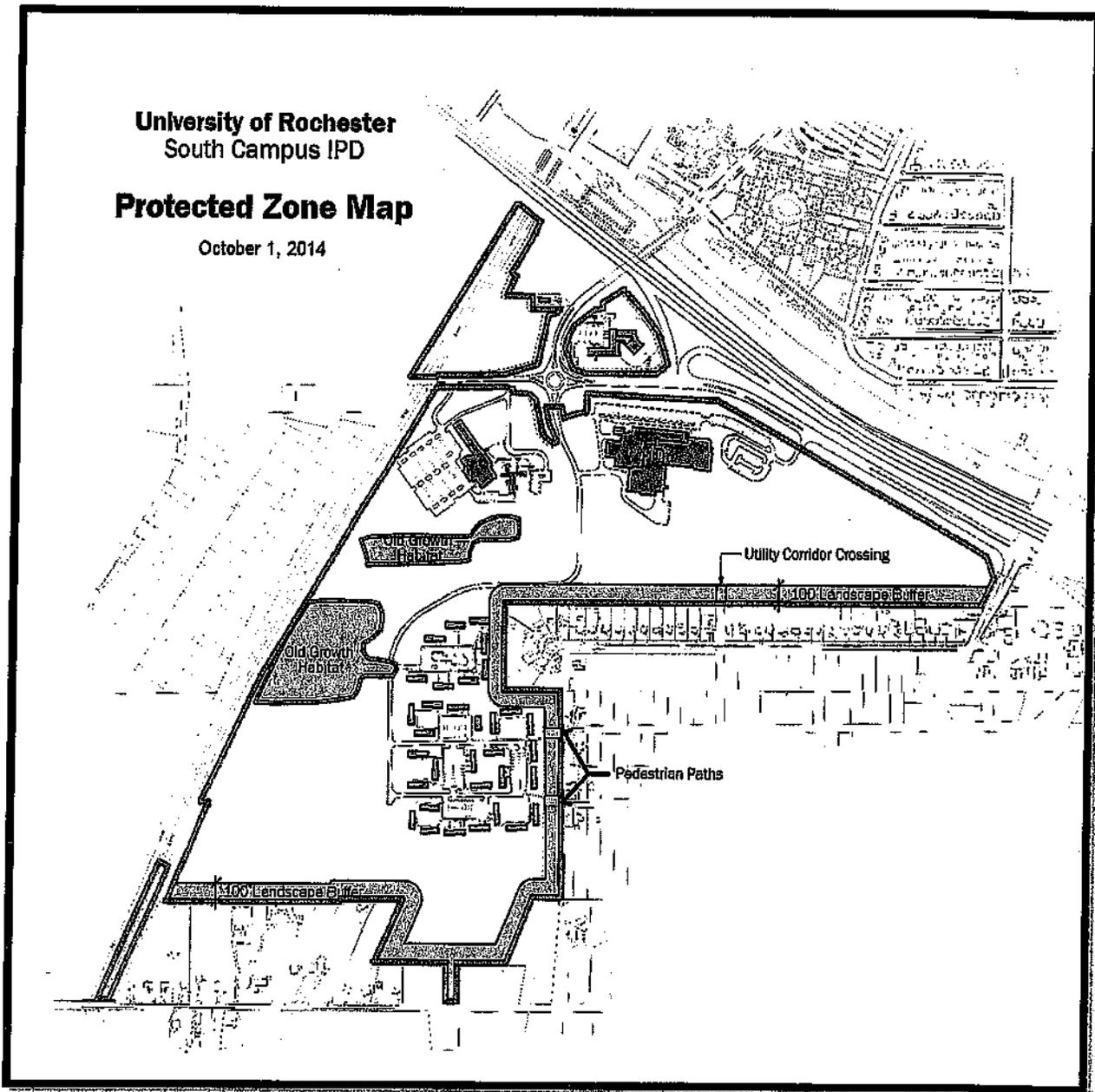
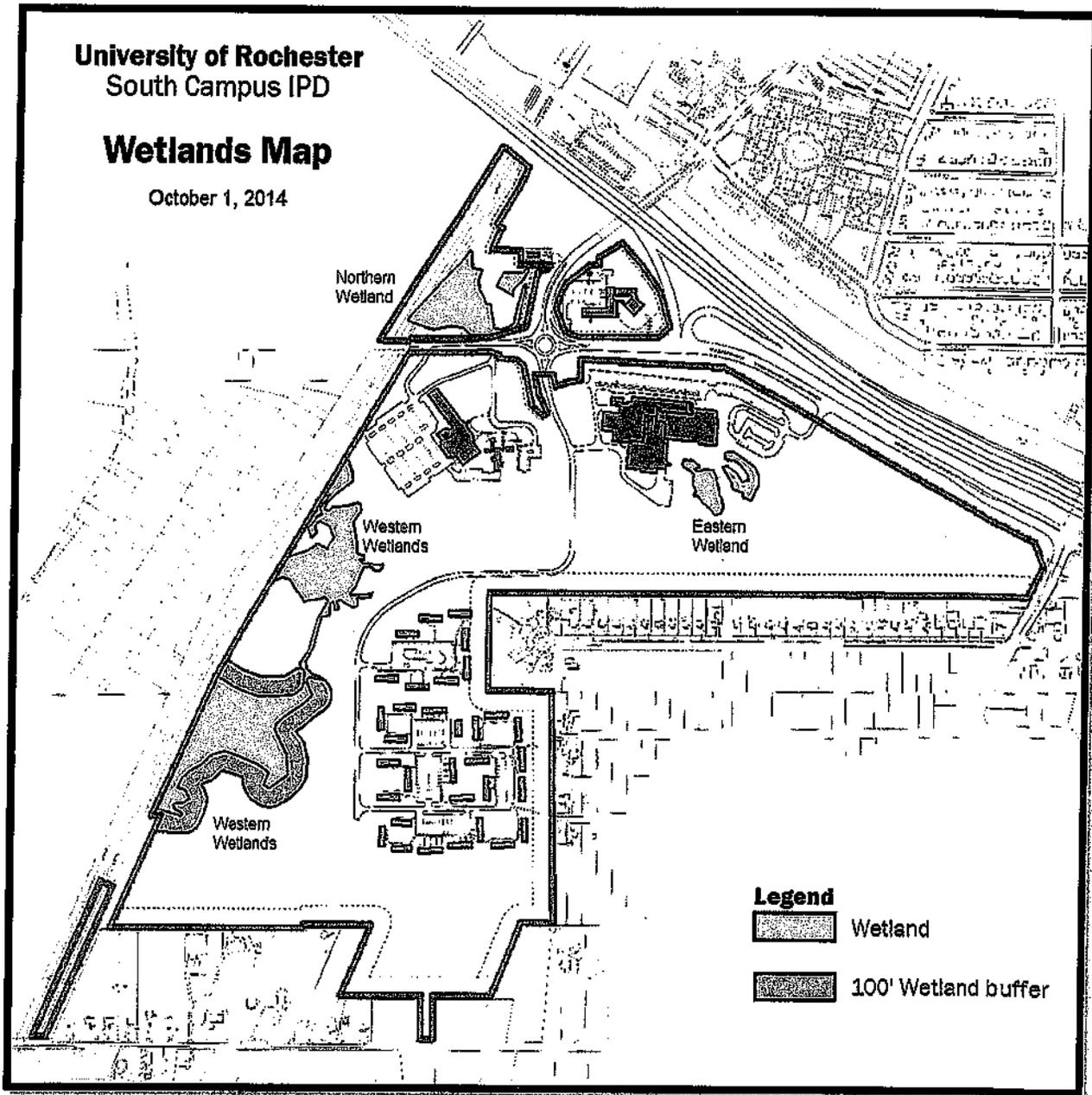


Figure 4



3. Lot Coverage. The maximum lot coverage in the South Campus, including buildings, accessory structures, and paved areas, shall be 3,920,400 square feet (90 acres). Where development is deemed appropriate for programmatic needs and impacts to protected zones or wetlands will occur, regulatory requirements shall be fulfilled and maximum lot coverage will limit development.

D. Uses

The following uses are permitted, conditionally permitted or expressly prohibited within the South Campus Institutional Planned Development District:

1. Residential Zone

(a) Permitted Uses.

- [1] Dormitories for single students; town homes and apartment buildings for residential housing for retired faculty, staff, and alumni, and short term tenants such as families of patients receiving healthcare treatment.
- [2] Current use of Whipple Park as graduate and family housing with 18 triple units and 232 double units.
- [3] Community centers for residents to meet and congregate
- [4] Nursing or convalescence homes.
- [5] Accessory structures in support of residential facilities, subject to the requirements of CDR 207-6 Accessory buildings.
- [6] Dining facilities for residents.
- [7] Indoor fitness centers.
- [8] Playgrounds .
- [9] Other similar uses as determined and approved by the Planning Board.

(b) Conditional Uses

- [1] Outdoor recreational facilities including pools, fitness centers, playing fields – such as tennis, baseball, soccer – and supporting structures such as dugouts, fencing, and bleachers intended for faculty, staff, and students. The Planning Board shall determine if the proposed recreational use is appropriate considering the location, scale and internal access through the site plan review process.
- [2] Accessory uses which are substantially incidental to the primary use, not open to the general public, and limited to barbershops, beauty shops, cafeterias, small food vendors, pharmacies, newsstands, bookstores, bank branches, dry-cleaning pickup, travel agencies, quick-copy services and child daycare facilities. The Planning Board shall determine if the proposed accessory use is appropriate considering the location, scale and internal access through the site plan review process. No external signage or advertising shall be permitted for any accessory use.

(c) Prohibited Uses

- [1] Stadiums and event arenas serving large audiences.

- [2] All uses listed in (D)(2), Institutional Zone, below.
- [3] All other uses not specifically listed in (a) or (b), above.

2. Institutional Zone

(a) Permitted Uses

- [1] Office buildings including University administrative, computational research.
- [2] Instructional facilities.
- [3] Libraries.
- [4] Museum and cultural facilities.
- [5] Medical and health-care facilities, such as clinical facilities, diagnostic and treatment centers, medical practices, skilled nursing facilities, acute-care facilities, health-related care facilities and other elderly-care complexes.
- [6] University maintenance facilities including University vehicular repair and service.
- [7] Central utility facilities, limited to electrical distribution and emergency power generation facilities necessary to serve the South Campus IPD only.
- [8] Parking structures.
- [9] Accessory structures in support of principal buildings, subject to the requirements of CDR 207-6 Accessory buildings.

(b) Conditional Uses

- [1] Small scale performing arts facilities.
- [2] Accessory uses in support of any of the permitted uses, such as small free-standing retail services including convenience store, small food vendor, bookstore, bank branch, barbershop, beauty shop, pharmacy, newsstand, dry-cleaning pickup, travel agency, quick-copy service, child daycare facility. The Planning Board shall determine if the proposed accessory use is appropriate considering the location, scale and internal access through the site plan review process.
- [3] Research laboratories for instruction, research and development involving biological, chemical, radiological, or energy studies.
- [4] Small scale pilot manufacturing associated with research activities.
- [5] Accessory communication structures.
- [6] Transmission antennas.

(c) Prohibited Uses

- [1] Stadiums and event arenas serving large audiences.
- [2] Biosafety Level (BSL) 3 and 4 labs as defined by the US Centers for Disease Control and Prevention (CDC)

E. Procedure

1. In accordance with the procedures set forth under Chapter 217.9, Article 3 of the Town Code the South Campus IPD shall require site plan approval from the Town Planning Board in the same respects as developments in other Districts.
2. Any new conditional use or expansion of a conditional use in the South Campus IPD shall require a conditional use permit from the Town Planning Board in accordance with the procedures set forth under Chapter 217, Article 2 of the Town Code.
3. All development in the South Campus IPD must comply and be operated and maintained in accordance with applicable federal and state laws and regulations, as well as any applicable performance standards of the Technology and Office Park District set forth under Chapter 203, Article 22 of the Town Code.

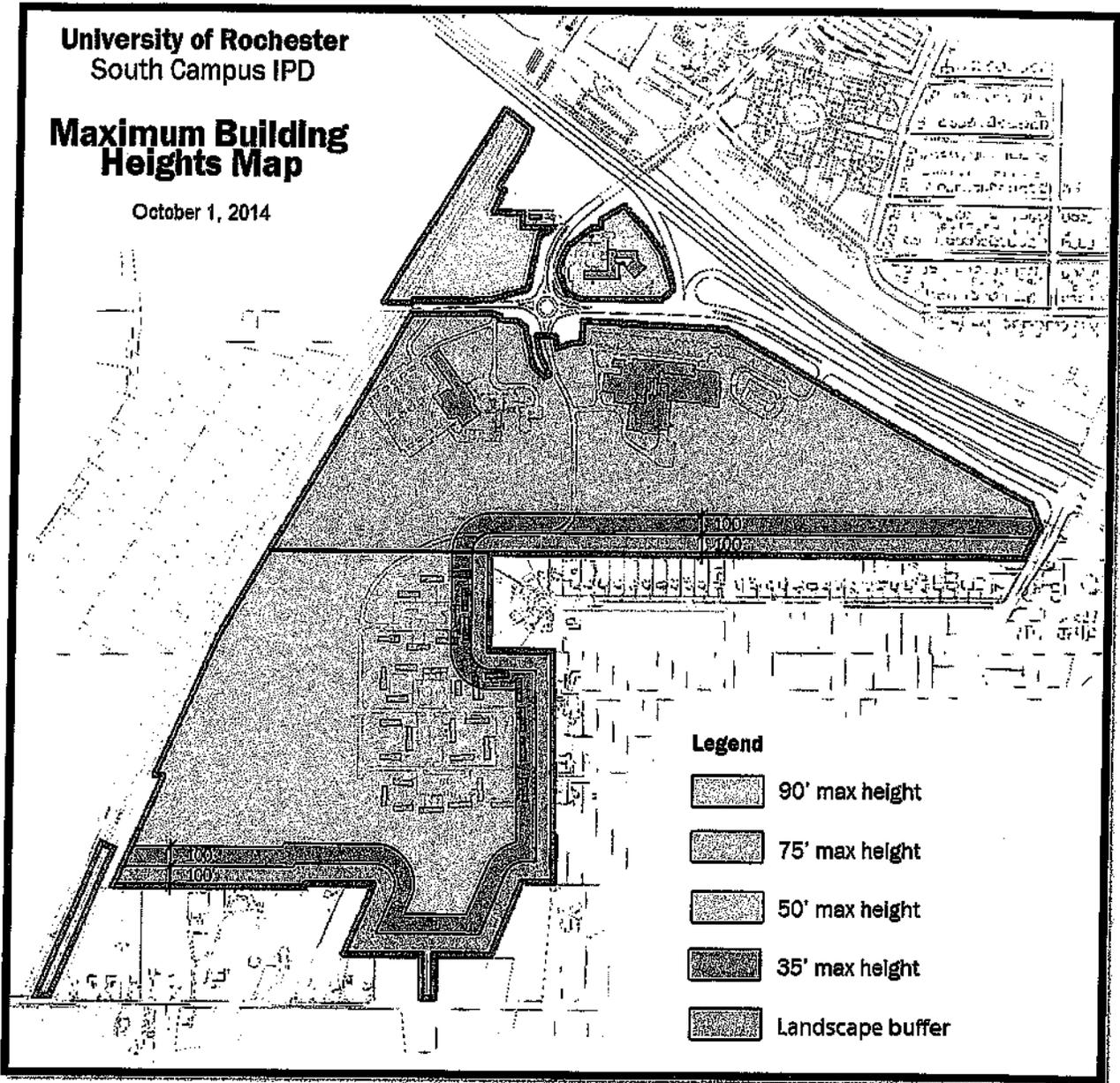
F. Bulk Regulations

Bulk regulations for the South Campus IPD shall be as follows:

1. Minimum Building Setback Requirements:
 - (a) Front yard: 20 feet.
 - (b) Side yard: 10 feet.
 - (c) Rear yard: 20 feet.
2. Accessory structures to be less than 500 gross square feet.
3. Building Height:
 - (a) Maximum height of principal buildings in the Residential Zone shall be measured from final grade and shall be as described herein and depicted below in the "Maximum Building Heights Map", Figure 5:
 - [1] In the zone between 200 feet and 100 feet from all boundaries with residential districts, a maximum height of 35 feet with the exception of along the West property boundary.

- [2] In the site area South of the property boundary parallel with Southland Drive a maximum height of 50 feet, except in the zone between 200 feet and 100 feet from all boundaries with residential districts where the maximum height will be 35 feet exclusive of the West property boundary.
 - [3] Building height shall be as defined in the CDR.
- (b) Maximum Height of principal buildings in the Institutional Zone from average final grade and including all building components and accessory structures except lightning rods and Federal Aviation Administration signals shall be as described herein and depicted below in the "Maximum Building Heights Map", Figure 5:
- [1] In the site areas north of East River Road, a maximum height of 90 feet.
 - [2] In the site area south of East River Road and 200 feet north of the property boundary parallel to Southland Drive from West Henrietta Road to the western corner and 200 feet west of the Southland Drive property boundary northwest corner along the line of the Southland Drive property boundary to Lehigh Valley Trail property boundary, a maximum height of 75 feet, except in the zone between 200 feet and 100 feet from the boundaries along Southland Drive where the maximum height will be 35 feet.
 - [3] Building height shall be as defined in the CDR.
4. In reviewing any site plan for new or expanded development within the South Campus IPD, the Planning Board shall have the authority to adjust any bulk regulations set forth herein upon making the finding that such adjustment shall not produce an undesirable change in the character of the surrounding neighborhoods or create a detriment to nearby properties, and that such waiver shall not unreasonably disrupt the overall purpose and intent of the South Campus IPD. Any adjustment shall be within 10% for setbacks or 5% for building height; provided, however, that the Planning Board shall not have the power to adjust the overall area or density restrictions within the South Campus IPD, or increase the maximum height restrictions within the zone 200 feet from all boundaries with residential districts exclusive of the West property boundary.
5. Unless otherwise provided herein, any changes to the use or bulk requirements shall require an amendment of these Regulations by the Town Board.

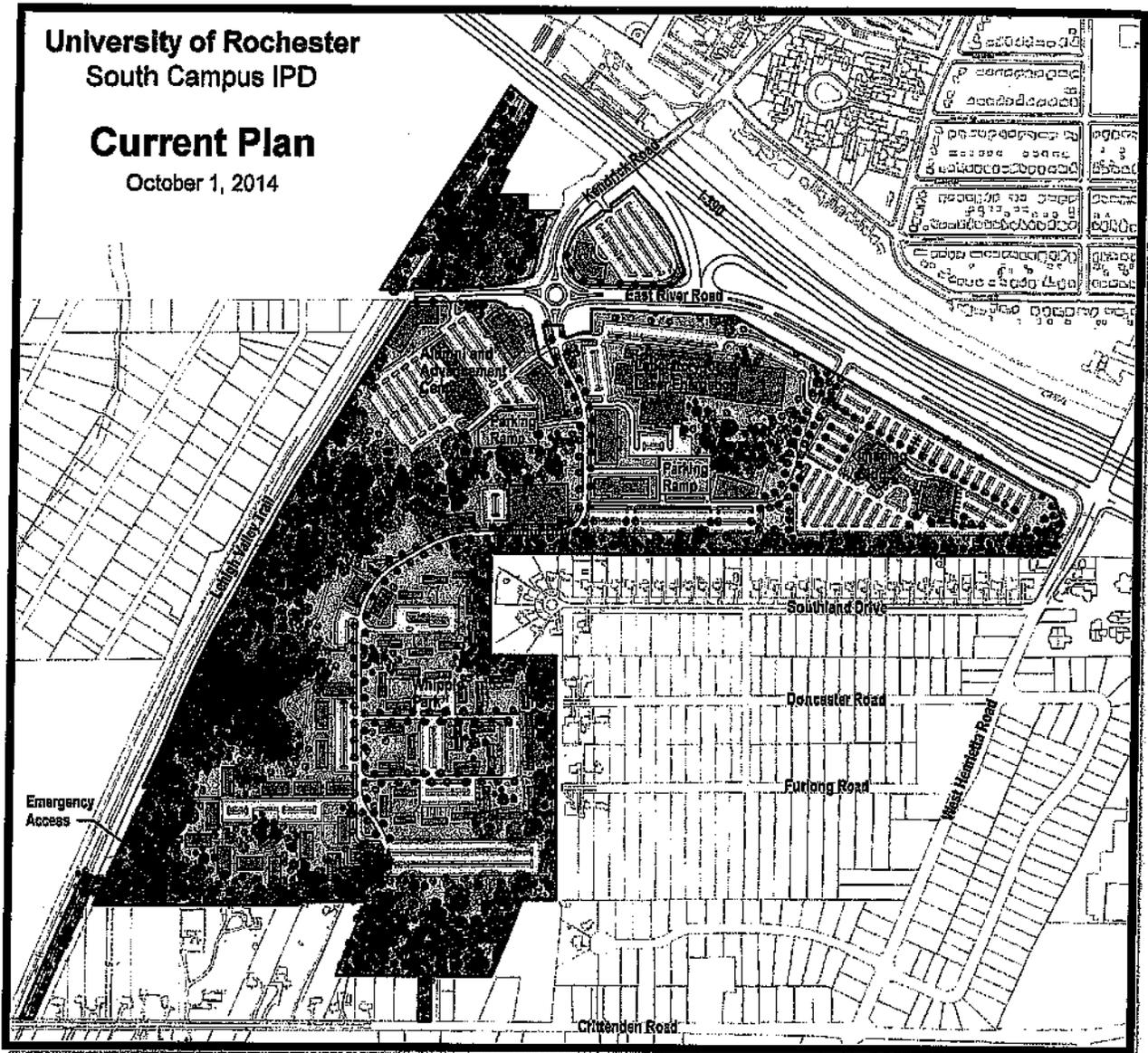
Figure 5



G. Current Plan

The Current Plan below, Figure 6, provides a conceptual framework and pattern for locating buildings, parking, streets, formal landscaping and wooded areas. The intent is to minimize lot coverage and preserve old growth habitat and wetlands wherever practicable. The Current Plan shall be subject to modification based on changes proposed by the University and approved by the Planning Board.

Figure 6



H. Architecture.

Applications for new building construction shall be reviewed by the Architectural Review Board as otherwise required under the Town Code and such review shall be guided by the following principals and setforth in CDR Chapter 221:

1. Building Placement

- (a) Buildings and parking should be placed to maintain as much of the existing wooded areas as possible and to define interstitial spaces in a meaningful way. Open space should be designed to reinforce the natural setting.

- (b) Buildings should remain parallel and perpendicular to adjoining streets if possible when they are immediately adjacent. Buildings separated from streets by parking should be placed to respond to programmatic needs and access.

2. Façade Composition

- (a) Facades should be organized through the use of regulating lines.
- (b) Facades should contain a repetition of similarly proportioned elements of structure, bay and window, solid and void.
- (c) Repetition of elements should be moderated in order to avoid monotony, and to weave elements into multiple rhythms that enhance visual interest.
- (d) Window pattern and other fenestration should have a mix of pattern of verticals and horizontals to create a tapestry of pattern across the façade.
- (e) The fenestration should be modulated across the façade with vertical bays, glassy corners, and a balance of solid to voids, as appropriate.
- (f) Entrances should be prominent with a high level of transparency, arcades and porticoes as appropriate.
- (g) All parking structures should be designed to blend in as much as reasonably possible with the surrounding buildings, through the appropriate use of compatible materials, fenestration pattern, and façade composition.

3. Massing

- (a) Massing should break down buildings into smaller parts, through the use of: base (human scale, transparency, activity at the ground levels), middle (how the building rises from its base) and top (how the building meets the sky); tower elements; vertical divisions or bays (central, intermediate and end), to minimize its perceived height.
- (b) The base should reflect the human scale of pedestrians.

4. Height

- (a) The visual impact of upper stories should be reduced through the use of material, color and pattern.

5. Materials

- (a) The character of the buildings should respond to and complement the palette of materials and colors present on the South Campus.
- (b) Discouraged materials and practices:
 - [1] Large expanses of cast-in-place concrete, metal panel, "utility" brick and glass block are generally discouraged as materials for exterior walls.
 - [2] Unbroken or modulated bands of glass, brick, or metal are discouraged.
 - [3] Mirrored curtain walls are not permitted.

I. Development in Woodlot EPOD areas

Development is permitted in Woodlot EPODs subject to obtaining an EPOD permit from the Town Planning Board and complying with any other requirements as otherwise required under the Town Code. Such development shall comply with Woodlot EPOD regulations. Tree replacement shall comply with Woodlot EPOD regulations. Saplings are permitted as tree replacements with the approval of the Planning Board.

J. Landscaping and Buffering

1. Landscapes are of central importance at the University of Rochester. The South Campus has natural features that are valued by the University and the community such as the wetlands and the old growth habitats. Development within the South Campus will encourage connecting natural features, aggregating and enhancing natural landscapes, and ensuring landscaped areas are safe, active spaces for people to enjoy in a variety of ways even as they enhance the overall character of the District. Use of native plants will maintain viable habitat for native fauna. Tree-lined pedestrian paths and vehicular boulevards will transition from formal development to the informal natural old growth habitats and landscape buffer between the District and the adjacent residential neighborhood. The landscape buffer serves to maintain natural habitat, screen the University's development from the neighbors, and maintain the natural character of the District's edges.
2. Landscaping in Parking Areas: Parking areas shall be landscaped to maintain the natural, village campus character of the district while meeting space counts and minimizing lot coverage. Trees and shrubs will be used around the parking area perimeter and along access lanes to and within lots. Landscaping within the lot should take into account ease of snow plowing and provide for appropriate snow storage at the end of runs. Curbed islands are to be avoided. Large, uninterrupted expanses of parking should be broken into smaller lots. Green storm water techniques shall be utilized to the maximum extent possible. Focusing trees,

shrubs, and other plantings at perimeters as described above will allow natural landscape corridors between planted and wooded areas.

3. Landscape Buffer: Landscape buffering will consist of infill planting in this zone to further limit views of new development from neighboring residential properties and shall be required as part of the site plan review process.
 - (a) Screening is to be opaque for all seasons. Infill plantings for screening will be native evergreens. At full maturity, opaque screening is opaque from the ground to a height of at least six feet, with intermittent visual openings from the opaque portion to a height of at least 20 feet, and is intended to create a strong impression of spatial separation. Infill plantings not necessary to create an opaque screen may be native deciduous species.
 - (b) Disturbance of the buffer will be limited to installation of infill plantings and periodic thinning and woodlot management to ensure the overall long term health of new plantings and the entire buffer. Removal of any trees or brush for thinning or woodlot management purposes may not require planting replacements provided an opaque screen is maintained as reviewed and approved by the Planning Board.
4. In reviewing any site plan for new development within the South Campus IPD, the Planning Board shall have the authority to waive any landscaping requirements set forth herein upon making the finding that such waiver shall not produce an undesirable change in the character of the surrounding neighborhoods or create a detriment to nearby properties, and shall not unreasonably disrupt the overall purpose and intent of the South Campus IPD.
6. Landscaping Plan review and approval shall be required as part of any site plan approval.
 - (a) All landscaping plans shall contain the following information:
 - [1] A title block with the name of the project, the name of the person preparing the plan, a scale, North arrow and date.
 - [2] All existing significant plant materials on the site.
 - [3] All existing significant plant materials to be removed or relocated. As a guide to determining significance, all plant materials of a caliper of five inches or greater measured at four feet above grade shall be included and the function of all existing plant materials shall be considered, such as providing a screen or buffer, providing a public face (e.g. a street tree), performing a water quality

function (e.g., materials along streams or drainage swales) or providing soil stabilization on sloped areas of the site.

- [4] All existing and proposed structures on the site.
 - [5] Topographical contours at two-foot intervals.
 - [6] Details of any berms, walls or other structural screening devices.
 - [7] A plant list including all plant materials to be used keyed to the plan, using both common and botanic names, the quantity of materials used, the size of plant or plants, the ultimate size of plant materials at maturity, the root treatment and the quality of the plant materials to be used. Quality shall be consistent with American Standards for Nursery Stock published by the American Association of Nurserymen, Inc., Washington, D.C.
 - [8] Landscape design, including location and spacing of each plant to be planted, shall be shown to scale, as well as methods to be used in welling, staking, guying, mulching and wrapping; ground cover to be used; and the screening of any utility boxes where they appear at or above ground level.
- (b) A Letter of Credit shall be required by the Planning Board as security for completion of all landscaping required as part of the site plan approval, in an amount reasonably determined by the Town to be sufficient for such purpose.
 - (c) All landscaping plans shall be subject to review and recommendation by the Conservation Board, prior to approval by the Planning Board during site plan review.

K. Parking and Loading

- 1. Off-Street Parking and Loading shall comply with the following:
 - (a) There shall be no minimum parking requirements stipulated herein. Parking shall be provided based on a projected demand analysis and overall parking management plan for the University to prevent frequent on-street parking by users and employees.
 - (b) For medical and health-care facilities, sufficient parking and loading facilities shall be provided to accommodate the normal activities and uses within the district.

- (c) Offsite parking outside of the district will be allowed. Parking facilities within this district shall not be used to accommodate parking needs from users in other offsite locations. The required number of off-street parking spaces shall be determined by the Planning Board during site plan review based on the need to prevent frequent on-street parking by users and employees.
- (d) Parking and loading shall be not be located within the buffer area and shall require review and approval by the Planning Board.

L. Signs

The South Campus is both part of the one University made up of many parts and is unique in its own right. Signage throughout the South Campus IPD will complement signage on the other campuses and as appropriate have its own identifiable characteristics. Signage for medical uses will be most similar to signage at the Medical Center campus. Signage for academic uses will be most similar to signage at the River Campus. Signs are to be both minimal in size and number while still achieving the goal for which they are intended. Maintaining a unified character among all sign types with consistent placements in a meaningful hierarchy is to be a goal of all signage.

New signs in the South Campus IPD will comply with the University Signage Plan for the South Campus and the sign types and bulk requirements as set forth below. The University Sign Plan shall be reviewed by the Architectural Review Board and approved by the Planning Board. The University will submit all updates to the Signage Plan to the Planning Board for review and approval. If new signs deviate from the Signage Plan, review and approval by the Architectural Review Board and the Planning Board is required.

Sign types and bulk requirements are as set forth below. Modifications to these are to be reviewed and approved by the Planning Board. Unless specified differently below, any sign that complies with these requirements and the approved Signage Plan is subject only to administrative review and obtaining a building permit.

1. Vehicular Directionals on private drives within the District

Placement of vehicular signage must not obstruct sight lines for motorists or otherwise create an unsafe condition. The intent of this section is to provide wayfinding and identify places and buildings in keeping with the generally accepted standards of academic medical centers.

- (a) Maximum height: 10 feet
- (b) Minimum clearance under sign: 3 feet
- (c) Maximum size: 40 square feet

2. Identification Signage

Identification signs identify the University, the District, a building or groups of buildings, major programs, private drives, and places or items of special interest.

(a) Gateway Sign.

Gateway signs are to mark prominent edges or corners of the University property and mark arrival at the University along significant transportation routes. They are to be substantial in presence but modest in execution.

The use of lighting, either internal or external, is permitted. The size, location, lighting and design of the gateway signage shall be reviewed by the Architectural Review Board and approval by the Planning Board.

(b) Monument Signs.

Monument signs are to mark groups of buildings, major programs, and prominent individual buildings. They are to be secondary to gateway signs. They may be ground mounted or post and panel. These signs may be lit either internally or externally. The size, location, lighting and design of monument signage shall be reviewed by the Architectural Review Board and approval by the Planning Board.

Sizes generally shall not exceed the following:

- [1] Height: 8 feet if ground mounted; 12 feet if post and panel
- [2] Width: 20 feet if ground mounted; 12 feet if post and panel
- [3] Size: 160 square feet if ground mounted; 140 square feet if post and panel

(c) Building Identification Signage

- [1] Free-standing signs at the street are to be seen by both motorists and pedestrians. These signs may be lit either internally or externally.

- [i] Maximum height: 7 feet
- [ii] Maximum size: 30 square feet
- [iii] Maximum number: one sign per access road/drive

- [2] Free-standing signs at building entrances are to be seen by pedestrians. These can list names, directory information, and directional information for pedestrians.

- [i] Maximum height: 6 feet
- [ii] Maximum size: 20 square feet
- [iii] Maximum number: one per major building entrance

[3] Building face signage is to identify destinations frequented by the general public such as an outpatient medical facility. These signs may include either the University of Rochester logo or the UR Medicine logo and name for the building or major program contained therein. These signs may be lit either internally or externally.

[i] Maximum size: 150 square feet per building façade; two faces maximum

[ii] Maximum text height: 30 inches

[iii] Maximum number: two naming signs and one brand/logo element per building façade

[iv] Maximum height above grade: shall be no higher than the building parapet.

3. Pedestrian Wayfinding. These guide pedestrians from place to place by use of names, directions, and arrows. Maps may be included.

Maximum size: 16 square feet

4. Exempt Signage

The following sign types are exempt from these regulations. They may be installed without Town review. They will have a maximum size of 2 square feet.

- (a) Road Name
- (b) Parking and no-parking
- (c) Accessible parking
- (d) Accessible route
- (e) Bus stop
- (f) Bike route
- (g) Other similar signs not listed above that are generally for public safety, direction, and information.

M. Sustainability

The University is committed to responsible, sustainable development that attains a balance among economy, the environment, and society by meeting the needs of the present without compromising the ability of future generations to meet their own needs. The University will design its facilities to target the requirement levels of LEED silver and meet LEED Certification as the minimal standard for major construction projects. The goal is to create a balance of personal and environmental health across five broad categories: Nature, Energy, People, Water, and Materials. Innovation is encouraged.

1. Nature

- (a) Honor, protect and connect habitat, stream and river corridors. Minimize disturbance of woodland habitat to the extent practicable.
 - (b) Building mass should allow daylight into active outdoor spaces.
 - (c) Use a native landscape palette as much as possible.
2. Energy
- (a) Maximize daylight opportunities in buildings with a balance of solar gain, glare, and energy use.
 - (b) Reduce energy loads on buildings by design, equipment selection, and use / operations guidelines.
3. People
- (a) Incorporate ideals of a park-once, transit oriented, pedestrian- and bicycle-friendly campus.
 - (b) Incorporate alternative means of transportation, including municipal transit, University shuttles, bicycles, carpooling; encourage the use of fuel efficient and alternative-fuel vehicles.
 - (c) Educate about the impact of daily decisions and seek new methods to reduce the impact on energy and the environment.
4. Water
- (a) Develop campus-wide onsite storm water management practices that address quantity and quality of runoff.
 - (b) Reduce potable water demand through conservation.
5. Materials
- (a) Choose environmentally sustainable materials and processes whenever possible..
 - (b) Use local materials whenever possible.

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 22nd day of October, 2014.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

RESOLVED, that correspondence dated October 22, 2014 from Town Planner Ramsey A. Boehner regarding the University of Rochester's proposed Institutional Planned Development for the South Campus and its Incentive Zoning/Rezoning Application together with proposed Findings Statement, dated October 22, 2014 pursuant to the State Environmental Quality Review Act regarding such project, be received and filed; and be it further

RESOLVED, that the Town Board as lead agency hereby adopts the above mentioned Findings Statement, dated October 22, 2014, pursuant to the State Environmental Quality Review Act regarding the proposed Incentive Zoning/Rezoning for the University of Rochester's proposed Institutional Planned Development for the South Campus.

Dated: October 22, 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

October 14, 2014

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

Re: Finding Statement for University of Rochester Institutional Planned Development South Campus Incentive Zoning/Rezoning

Honorable Supervisor and Members of the Board:

At the October 8, 2014 meeting of the Town Board, your Honorable Body receive and file the Finding Statement for University of Rochester Institutional Planned Development South Campus Incentive Zoning/Rezoning to allow the Town Board time to review the Finding Statement prior to its adoption.

I recommend that your Honorable Body receive and file this communication and the attached Finding Statement for University of Rochester Institutional Planned Development South Campus Incentive Zoning/Rezoning dated October 22, 2014.

I also recommend that the Town Board adopt the attached Finding Statement.

Respectfully Submitted,

Ramsey A. Boehner
Associate Planner

attachment
cc: Tim Keef



State Environmental Quality Review

FINDINGS STATEMENT

Pursuant to Article 8 of the New York State Environmental Conservation Law 6 NYCRR Part 617.1 et seq. (collectively the "State Environmental Quality Review Act" (SEQRA) and the Town of Brighton Town Code, the Brighton Town Board, as Lead Agency, makes the following Findings:

Date: October 22, 2014

Name of Action: **University of Rochester Institutional Planned Development
South Campus Rezoning**

Description of Action:

Application by the University of Rochester ("Applicant" or the "University") requests the Town Board to Amend the Town Zoning Map to rezone approximately 180 acres of the South Campus from residential to Institutional Planned Development ("IPD") and to adopt for the IPD a set of regulations for its governance (the "IPD Ordinance"). The application also requests the Town Board to grant incentive zoning approval to increase building density and height.

Incentives

1. Rezoning to IPD;
2. Density; and
3. Building Height

Amenities

1. Donation of a certain parcel, tax map number 148.15-2, south of Crittenden Road (42.55+/- acres);
2. Planting enhancements within the 100 foot buffer zone adjacent to residential areas: to be implemented during the first spring after approval of the IPD or as soon thereafter as possible given planting feasibility, in coordination with the Town;
3. Elimination of any future access to Crittenden Road from the IPD District: to be implemented upon approval of rezoning;
4. Drainage: revise storm sewer connections on the developed portion of the South Campus (in Whipple Park) to redirect drainage away from Furlong Creek and toward the south wetland area;
5. Drainage: construct a berm within the north/south swale that conveys stormwater from the southern wetland to Furlong Creek. The swale is located adjacent to the

- Lehigh Valley trail. The berm will significantly reduce the amount of stormwater discharged from the south wetland onto the adjacent properties to the south;
6. **Drainage:** construct an outlet structure within the south wetland area to control the water surface elevation and the rate at which stormwater is discharged from the south wetland. The outfall structure will discharge to the existing drainage way along the west side of the former Lehigh Valley railroad. As necessary the existing drainage way will be improved to insure that the stormwater discharged from outfall structure flows by gravity to the existing Furlong Creek culvert; and
 7. Annual deposit to the Town of Brighton based on \$0.45/gsf for new development into one or more trust funds established by the Town of Brighton.

Immediately following completion of the South Campus incentive zoning/rezoning process, application will be made to the NYSDEC and USACE as part of a joint Application for Permit in order to obtain the necessary regulatory approvals needed to construct amenities 4, 5 and 6. Conversations with the DEC have already occurred regarding the proposed drainage amenities for the South Campus, and during that meeting DEC concurred that the best time for said amenities to be constructed would be during the summer months, when the work zone tends to be dryer.

A letter of credit in the full amount of the construction costs of the amenities will be posted with the Town of Brighton.

Location:

University of Rochester South Campus, bounded on the north by the intersection of the former Lehigh Railroad right of way ("ROW") with Interstate Route 390, on the west by the ROW and on the east by West Henrietta Road, Southland Drive, Doncaster Road and Furlong Road, and on the south by Southland Drive and Crittenden Road, and includes the Lilac Park Subdivision located to the south of Crittenden Road and east of the Lehigh Railroad ROW.

Agency Jurisdiction:

The Town of Brighton Town Board is the SEQRA Lead Agency

Date Final Generic EIS Formally Submitted to the Lead Agency: July 14, 2014

Facts and Conclusions Relied Upon to Support Decision:

- I. **The Proposed Action:** The rezoning to IPD and incentive zoning will allow the University to develop the South Campus over time. South Campus growth will occur on a building by building basis, which is anticipated over the next 25 years and beyond.

The University Campus Master Plan outlined the future growth for the University by demonstrating the capacity of its land holdings over time, and a land use strategy which

addresses future needs. The Master Plan was used as the basis for the Generic Environmental Impact Statement studies. Though the Final Generic Environmental Impact Statement ("FGEIS") outlines theoretical maximums for potential development of the South Campus, actual buildings will be dictated by actual site conditions and will be subject to Site Plan approval by the Town of Brighton Planning Board.

II. Environmental Review Process

The Applicant has completed extensive technical studies and has prepared a Generic Environmental Impact Statement (GEIS) to support the future development of its South Campus lands north of Crittenden Road. Throughout the lengthy review process, the Applicant modified the future plans to address concerns and review comments received from the Town, its agencies, consultants and the area residents. In addition to the formal review process, several public informational meetings were held to present and discuss the proposed rezoning and future plans for the South Campus.

When the Draft Generic Environmental Impact Statement ("DGEIS") was prepared, the University 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 was completed, and therefore, more detailed information about potential University expansion within the Town of Brighton South Campus became available. Therefore, the Town Board determined that a Supplemental Draft Environmental Impact Statement (S-DGEIS) was warranted, which was prepared to address changes from the original Application and DGEIS.

Following is a chronology of land use approval and environmental review process to date:

- A DGEIS was prepared based upon the scope adopted by the Town of Brighton Town Board on April 13, 2005, and was deemed complete by the Town Board at their December 2, 2005 meeting.
- Subsequently, a S-DGEIS was completed in January 2014, which includes updates and additional information to the original DGEIS. The S-DGEIS was deemed "Complete" by the Town Board on February 12, 2014.
- Copies of the accepted S-DGEIS were provided to the Town for public review and comment, along with a *Comment and Response Supplement* to the November 2005 DGEIS, which provided responses to comments received on the DGEIS.
- A public information meeting was held on March 19, 2014. A Public Hearing on the S-DGEIS was held on March 26, 2014. The public comment period ended on April 11, 2014.

The University prepared a plan titled "University of Rochester South Campus Current Plan", dated July 14, 2014 located in Appendix A of the Final Environmental Impact Statement ("FGEIS"). This plan results from combining features from the alternative plans developed over time in response to comments received, primarily related to enhancing natural buffers and visual mitigation to the area residents, and which incorporates adequate mitigation to minimize or eliminate the potential adverse environmental impacts identified to the maximum extent practicable.

It is important to note that although the Current Plan may not be the ultimate design that is submitted for site plan review for individual building projects, it exhibits the features that provide the best balance of all factors considered as part of the environmental review in connection with the Application. Therefore, these factors elaborated below and in the FGEIS, should be considered the thresholds under which any future applications by the University of Rochester would be considered consistent with the findings, facts and conclusions.

III. Project Environmental Impacts

1. Topography, Geology & Soils

Description of Impacts

The development of the South Campus will involve the stripping of topsoil and disturbance to the natural soils during the construction of the various buildings, parking lots, roadways and ancillary facilities. Exposed surfaces will be subject to erosion, the migration of sediment and changes to the existing topography. No impacts to geologic resources are anticipated.

Mitigation Measures

1. 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;
2. 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; and
3. At the time of construction, the BMP measures to be installed by the University will conform to the most current NYS Standards and Specifications for Erosion and Sediment Control. The techniques for controlling erosion and sediment control during construction will include the following:

- a. 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.
- b. All disturbed areas will be stabilized within 21 days when construction activities have temporarily or permanently ceased.
- c. Storm sewer inlet structures will be protected from sediment deposition.
- d. Swales and /or channels will include stone check dams to reduce the velocity of stormwater to non-erosive velocities.
- e. A Stormwater Pollution Prevention Plan, SWPPP, will be prepared for each proposed project or phase of development. The SWPPP will be prepared in conformance with the latest NYSDEC, Town of Brighton and EPA requirements.
- f. A geotechnical analysis will be completed for each proposed project or phase development. The geotechnical analysis will determine the ultimate design of the stormwater management system.
- g. Disturbance greater than 5 acres in size, where soil disturbance activity has been temporarily or permanently ceased, temporary and/or permanent soil stabilization measures shall be installed and/or implemented within 7 days from the date the soil disturbance has ceased.

Conclusions

The mitigation measures proposed adequately address the identified impacts to disturbed areas.

2. Water Resources, Stormwater Runoff

Description of Impacts

The management of potential stormwater from future development of the South Campus was a major issue of public discussion and Town staff and Town Board review. Additional development in the South Campus will result in an increase in impervious surfaces within the 180 acre site, which will result in an increase in the rate and volume of stormwater runoff and an increase in associated stormwater pollutant loading.

Mitigation Measures

1. Currently, stormwater runoff from the site discharges to either on-site wetlands or the Erie Canal. The proposed stormwater management plan re-directs runoff from a significant portion of the future developed areas to the Erie Canal. The existing development on the site will continue to direct runoff to the wetlands, with some of the new development area directing drainage to the on-site wetlands;
2. Periodic flooding currently occurs along a low-lying area of a Furlong Creek tributary at the Crittenden Road properties in the southwestern area of the South Campus. To improve periodic flooding situation, the Applicant's proposed stormwater management plan redirects some the current drainage patterns northerly, away from this problem area. In addition, several drainage amenities are proposed to decrease the volume and rate of stormwater runoff that flows into Furlong Creek upstream or east of the Lehigh Valley Trail, as follows:
 - Provide storm sewer connections on the developed portion of the South Campus (in Whipple Park) to redirect drainage away from Furlong Creek and toward the south wetland ;
 - Construct a berm within the north/south swale that conveys stormwater from the southern wetland to Furlong Creek. The swale is located adjacent to the Lehigh Valley trail. The berm will significantly reduce the amount of stormwater discharged from the south wetland onto the adjacent properties to the; and
 - Construct an outlet structure within the south wetland area to control the water surface elevation and the rate at which stormwater is discharged from the South Wetland. The outfall structure will discharge to the existing drainage way along the west side of the former Lehigh Valley railroad. As necessary the existing drainage way will be improved to insure that the stormwater discharged from outfall structure flows by gravity to the existing Furlong Creek culvert ;
3. All stormwater management facilities will be designed and constructed to meet and exceed the requirements of the latest NYS DEC Stormwater Management Design Manual and the Town of Brighton Comprehensive Development Guidelines;
4. A geotechnical analysis will be completed for each future project and/or phase of development in order to determine the ultimate stormwater management improvement design and location;
5. The drainage channel that bisects the project site will be retained along with its corresponding buffer area;

6. 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;
7. A larger amount of runoff will be directed towards the Erie Canal. Proposed stormwater management facilities will be provided upstream of the Erie Canal to attenuate post development runoff rates to pre-development conditions. Additionally, green infrastructure improvements will provide the required water quality volumes in accordance with the latest NYS DEC Stormwater Design Manual;
8. Water quality measures will be installed to remove runoff pollutants prior to discharge from all developed points on the site;
9. 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. Each proposed project will undergo Town review via the site plan approval process;
10. 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;
11. A meeting was held with NYSDEC on June 26, 2014 to review and discuss potential stormwater and wetland impacts from future development of the South Campus. Meeting highlights and summary items included:
 - NYS DEC noted a preference to install the stormwater amenities in the drier summer months when wetland water levels are lower;
 - NYS DEC stated the need for the University to negotiate with the Town how maintenance of the overflow drainage culvert crossing under the Town trail will be covered. It was suggested that the University be responsible for seasonal cleaning and the Town be able to do major or emergency repairs and charge the University for them, should the need arise;
 - NYS DEC permitting process for installation of the stormwater amenity facilities and the stormwater facilities for the project will require a public notification and comment process; and

- The application for the amenities will need to include documentation of land ownership and easements to verify rights and authorizations to implement the amenities.

Based on the NYSDEC meeting outcome, the University commits to: obtaining all required permits from NYS DEC; installing the drainage amenities in the summer/drier season; providing seasonal maintenance on the overflow drainage culvert to reimburse the Town for major or emergency repairs, should the need arise; and to secure and provide to the Town and NYSDEC the needed easements and authorizations to perform work on adjacent landowners properties. The University will also be required to enter into a Storm Water Maintenance Agreement; and

12. Mitigation techniques available for stormwater could include underground storage and surface treatment, along with on-site storage combined with the off-site capacities as determined by the Town Engineer. Although the Applicant has provided comprehensive analysis and preliminary design details, final calculations and designs for the required mitigation of potential stormwater impacts are premature at this stage. There appears to be adequate land area on the Project site, adequate techniques to properly manage requirements of both the NYSDEC and the Town of Brighton, and adequate oversight by the Town Engineer to assure that the mitigation will be effective to achieve all stormwater management and discharge goals. The final calculations and designs will be submitted with each formal site plan application. It will be thoroughly reviewed and approved by the Planning Board and the Town Engineer to assure compliance with all of the Findings and Conclusions of this environmental review process as well as compliance with all regulations and requirements of the NYSDEC and the Town of Brighton.

Conclusions

Based on the foregoing, the Town Board has determined that there are adequate protective measures proposed as mitigation to minimize or eliminate the potential stormwater related impacts resulting from the future growth in South Campus. In addition, the Town Board acknowledges that certain proposed drainage amenities will also mitigate existing flooding and drainage problems.

3. Terrestrial and Aquatic Ecology

Trees and Woodlot EPOD

Description of Impacts

The Applicant completed several tree studies throughout the review process to identify woodlot limits, significant trees and their condition. Old Growth habitat areas were also identified and mapped. Portions of future development in the South Campus will fall within the identified woodlot areas.

Mitigation Measures

1. While the DGEIS included a request for a Woodlot EPOD permit which would have applied to the entire IPD as part of the rezoning approval, the S-DGEIS removed that request which had previously been listed as an incentive. The FGEIS states and clarifies that the request for a Woodlot EPOD permit has been removed from the incentive zoning/site rezoning process, and in lieu of an upfront permit, proposed impacts to the Woodlot EPOD will be subject to Town review and approval pursuant to the Town's Environmental Overlay District Regulations as each specific phase of development is submitted as part of a formal site plan application;
2. The University has identified 'no-build' zones in the Old Growth habitat areas of the Woodlot EPOD. The current plan was revised to avoid potential building and disturbance in those areas. A tree survey will be part of each required Woodlot EPOD application to be conducted per Town standards for any future development phase/project which proposes impacts to the Woodlot EPOD,
3. A detailed tree mitigation plan and Landscape Buffer Planting Plan have been prepared that indicates enhanced buffers adjacent to residential areas. It will be implemented during the first spring after the IPD Rezoning. Spring planting will allow the new plants to get established prior to winter. The proposed Landscape Buffer Planting Plan may be found in Appendix C of the FGEIS;
4. Any development which will impact the Woodlot EPOD will need to follow the regulations outlined in the Town Code. As future buildings or phases of the master plan are submitted to the Town for site plan review, an analysis of the Woodlot EPOD and potential disturbance will be reviewed and analyzed as part of the site plan review process. An appropriate mitigation plan will be developed on a case by case basis as is typical with any site development plan reviewed by the Town that involves disturbance to the Woodlot EPOD;

5. Replanting plans for potential future Woodlot EPOD impacts will be prepared by the Applicant at the time of design for each project on a case by case basis and will be subject to the Town's review and approval process for each proposed project;
6. The Applicant proposes an amenity of planting enhancements within the 100 foot buffer zone adjacent to residential areas, with implementation during the first spring after approval of the IPD, or as soon thereafter as possible given planting feasibility, in coordination with the Town. A plan detailing the amenity and illustrating the proposed buffer planting was included in the FGEIS; and
7. The proposed IPD Ordinance includes a No Build Map dated August 18, 2014 which identifies the location of the utility corridor crossing which will cut across the 100 foot buffer and will serve as the location in which the proposed utility upgrades will be installed. Upon completion of the proposed utility work, the area of disturbance will be restored and replanted, and will subsequently remain undisturbed.

Conclusions

Based on the foregoing, the Town Board has determined that there are adequate protective measures proposed as amenities and mitigation to minimize or eliminate the potential Tree and Woodlot EPOD impacts resulting from this Action.

Wetlands

Description of Impacts

There are wetland areas within the South Campus. Potential building sites are in close proximity to some of the wetlands.

Mitigation Measures

1. Wetland Delineations were updated in 2013 and a Wetland Delineation Report was completed in January 2014. The updated wetland mapping was included in the S-DGEIS and submitted to the NYS DEC and Army Corps of Engineers. Both agencies have reviewed the updated delineations and verified the wetland boundaries. The wetland delineations are valid for five years (a timeline which began in January of 2014 based on agency verification of the delineation). Additional delineations will be performed after the five year expiration, as needed, for future projects which may be proposed in the vicinity of wetlands and their adjacent areas;
2. Wetland areas are located to the immediate southeast of the existing Laboratory for Laser Energetics (LLE), and adjacent to the Lehigh Valley

Trail. These locations include areas of upland habitat which will remain undisturbed and will continue to support amphibian life and a variety of wildlife post full build-out of South Campus. The large tract of wetlands along the southern portion of the South Campus adjacent to the Lehigh Valley Trail will not be impacted, nor will the 100 foot adjacent area pertaining to the NYS DEC regulated wetland. The parcel of land north of East River Road and west of Kendrick Road also contains a federal wetland, and proposed development of this parcel has been removed;

3. 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. The S-DGEIS Appendix C includes the updated wetland documentation and mapping;
4. Currently, stormwater runoff from the site discharges to either wetlands or the Erie Canal. The proposed drainage model will re-direct runoff from a majority of the future developed areas to the Erie Canal. For the most part, existing developed areas on South Campus will continue to direct runoff to the wetlands; some of the new development area will also direct drainage to the wetlands. The runoff rates to the wetland areas will be reduced significantly from existing conditions, allowing more time for infiltration into the soil as runoff passes through vegetated swales and bioretention facilities prior to discharge to wetland areas. More detention time will be provided along the route and in the ponds, all of which are benefits to water quality. The required stormwater detention times will be provided prior to discharging to the wetlands, but the wetlands will provide extended detention time as a bonus, which will further improve water quality;
5. A meeting was held with NYSDEC on June 26, 2014 to review and discuss potential stormwater and wetland impacts from future development of the South Campus, including the first proposed project, the Imaging Building on East River Road. Meeting highlights regarding wetlands included:
 - DEC understands and agrees that site conditions may change in the future, such as wetland size and shape;
 - DEC application and permitting process will require a public notification and comment process; and
 - Based on the meeting outcome, the University commits to obtaining all required permits from NYSDEC;
6. The University has identified "no-build" zones in the wetland areas. The current plan avoids potential building and disturbance in these areas. As stated in the S-DGEIS and the FGEIS, the University of Rochester will protect and avoid wetlands. When there is no other option but to impact a wetland,

the wetland will be enhanced via a proposed mitigation plan which will be submitted to the NYSDEC and the Town for review, approval and permitting. The approved plan will be part of the final design plan for the project. At the time of site plan application for each new building, final design of grading, stormwater management, landscaping, etc., will incorporate any proposed enhancements to the wetland areas at that time. All plans will be subject to the review and approval of the Planning Board and Town staff; and

7. Regarding the chorus frogs and vernal ponds: the vernal pond/wetland located behind the Laser Lab was constructed as mitigation to the Laser Lab expansion project. Refer to the wetland delineation maps included in the S-DGEIS Appendix C, Drawing W-1, and 'L' Wetland. This wetland is a 0.55+/- acre marsh specifically developed to provide and enhance chorus frog habitat documented in this area. Construction of this wetland was required to mitigate the habitat disturbance resulting from the Lab project. Disturbance of this wetland area will be avoided by future development.

Conclusions

Based on the foregoing, the Town Board has determined that there are adequate protective measures proposed as mitigation to minimize or eliminate the potential wetland impacts resulting from this Action.

D. Land Use and Zoning

Description of Impacts

1. The University Campus Master Plan identifies long-term development of their 180-acre South Campus in the Town of Brighton. The existing site is partially developed with institutional use along E. River Road and residential use (Whipple Park) in the southern portion;
2. Portions of the future development of the South Campus have the potential to be in close proximity to adjacent residential neighbors, including homes on Southland Drive, and Doncaster, Furlong and Crittenden Roads;
3. The proposed action will allow development of the South Campus, which will increase building density and height, and potentially change the land use of South Campus. The incentive zoning will allow building height and density greater than allowed by the current code for an Institutional Planned Development (IPD) district;
4. The placement of additional buildings on the South Campus will have the potential for visual impacts, particularly for the adjacent residential neighbors; and

5. A detailed plan, reflecting changes to the physical plan that was included as part of the S-DGEIS, has been completed and serves as the "Current Plan". The current plan containing land use, potential building locations, bulk, density and use regulations is included in Appendix A of the FGEIS.
6. Additional development on the South Campus may require the creation/extension of street lighting, sanitary sewer, and water districts.

Mitigation Measures

1. The University Campus 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;
2. A 100 foot buffer has been placed along the campus edge adjacent to residential uses, consistent with the current IPD regulations. Preservation of this natural buffer will help to screen future development from existing residences. Additionally, these buffers will be enhanced, where needed, by a landscaped buffer planting plan to increase the effectiveness of the buffer edge screening. The IPD Ordinance will include language to ensure the protection of the buffer. It is anticipated that additional plantings in the buffer are will be added over time as deemed necessary during the site plan review process for future buildings. In addition, a residential buffer zone has been added which limits maximum building heights to 35 feet within 200 feet of residential property line borders. The final width of the proposed buffer and the maximum building heights will be determined by the Town Board as part of the IPD Incentive Zoning/Rezoning process;
3. In addition to the 100 foot buffer, a 3-acre parcel of land at the southern end of the site adjacent to Crittenden Road is planned to be left in its natural state in an effort to have a successive decrease in intensity from the East River Road area, moving south to Crittenden Road;
4. The University will integrate with the adjacent neighborhoods by extending connections to the existing sidewalk system along the south side of East River Road, Murlin Drive, the Lehigh Valley Trail and northerly along Kendrick Road via sidewalks and bike lanes which integrate into and the Riverway Trail along the canal, as well as the multi-use trail system throughout the campus;
5. In response to comments received, the Applicant continuously revised the concept site plan for South Campus over the course of the review process evolution. Proposed institutional use was reduced, and residential use was introduced and then expanded. As compared to the original application, the current plan

includes a maximum of 1.29 million square feet of proposed institutional/non-residential space, which 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, north of Whipple Park. The current plan also includes 476,400 square feet of residential space, with buildings all located west and southwest of the adjacent residential neighborhood; the original application did not propose residential land use. The total development (existing and proposed) will not exceed 2,535,812 gross square feet. The maximum square feet of development will be determined by the Town Board during the IPD Incentive Zoning/Rezoning process;

6. The requested density incentive would allow an increase in maximum overall density to approximately 15,850 GSF/acre. However, the proposed clustering of the buildings as shown on the current plan avoids buffers, wetland areas and old growth habitats, which are identified in the FGEIS;
7. The FGEIS intended to establish the potential impacts, and proposed mitigation of those impacts, for the overall project represented as the Current Plan, should it be developed to its maximum allowed density. The incentive zoning and rezoning approvals will allow the current residential zoning of the site to be rezoned to Institutional Planned Development (IPD), and for the site to be developed up to the maximum allowable densities outlined in the Current Plan;
8. Questions and concerns were raised regarding the types of materials, biological agents, etc. that may potentially be present over time within the proposed research building that could potentially be released into the environment.

As stated in the South Campus IPD Draft Zoning Ordinance (FGEIS Appendix A), provisions are included for design and development laboratories, and "wet laboratories". If these types of laboratories are proposed, the ordinance proposed by the applicant states requirements for not only site plan approval, but also conditional use approval by the Planning Board. It is also proposed by the applicant that laboratories of Bio Safety Level 3 and 4 will not be permitted. The proposed ordinance also includes the performance standards set forth in the Town of Brighton Comprehensive Development Regulations § 203-168D. Permitted and conditionally permitted uses to be allowed pursuant to the proposed ordinance will be determined by the Town Board during the IPD Incentive Zoning/Rezoning process;

9. Design guidelines for the South Campus have been developed, and are included in Appendix B of the FGEIS. The current plan for the South Campus includes a variety of programmatic uses which transition in density from high to low, as the

site develops from the East River Road corridor, south into the residential zone. This transition was intentional to be sensitive to adjacent residential neighbors;

10. Each project for future development will be submitted to the Town of Brighton Planning Board for review and final approval on a case by case basis;
11. As depicted on the Current Plan dated July 14, 2014, the Applicant has proposed 100 feet of enhanced natural vegetation to remain and be preserved with no future development of any kind. The applicant also proposes the introduction of the 35-ft. maximum height buildings in the 200 foot "residential zone" to provide proper distance and massing that is consistent with the depth of a single family residential lot on the adjoining residential streets. The final width of the proposed buffer and the maximum building heights will be determined by the Town Board as part of the IPD Incentive Zoning/Rezoning process;
12. The proposed heights of buildings gradually reduce across the site from north to south which was done specifically to alleviate potential visual impacts on the adjacent residential neighborhoods. Visual simulations of existing viewsheds have been completed which depict potential building impacts. Photos of existing viewsheds and simulations depicting potential building massing based on maximum building heights being proposed are found in Appendix D of this FGEIS;
13. Based on feedback received during the review process, building height adjustments were made on the current plan to reduce proposed maximum heights adjacent to residential neighbors, to create a Residential Character Zone. The current plan indicates a maximum height of 35 feet within 200 feet of the property line. The Town Board will determine the maximum building heights that will be allowed during the IPD Incentive Zoning/Rezoning process.

Maximum building heights on the current plan are as follows:

- 35 feet (3 stories) maximum within 200 feet of the residential property line;
 - 50 feet (4 stories) maximum in the residential land use area;
 - 75 feet (6 stories) maximum in the Institutional/Non-residential land use area; and
 - 90 feet (7 stories) maximum on the north side of East River Road ; and
14. As part of the amenities outlined in the S-DGEIS and FGEIS, planting enhancements were identified to be added to the 100 foot buffer zone adjacent to residential areas. The enhanced buffering and screening will reduce the impact of proposed buildings for adjacent homeowners.

15. As part of the IPD incentive zoning/rezoning process the Town Board will adopt a set of regulations (IPD Ordinance) for the governance of the rezoned acreage. The IPD Ordinance will address building density, building setback, building height, permitted uses, and conditionally permitted. The ordinance will also address the applicable mitigation measures, including the width of the buffer, identified in the GEIS and this Finding Statement.
16. The University will design each of its facilities to meet the required level of LEED silver with a minimum of LEED certification.
17. To mitigate bird collisions with glass, reflective glass curtain wall systems will not be permitted.
18. Each phase/project will undergo LEED analysis; regional material use and diversion of construction debris will be part of the analysis for each proposed building.
19. As each phase/project goes into site plan design and review by the Town, specific impacts with regard to noise will be analyzed on a case by case basis by the Town of Brighton staff and the Planning Board as part of the site plan approval process.
20. At a minimum, all new developments, renovations and additions shall meet the goals and objectives outlined in the University of Rochester Council on Environmental Sustainability.
21. The applicant will use its best efforts to incorporate the use of LED light fixtures or the latest generation of energy efficient fixtures into each phase/project and all lighting will meet dark sky requirements.
22. All proposed buildings will be reviewed and approved by the Town of Brighton Architectural Review Board.
23. As determined during the Planning Board approval process, the district creation/extension for lighting, sanitary and water will be completed as required.

Conclusions

The mitigation measures proposed adequately address the identified impact to the Town's Comprehensive Plan, impacts to residential neighbors, and properly address the identified impacts to project density and land use.

E. Historical and Archeological Resources

Description of Impacts

Potential disturbance of historic places within or adjacent to the project site have been investigated. When and if a development is proposed for the site, construction will cause a disturbance in some areas, while other areas will remain undisturbed. A Phase 1A Historic and Archeological Assessment was completed.

Mitigation Measures

1. Further assessment of potential impacts on previously undeveloped areas will be completed at the time a specific project is proposed. A Phase 1B Historic and Archeological Assessment will be prepared on a project by project basis as part of the respective SEQRA processes for those Site Plan applications to the Town Planning Board; and
2. As demonstrated by the photo simulations included in the FGEIS, the retention of the natural screening along the IPD boundaries along with the proposed enhanced buffers will likely avoid impacts to potential historic structures on neighboring properties.

Conclusions

Potential historic and archeological impacts and commensurate mitigation will be determined during the respective Site Plan Approval processes.

F. Traffic

Description of Impacts

Development of the South Campus over time will result in an increase to traffic volumes at various times of the day and evening. The University Campus Master Plan is a long range plan that will likely occur over decades. As the Master Plan is built out in phases, additional traffic improvements may be required, such as the addition of traffic signals and/or road widening, and will be determined ahead of the construction for each phase in order to avoid adverse impacts to congestion and driver delay.

The traffic study area included the following intersections:

- West Henrietta Road at I-390 North Bound Ramp
- West Henrietta Road at East River Road
- West Henrietta Road at Brighton-Henrietta Road
- West Henrietta Road at Crittenden Road
- West Henrietta Road at Doncaster Road/Sunnyside Road
- West Henrietta Road at Southland Drive
- East Henrietta Road at I-390 North Bound Ramp

- East Henrietta Road at I-390 South Bound Ramp
- East Henrietta Road) at Crittenden Road/MCC
- East River Road at Crittenden Road
- East River Road at Kendrick Road/Murlin Drive
- East River Road at I-390 SB On-Ramp & Off-Ramp
- East River Road at Site Drive

1. A comprehensive analysis of the surrounding street network was performed to determine what impacts the proposed incentive zoning/rezoning, and resulting potential future development would have on the street network. The intensity of uses associated with the proposed IPD zoning designation is much greater than that of a residential zoning designation. 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;

2. Two build-out scenarios for the South Campus, from 130,000 square feet to 1,766,450 square feet, 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 ongoing and programmed improvement projects for the transportation network in the vicinity of the South Campus that will have a dramatic and positive impact on the current roadway network;

3. The analysis concluded that the adjacent roadway network will accommodate the full build scenario once the first three phases of the ongoing NYS DOT improvements are in place. Those 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 traffic signal on East River Road just east of the Lazer Lab. The traffic signal will be paid for by the applicant.; and

4. 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 potential for 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.

Mitigation Measures

There is existing traffic congestion within the area in its current condition and sought to ensure that any such congestion would not be further compounded by future growth in the South Campus. However, recently completed and ongoing highway interchange improvements in the area of the University are improving traffic flow; two new interchanges to I-390 (at East River Road and Kendrick Road) will be completed by the end of 2014 and a third in 2015 (at West Henrietta Road). Through the review process, the Town Board utilized a multi-agency approach to identify where problems existed, where additional issues may be forthcoming with the future growth, and what mitigation is available to minimize or eliminate those issues. The Town Board appreciates the time and attention given to this matter by Town Staff, the Monroe County Department of Transportation, the New York State Department of Transportation, the City of Rochester, the Board's consultant, Stantec, and the Applicant and its consultants. This coordination provided the Town Board with a comprehensive understanding of important issues and available mitigation techniques.

Due to the different types of land use anticipated as part of the future South Campus growth, projected traffic volumes will vary. To determine the best way to develop agreeable monitoring measures, the University representatives held several meetings with all local transportation agencies and Town representatives to discuss the potential traffic impacts, and how the University plans to monitor the impacts incrementally over time. The purpose of the discussions was to determine reasonable and acceptable transportation system monitoring procedures as the University grows over time. The following traffic monitoring and mitigation plan has been identified:

1. Based on completion of comprehensive reviews by the Town and the transportation agencies and the discussions at the group meetings, it was determined that the best approach is to continue to update the regional Traffic Impact Study (TIS) every five years to monitor potential traffic impacts and identify commensurate traffic mitigation starting in 2015. The Town review fees will be paid for by the University;
2. In addition, the Town can request as part of the SEQRA process for any individual project, an updated traffic analysis, depending upon the size and nature of the proposed project. The Town review fees will be paid for by the University. The next TIS update will be completed in the fall of 2015. Monroe County Department of Transportation's letter is included in Appendix E;
3. An Active Transportation Plan will be prepared which provides pedestrian and bicycle connectivity throughout the South Campus site, and South Campus connections to the Lehigh Valley Trail at East River Road and to the north (via improvements on the Kendrick Road Bridge) to the U of R Medical Campus, and the River Campus. RG&E owns a 40 foot strip of land which runs along

the entire western property boundary of the South Campus site, parallel to the Lehigh Valley Trail. This strip of land contains overhead transmission power lines strung from steel towers. Given RG&E's ownership of the power corridor running parallel to the trail, connections to the Lehigh Valley Trail which would need to cross the RG&E owned transmission corridor. The University will seek to obtain an additional access easement from RG&E that will provide pedestrian access to the Lehigh Valley Trail from the South Campus. The Active Transportation Plan is referenced in Appendix E of the FGEIS;

4. **RTS bus stops and University Shuttle service:** The University of Rochester South Campus is currently served by the Rochester Transit Service (RTS) as part of RGRTA's overall network. The University and RGRTA meet regularly to discuss ridership, the need for additional or modified stops throughout the campus, enhanced bus stops and shelters for interconnection of RGRTA stops with University shuttle stops, and express service to various areas of the community. Similar to the ongoing plans and development of College Town, it is likely that RTS bus stops will be added to the South Campus site as it becomes further developed. The demand for future stops will continue to be coordinated with RGRTA as public ridership and transportation links continue to increase throughout the campus, and the University commits to working with RGRTA to maintain and increase transit access to the South Campus; and
5. The 2015 TIS, will review the need for a traffic signal at the East River Road/Laser Lab driveway intersection. If the 2015 TIS determines that a signal is not necessary, such need will be reviewed again in future TIS. If or when a traffic signal is required, the U of R will be responsible for installing a traffic signal and any other highway, signaling or signage improvements that may be required by the permitting agency.

Conclusions

Based on the foregoing, the Town Board has determined that there are adequate protective measures proposed as mitigation along with plans for further study over time to monitor growth, with the goal to minimize or eliminate the potential traffic impacts resulting from this Action.

G. Utilities/Energy

Existing utilities will be extended to the site, including electrical, sanitary sewers, public water and drainage piping. Following completion of an RG&E substation on the north side of East River Road, and east of Kendrick Road, there will be adequate capacities to accommodate the future development of the South Campus, with some improvements to

be made by the Applicant. A summary of the impacts, mitigation measures and conclusions for each utility service follows:

Water Supply

Description of Impacts

Additional development on the South Campus will require additional water supply for domestic use and fire protection. The Water Supply Analysis Report provided in the S-DGEIS analyzed a portion of the study area for the anticipated first phase of South Campus development along East River Road.

Based on comments received from the Town, a revised water supply system analysis was completed for proposed South Campus development. Several meetings were held to discuss the analysis methodology to address the Town's concerns, including meetings with the Town Engineer and the Town's consultants, and with Monroe County Water Authority (MCWA).

MCWA completed additional flow tests on June 4, 2014 to support the water supply system analysis model work completed. MCWA ran its system wide model with the newly collected data to check the future flow conditions for the first phase of development in the South Campus. Its findings confirm that there is enough existing capacity to serve the first phase of development (Imaging Building) with a new 8" water main connection off Southland Drive. The University will complete that connection.

Future development after the Imaging Building will require improvements to the distribution system including but not limited to a 12" water main connection from Crittenden Road at the Lehigh Valley Trail to Murlin Drive, and an 8" connection from West Henrietta Road just south of East River Road with a 6" Pressure Sustaining Valve.

Mitigation Measures

1. In a letter dated July 8, 2014, MCWA provided a "Letter of Intent to provide Water Service to the University of Rochester South Campus". The letter from MCWA is included in Appendix F of the FGEIS. The MCWA stated that any future development will require MCWA approval and improvements to the distribution system including but not limited to the installation of the following:
 - A 12" watermain from Crittenden Road at the Lehigh Valley Trail to Murlin Drive; and
 - An 8" connection from West Henrietta Road just south of East River Road, with a 6" Pressure Sustaining valve (PSV) on the private side.

The U of R will continue to work with the MCWA to develop a schedule regarding the implementation of these improvements to the water system; and

2. As each building in the South Campus is proposed, the water demand and pressure will be calculated and potential impacts to the supply system will be re-examined to ensure there is adequate supply (flow and pressure) without impacting flow and pressure to the adjacent neighborhoods. A complete water system evaluation report (suitable to the Town of Brighton) will be completed during the site plan application process and prior to any further development and as requested by the Town.

Conclusions

A hydraulic analysis will be conducted for each subsequent project located within the IPD District, as the results of the hydraulic analysis in the FGEIS only considered construction of the Imaging Building. If additional water supply system mitigation measures are needed in the future, it will be the University's responsibility to obtain approvals from the Town and MCWA and to implement the improvements.

Sanitary Sewer

Description of Impacts

1. Portions of the South Campus site are not located within a sanitary sewer district. The existing district must be extended or a new district formed before these areas can be served by sanitary sewers.
2. Based on the Preliminary Grading Plans and the depths of the existing sewer system, the existing sanitary sewer system layout is well positioned for future growth. In the southernmost portion of the site where the grades are the lowest, it may be determined that a sanitary pump station would be needed to provide service to the nearest existing private sewer lateral.

Mitigation Measures

1. The University will pursue a new sanitary sewer district or extensions to the existing sanitary sewer district upon approval of the South Campus property rezoning in order to ensure that the entire South Campus property is part of a sanitary sewer district.
2. Site Utility Analysis will be conducted during the site plan review process for each proposed development phase/project.
3. If it is determined that a sanitary pump station is needed, a private pump station will be installed, owned, maintained and operated by the University of Rochester.

Emergency Access/Easements

Description of Impacts

Emergency access to the rezoned property from the Lehigh Valley Trail is needed and has been identified. The proposed emergency access must cross lands owned and by RG&E.

Mitigation Measures

1. The emergency access will be designed to be consistent with NYS Fire Code requirements;
2. The timing of the emergency access road will be installed prior to any residential development within the South Campus property or as required by the Town Board as part of the IPD process. The specific timing will be part of the Site Plan review process for future phases which focus on development of the southern half of the South Campus Site, and include any residential components;
3. Coordination with RG&E regarding the necessary cross access easement is being handled currently in an effort to ensure that the easement is in place prior to the triggers which will necessitate the construction of the emergency access drive; and

Conclusions

The mitigation measures proposed for the emergency access easement adequately address the impacts.

Electricity, Natural Gas, Telecommunications

Given that no adverse environmental impacts have been identified for electrical, natural gas or telecommunication services, no mitigation is required.

H. Community & Neighborhood Character

Description of Impacts

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.

1. 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; and
2. 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.

Mitigation Measures

1. The University Campus 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;
2. A 100 foot buffer has been placed along the campus edge adjacent to residential uses, consistent with the current IPD regulations. Preservation of this natural buffer will help to screen future development from existing residences. Additionally, these buffers will be enhanced, where needed, by a landscaped buffer planting plan to increase the effectiveness of the buffer edge screening. The IPD Ordinance will include language to ensure the protection of the buffer. It is anticipated that additional plantings in the buffer are will be added over time as deemed necessary during the site plan review process for future buildings. In addition, a residential buffer zone has been added which limits maximum building heights to 35 feet within 200 feet of residential property line borders;
3. 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 build out of the South Campus;
4. 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.

Conclusions

The mitigation measures proposed adequately address the community and neighborhood character impacts identified to date.

I. Police, Fire and Ambulance

Description of Impacts

The development of the South Campus over time will increase the need for and demand on police, fire and ambulance service providers, especially with the proposed increase in residential use.

Mitigation Measures

1. The University's 40+ sworn Peace Officers help to reduce the number of calls that require Town services (fire, police). At the Public Hearing on March 26, 2014, Town of Brighton Police Chief Henderson addressed a comment about the cooperative agreement between the Town and the University. Chief Henderson stated that he was part of the original committee that met with the University president that talked about changing from security staff to a police officer status. He noted that there is a memorandum of understanding in place between the Brighton Police Department and the University. He said there is very good communication, and great interagency cooperation. The two forces train together. He also said there are not a lot of calls in this part of the University, and not a lot compared to Brighton overall, West Brighton specifically; and
2. To account for impacts on police, fire, ambulance, and other municipal services, the University of Rochester has offered an amenity under incentive zoning to offset the tax-exemption impact. The framework offered for the proposed amenity would be an annual deposit based on \$.45/gsf for new development into one or more trust funds set up by the Town.

Conclusions

The amenity proposed adequately addresses the identified impacts to police, fire, ambulance and other municipal services.

J. Schools

Description of Impacts

During the review process, the potential impact to the Rush Henrietta School District was raised, regarding whether there would be an increase in the number of school-aged children.

Mitigation Measures

The proposed occupancy for future residential units is student dormitories, life-long learning (for retired faculty and alumni), and short term housing for hospital and clinic patients and visitors (like Ronald McDonald and Hope Lodge programs). Therefore, no increase to school-aged children is anticipated. In the event that the plan for residential development changes in a manner that will increase the number of school-aged children, the University will agree to negotiate an agreement with the Rush Henrietta School District to mitigate the increased cost to the School District of additional students.

Conclusions

The mitigation proposed adequately addresses the identified impact to schools.

K. Recreational Opportunities

Description of Impacts

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 habitat. Residential development will potentially impact the recreational services provided by the Town of Brighton. Mitigation Measures

1. 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;
2. A connection to the Lehigh Valley Trail will be available at East River Road, which will allow direct access to the surrounding trail network; and
3. 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.
4. Impacts from residential development on the Town's recreational services will be mitigated by the Parkland Trust fee to be paid prior to obtaining a permit for construction.

Conclusions

The mitigation measures proposed adequately addresses the identified impacts to recreational opportunities.

L. Growth Inducement Aspects

Description of Impacts

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

Mitigation Measures

Given that no adverse growth inducement aspects have been identified, no mitigation is required.

Conclusions

The development of the South Campus is not expected to trigger additional growth in the area.

Public Input Process

The Town Board, as Lead Agency, hosted public hearings. The Town Board has determined that all required legal notices and mailings were given, and that the public was properly informed of the opportunities to provide input. The Applicant also hosted a number of neighborhood meetings and Public Informational meetings throughout the lengthy review process. Accordingly, there were many opportunities for the public to hear about the Applicant's intentions and have a dialogue with the Applicant and Town officials, outside of the required public hearing process. The Town Board has determined that all appropriate and legal requirements regarding public input have been met or met and exceeded.

SEQRA Procedure

The Town Board, upon review and reflection, has determined that it has complied with the letter, spirit and intent of the SEQRA regulations.

As documented throughout the FGEIS, key potential impact elements will continue to be monitored incrementally over time as growth in the South Campus continues. Those elements include but are not limited to:

- Tree Planting in the residential buffer areas;
 - Management of Stormwater Drainage;
 - Traffic impacts and mitigation to the roadway network;
 - Water Supply System; and
 - Sanitary Sewer System.
 - Active Transportation
-

CERTIFICATION OF FINDINGS TO APPROVE

Having considered the Draft, Supplemental Draft and Final Generic EIS and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617.9, this Statement of Findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;
2. Consistent with social, economic, and other essential considerations, from among the reasonable alternatives thereto, the action is one which minimizes or avoids potential adverse environmental effects to the maximum extent practicable; including the effects disclosed in the generic environmental impact statement; and
3. Consistent with social, economic and other essential considerations, to the maximum extent practicable, potential adverse environmental effects revealed in the generic environmental impact statement process will be minimized or avoided by incorporating as conditions to the decision those mitigation measures which were identified as practicable.

Town of Brighton Town Board

Name of Agency

Name and Title of Responsible Official

Signature of Responsible Official

Date

2300 Elmwood Avenue, Brighton, NY 14618

Address of Agency

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 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

RESOLVED, that the Town Board hereby appoints Sandra L. Frankel as a Marriage Officer of Town of Brighton to serve without wage or salary pursuant to Section 11-C of the Domestic Relations Law of the State of New York, subject to the provisions thereof, for a term commencing immediately and expiring December 31, 2015.

Dated: January 14, 2015

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

At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held at the Brighton Town Hall, 2300 Elmwood Avenue, in said Town of Brighton on the 14th day of January, 2015.

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

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

Councilpersons

WHEREAS, the Town of Brighton recognizes the importance of Seneca Lake to the State and Finger Lakes region as a drinking water source, for recreation, as a natural habitat, and in supporting the agricultural and tourism economy of the Region; and

WHEREAS, Inergy Corporation, Crestwood Midstream Partners LP, Arlington Gas Storage, LLC, Finger Lakes LPG Storage, LLC (and all other associated affiliates) have proposed a large scale liquefied petroleum gas (LPG) and compressed natural gas storage facility adjacent to and beneath Seneca Lake (at the US Salt, LLC facility) known as the Seneca Lake Gas Storage Project (SLGSP); and

WHEREAS, said project would involve compression and storage of LPG in caverns created by the solution mining of salt deposits below and adjacent to Seneca Lake, and movement and surface storage of salt water displaced from said caverns as LPG is pumped into and out of said caverns; and

WHEREAS, this Town Council is deeply concerned with the potential for dramatic and catastrophic environmental impacts from this project due to:

1. The uncertain geologic stability of SLGSP's subterranean caverns, and the risk that said caverns would be compromised by even low-level earthquakes that are common in this region of New York State, and that could become more frequent should hydrofracking and ancillary industrial activities such as injection wells be permitted in the region at a future time.
2. The threat of discharge of large amounts of salt water from SLGSP's surface storage facilities into Seneca Lake or its tributaries.
3. The threat of discharge of large amounts of salt water as they are moved between subterranean caverns and surface storage facilities during the course of operations.

4. The threat of LPG seepage from said subterranean caverns; and

WHEREAS, real risk of another catastrophic ceiling collapse in the US Salt facility (being used as a propane storage facility) could lead to significant contamination of Seneca Lake by raising the salinity of the lake water above a level at which it could be cost effectively treated by current treatment facilities requiring replacement water supplies.

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Brighton opposes the SLGSP and respectively requests that the New York State Department of Environmental Conservation withhold approval of any plan for mass storage and compression for natural gas near, adjacent to or under Seneca Lake; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be sent to THE Honorable Andrew M. Cuomo, Governor of New York State, NYS Capitol Building, Albany, NY 12224; Senator Joseph Robach, Assembly Majority Leader Joseph Morelle, the Commissioner of the New York State Department of Environmental Conservation, Joseph Martens, 625 Broadway, Albany, NY 12233-1011; the Permit Administrator for Region 8 of the New York State Department of Environmental Conservation, 6274 East Avon-Lima Road, Avon, NY 14414 and the Federal Energy Regulatory Commission, Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426.

Dated: January 14, 2015

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