

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  
July 22, 2015

**Present:**

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

**MEETING CALLED TO ORDER AT 7:00 PM:****OPEN FORUM:**

Judy Schwartz – 179 Ashbourne Rd

**APPROVAL OF AGENDA:**

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**PUBLIC HEARINGS:****COMMUNICATIONS:**

- FROM:** Lawrence Howk, Treasurer-Brighton Fire District to Supervisor dated June 30, 2015 regarding Financial Statements for year ending 2014
- FROM:** Ramsey Boehner to Supervisor dated July 1, 2015 regarding notification of Landmark designation of 73 Washington Drive.
- FROM:** Carol Vahl, Cindy Brickley, Christine Embling and Christine Seoud to Supervisor all dated July 9, 2015 regarding proposed redevelopment of Clover Lanes project.
- FROM:** Jay and Margaret Rachfal to Supervisor received July 13, 2015 regarding proposed redevelopment of Clover Lanes project.
- FROM:** Monroe County Clerk of the Legislature to Supervisor dated July 17, 2015 regarding Public Hearing Notice to add particular properties to the Monroe County Southwestern Agricultural District Number 2, Number 5 and Number 6.
- FROM:** Judy Schwartz letter to Town Board dated July 22, 2015 regarding proposed redevelopment of Clover lanes project.

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 – Has not met since last Town Board meeting; next meeting 9/21/15 at 4:30 PM at Brookside School.

Finance and Administrative Services – Met on 7/14/15; next meeting 8/4/15 at 3:30 PM in the Stage Conference Room at Town Hall.

Public Safety Services – Has not met since last Town Board meeting; next meeting 8/11/15 at 8:00 AM in the Downstairs Meeting Room at Town Hall.

Public Works Services -- Has not met since last Town Board meeting; next meeting 8/4/15 at 9:00 AM in the Downstairs Meeting Room at Town Hall.

**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. 1 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval to award bid to Stantec Inc. with authorization for Supervisor to execute all related documents, to provide professional services in connection with the review of Draft and Final Environmental Impact Statement and the preparation of Scoping and Findings Statement relating to the Incentive Zoning Application for the project known as Palazzo Plaza (*see Resolution #1 and letter dated July 13, 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. 2 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Receive and file DRAFT Scope Outline from Costich Engineering for the project known as Palazzo Plaza dated July 15, 2015 and set September 9, 2015 as Public Hearing date for same (*see Resolution #9 and letter dated July 17, 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. 3 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval to transfer funding from Department of Public Works Engineering Services account to particular payroll associated accounts to support funds needed for additional personnel services relating to building permit compliance review (*see Resolution #2 and letter dated July 6, 2015 from Ramsey Boehner, Town Planner*).

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. 4 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute agreement with Midland Appraisal Associations Inc. to provide preliminary certiorari appraisal services for 717 and 797 East Henrietta Road (*see Resolution #3 and letter dated July 8, 2015 from Elaine Ainsworth, Town Assessor*).

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. 5 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize transfer of funding from the Police Department wages account into the Police Vehicle account to support purchase of one police vehicle for 2015 (*see Resolution #4 and letter dated July 9, 2015 from Suzanne Zaso, Director of Finance*).

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Approval to declare six particular Police vehicles that are no longer serviceable based on their current value, as surplus and authorize their disposal through municipal auction (*see Resolution #5 and letter dated July 15, 2015 from JP O'Brien Administrative Analyst, Brighton Police.*)

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

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute one proposed Sanitary Sewer and one Storm Sewer easement for the University of Rochester's Imaging Building project, together with related documents (*see Resolution #6 and letter dated July 10, 2015 from Michael Guyon, P.E. Town Engineer.*)

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. 8 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Authorize Supervisor to execute agreement with Rochester Gas & Electric in order for the Town to service various streetlights connected to RG&E owned light poles within Brighton (*see Resolution #7 and letter dated July 10, 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. 9 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTER RE:** Receive and file advisory report dated July 9, 2015 from Rick DiStefano, Secretary to the Brighton Tree Council, concerning the recommended removal of trees located at trail sections #1, #5, #6 and #8 for the construction of the Brickyard Trail and set August 26, 2015 as Public Hearing date for same (*see Resolution #8 and letter dated July 15, 2015 from Timothy Keef, P.E., Commissioner of Public Works.*)

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. 10 attached

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MATTERS OF THE SUPERVISOR:**

**MATTERS OF THE ATTORNEY TO THE TOWN:**

**MATTERS OF THE TOWN CLERK:**

**MATTERS OF THE BOARD:**

**MOTION TO GO INTO EXECUTIVE SESSION AT 8:23 PM:**

Motion by Councilmember Louise Novros seconded by Councilmember Jason DiPonzio to go into executive session to discuss employment of a particular person.

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**MOTION TO EXIT EXECUTIVE SESSION AT 8:53 PM:**

Motion by Councilmember Christopher Werner seconded by Councilmember Jason DiPonzio to come out of executive session at 8:53 PM

UPON ROLL CALL VOTE

MOTION UNANIMOUSLY CARRIED

**ADJOURNED AT 8:54 PM:**

Motion by Councilmember James Vogel seconded by Councilmember Louise Novros to adjourn at 8:54 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 22nd day of July 2015 and that I recorded said minutes of the aforesaid meeting of the Town Board of the Town of Brighton, New York.

**TOWN BOARD MEETING**  
**July 22, 2015**  
**7:00 P. M.**  
**Brighton Town Hall**  
**2300 Elmwood Avenue**

**MEETING CALLED TO ORDER:**

**OPEN FORUM:**

**APPROVAL OF AGENDA:**

**PUBLIC HEARINGS:**

**COMMUNICATIONS:**

- FROM:** Lawrence Howk, Treasurer-Brighton Fire District to Supervisor dated June 30, 2015 regarding Financial Statements for year ending 2014
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- FROM:** Jay and Margaret Rachfal to Supervisor received July 13, 2015 regarding proposed redevelopment of Clover Lanes project.
- FROM:** Monroe County Clerk of the Legislature to Supervisor dated July 17, 2015 regarding Public Hearing Notice to add particular properties to the Monroe County Southwestern Agricultural District Number 2, Number 5 and Number 6.

**COMMITTEE REPORTS:**

Parks and Recreation & Community Services  
Finance and Administrative Services  
Public Safety Services  
Public Works Services

**NEW BUSINESS:**

- MATTER RE:** Reading and approval of claims
- MATTER RE:** Approval to award bid to Stantec Inc. with authorization for Supervisor to execute all related documents, to provide professional services in connection with the review of Draft and Final Environmental Impact Statement and the preparation of Scoping and Findings Statement relating to the Incentive Zoning Application for the project known as Palazzo Plaza (*see Resolution #1 and letter dated July 13, 2015 from Ramsey Boehner, Town Planner*).
- MATTER RE:** Receive and file DRAFT Scope Outline from Costich Engineering for the project known as Palazzo Plaza dated July 15, 2015 and set September 9, 2015 as Public Hearing date for same (*see Resolution #9 and letter dated July 17, 2015 from Ramsey Boehner, Town Planner*).

- MATTER RE:** Approval to transfer funding from Department of Public Works Engineering Services account to particular payroll associated accounts to support funds needed for additional personnel services relating to building permit compliance review (see *Resolution #2 and letter dated July 6, 2015 from Ramsey Boehner, Town Planner*).
- MATTER RE:** Authorize Supervisor to execute agreement with Midland Appraisal Associations Inc. to provide preliminary certiorari appraisal services for 717 and 797 East Henrietta Road (see *Resolution #3 and letter dated July 8, 2015 from Elaine Ainsworth, Town Assessor*).
- MATTER RE:** Authorize transfer of funding from the Police Department wages account into the Police Vehicle account to support purchase of one police vehicle for 2015 (see *Resolution #4 and letter dated July 9, 2015 from Suzanne Zaso, Director of Finance*).
- MATTER RE:** Approval to declare six particular Police vehicles that are no longer serviceable based on their current value, as surplus and authorize their disposal through municipal auction (see *Resolution #5 and letter dated July 15, 2015 from JP O'Brien Administrative Analyst, Brighton Police*).
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- MATTER RE:** Authorize Supervisor to execute agreement with Rochester Gas & Electric in order for the Town to service various streetlights connected to RG&E owned light poles within Brighton (see *Resolution #7 and letter dated July 10, 2015 from Timothy Keef, P.E., Commissioner of Public Works*).
- MATTER RE:** Receive and file advisory report dated July 9, 2015 from Rick DiStefano, Secretary to the Brighton Tree Council, concerning the recommended removal of trees located at trail sections #1, #5, #6 and #8 for the construction of the Brickyard Trail and set August 26, 2015 as Public Hearing date for same (see *Resolution #8 and letter dated July 15, 2015 from Timothy Keef, P.E., Commissioner of Public Works*).

**MATTERS OF THE SUPERVISOR:**

**MATTERS OF THE ATTORNEY TO THE TOWN:**

**MATTERS OF THE TOWN CLERK:**

**MATTERS OF THE BOARD:**

**MOTION TO GO INTO EXECUTIVE SESSION:**

**MEETING ADJOURNED:**

**NEXT TOWN BOARD MEETING:**

August 12, 2015 - 7:00 pm  
Brighton Town Hall - 2300 Elmwood Avenue

CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

July 22, 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>154,141.15</u> |
| D - HIGHWAY           |    | <u>24,642.90</u>  |
| H - CAPITAL           |    | <u>150,928.60</u> |
| L - LIBRARY           |    | <u>259.05</u>     |
| SA - AMBULANCE DIST   |    | <u>4,184.29</u>   |
| SB - BUSINESS IMPROVM |    | <u>296.00</u>     |
| SD - DRAINAGE DIST    |    | <u>140.00</u>     |
| SF - FIRE DIST        |    | <u>29,306.03</u>  |
| SK - SIDEWALK DIST    |    | <u>7,220.00</u>   |
| SL - LIGHTING DIST    |    | <u>8,425.00</u>   |
| SM - SNOW REMOVAL DST |    | <u>1,480.00</u>   |
| SN-NEIGHBORHOOD DIST. |    | <u>100.00</u>     |
| SP-PARKS DISTRICT     |    | <u>205.00</u>     |
| SR-REFUSE DISTRICT    |    | <u>11,687.50</u>  |
| SS - SEWER DIST       |    | <u>58,801.80</u>  |
| SW - WATER DIST       |    | <u>2,220.00</u>   |
| TA - AGENCY TRUST     |    | <u>3,103.90</u>   |
| TOTAL                 | \$ | <u>457,141.22</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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 13, 2015 from Town Planner Ramsey A. Boehner regarding a request to authorize the Supervisor to execute an agreement with Stantec, Inc. to provide professional services for a cost not to exceed \$39,430.00 to conduct the required environmental scoping and review of the proposal by the Daniele Family Companies to redevelop the Clover Lanes property on Monroe Avenue into Palazzo Plaza, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Stantec, Inc. to provide professional services for a cost not to exceed \$39,430.00 to conduct the required environmental scoping and review of the proposal by the Daniele Family Companies to redevelop the Clover Lanes property on Monroe Avenue into Palazzo Plaza.

Dated: July 22, 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

July 13, 2015

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

Re: Request for Proposals for Professional Consulting Services  
Incentive Zoning Application Submitted by Daniele Family Companies  
Palazzo Plaza Project

Dear Councilperson Werner and Committee Members:

The Town Board authorized the preparation and solicitation of a request for proposals for professional consulting services for the review and preparation of scoping documents, the review of a Draft Environmental Impact Statement, the review of a Final Environmental Impact Statement and in the preparation of a Findings Statement for an Incentive Zoning application submitted by Daniele Family Companies for their Palazzo Plaza project in accordance with the New York State Environmental Quality Review Act (SEQR).

The Request for Proposals was advertised in the NYS Contract Reporter on June 22, 2015 and responses were requested by July 9, 2015. Over two hundred (200) firms obtained copies of the RFP and eight (8) firms submitted responses to the Request for Proposals.

Town staff evaluated the proposals and after deliberation, the consultant Stantec is recommended based upon their understanding of the project scope, qualifications, local knowledge, and experience with similar projects.

The Stantec price proposal indicates that a maximum not-to-exceed price to provide those services outlined in the RFP is \$39,430.

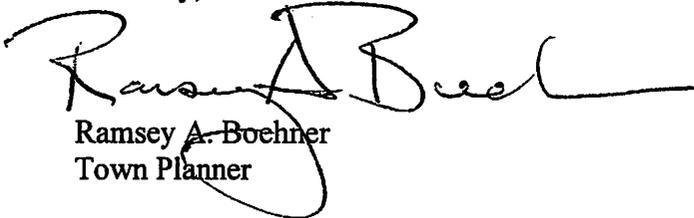
In a letter dated May 26, 2015, the applicant acknowledged that an Environmental Impact statement will be prepared for the project and that the cost to hire a consultant to conduct the necessary environmental review will be reimbursed by the applicant. The applicant should provide the amount of funds necessary to cover the total cost of the proposed services through an Escrow Account held by the Town prior to proceeding further with the environmental review.



I am requesting that the FASC authorize the Supervisor to enter into an agreement with Stantec for a cost not-to exceed \$39,430 to provide those professional services necessary to conduct the environmental review in accordance with the scope outlined in the Request for Proposals.

I will be in attendance at your regularly scheduled July 14, 2015 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,

A handwritten signature in black ink that reads "Ramsey A. Bochner". The signature is written in a cursive style with a long horizontal line extending to the right.

Ramsey A. Bochner  
Town Planner

Cc: Suzanne Zaso  
Mike Guyon  
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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**WHEREAS**, the Town Board previously issued a positive declaration under the State Environmental Quality Review Act (SEQRA) as lead agency with respect to the review of the Daniele Family Companies' proposal for Palazzo Plaza; and

**WHEREAS**, based on the positive declaration, the Town Board desires that there be a public scoping process in connection with the preparation of an environmental impact statement under SEQRA for the proposal; and

**WHEREAS**, the developer has submitted a Draft Scope for such Environmental Impact Statement to the Town for public review.

**NOW THEREFORE BE IT RESOLVED**, that correspondence dated July 17, 2015 from Town Planner Ramsey A. Bohner regarding the setting of a public hearing on Scoping for the purposes of environmental review under the State Environmental Review Quality Review Act (SEQRA) in connection with the preparation of an Environmental Impact Statement for the proposed redevelopment of the Clover Lanes property on Monroe Avenue by the Daniele Family Companies, said project being known as the proposed "Palazzo Plaza Project" together with correspondence dated July 15, 2015 and the attached Draft Scope for said project from Michael P. Montalto of Costich Engineering, be received and filed; and

**BE IT RESOLVED**, that the Town Board, pursuant to SEQRA hereby sets a public hearing on the Draft Scope for the Palazzo Plaza Project for September 9, 2015 at 7:00 P.M. or as soon thereafter as it may be heard at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton; and

**BE IT RESOLVED**, that pursuant to SEQRA the public comment period on said Draft Scope for the proposed Palazzo Plaza Project shall be open through 5:00 p.m. on September 11, 2015, and all said comments should be submitted in writing to Ramsey A. Boehner, Environmental Review Officer, Brighton Town Hall, 2300 Elmwood Avenue, Rochester, New York 14618; and

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

Dated: July 22, 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

July 17, 2015

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

Re: Application of Daniele Family Companies, Incentive Zoning Application  
Draft Environmental Impact Statement Scoping Outline

Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this communication.

I also recommend that the Town Board receive and file the attached letter dated July 15, 2015 and Draft Scope prepared by Michael P. Montalto, Costich Engineering.

I further recommend that a public hearing on the Draft Scope be conducted at the Brighton Town Hall on September 9, 2015 at 7:00 P.M., with a written comment period ending September 11, 2015 at 5:00 P.M. The hearing notice should indicate that all written comments shall be submitted to: Ramsey A. Boehner, Environmental Review Liaison Officer

Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Email: [ramsey.boehner@townofbrighton.org](mailto:ramsey.boehner@townofbrighton.org)

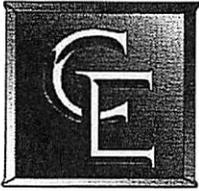
Respectfully Submitted

Ramsey A. Boehner  
Environmental Review Liaison Officer

cc: T. Keef

attachments





Project No. 5648

**COSTICH  
ENGINEERING, P.C.**

July 15, 2015

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

Re: Palazzo Plaza, Monroe Avenue  
Draft Environmental Impact Statement - Scope Outline

Dear Ramsey:

In furtherance of the Incentive Zoning Application for the Palazzo Plaza project we are submitting a Scope Outline for the preparation of a Draft Environmental Impact Statement (DEIS) for your review and comment.

We have prepared the attached Scope Outline based on our previous meetings with Town Staff and comments received at public meetings to date. The Scope Outline is intended to identify the areas which the DEIS will provide additional information as part of the coordinated SEQR review for the project.

Respectfully submitted,

Michael P. Montalto  
COSTICH ENGINEERING

Cc: Anthony Daniele  
Daniel Daniele  
Jerry Goldman  
Betsy Brugg

Attach:

# **Draft Environmental Impact Statement**

## **DRAFT SCOPE**

**PROJECT:** Palazzo Plaza, Daniele Family Companies  
Monroe Avenue Redevelopment –  
Incentive Zoning Application  
10.1+ Acres

**APPLICANT:** Daniele Family Companies

**LEAD AGENCY:** Town of Brighton Town Board

This Draft Scope is intended to define the extent of potential significant adverse environmental impacts to be addressed in the Draft Environmental Impact Statement (DEIS), required by the Town of Brighton Town Board, as Lead Agency pursuant to the State Environmental Quality Review Act (SEQRA).

Daniele Family Companies is seeking an Incentive Zoning Application for the development of approximately 10.1 acres of commercial development including a 50,000 square-foot organic foods market/grocery; 34,000 square-foot retail plaza building; 1,920 square-foot specialty coffee retailer; and 6,500 square-foot outparcel building. The redevelopment occurs on four parcels of property located on Monroe Avenue, approximately 800 feet west of the Clover Street and Monroe Avenue intersection, in the Town of Brighton, Monroe County.

The proposed development will include the following:

- The total site includes four (4) parcels and 10.1 acres
- 50,000 square-foot organic foods market/grocery
- 34,000 square-foot retail plaza building
- 1,920 square-foot specialty coffee retailer.
- 6,500 square-foot outparcel building.

The DEIS shall include a discussion of all listed topics. In accordance with Section 617.9(b) of the SEQRA regulations, the evaluation of potential adverse environmental impacts shall consist of relevant and material facts on the project's potential significant adverse environmental impacts. The DEIS shall be analytical, but not encyclopedic. Pertinent data and conclusions that originate from other technical studies, reports or calculations need only be summarized in the DEIS with a reference to the source of such data or conclusions.

The following Scoping Outline is intended to provide specific direction on the preparation of the Draft Environmental Impact Statement (DEIS) for the referenced project.

**I. Cover Sheet**

The Cover Sheet shall contain all information required under SEQRA, Part 617.9(b)(3)(i)-(vii).

**II. Table of Contents**

This section will identify all relevant sections of the DEIS and shall indicate page numbers. Appendices shall also be referenced.

**III. Executive Summary**

The Summary section of the DEIS shall contain:

- A brief description of both the proposal and each significant element of the project;
- Significant beneficial and adverse impacts;
- Mitigation measures proposed;
- Alternatives considered; and
- Regulatory requirements.

**IV. Description of the Proposed Action**

**A. Project Purpose, Need and Benefits**

This section shall identify the background of the proposal and project, including public need, market needs, objectives of the project sponsor, and discussion of potential social, economic and other benefits related to the proposal/project. An overview of the incentive zoning proposal and subsequent amenities will be presented.

The project area is comprised of approximately 1 acre of common open space within the residential portion of the project, and approximately 9 acres within the BF2 and RLA districts.

Proposed Incentive Zoning amenities – the DEIS will include an evaluation of the improvements offered by the project sponsor that are not otherwise mandated by the Town’s Comprehensive Development Regulations; how such amenities will assist the Town to implement specific physical, cultural and social policies in the Comprehensive Plan as supplemented by the Towns other local laws and ordinances; and the cost and responsibilities for maintaining such amenities.

The DEIS shall present the anticipated value of the proposed amenities:

- Improvement Of The Auburn Trail At The Eastern Portion Of The Site;
- Pedestrian & Bicycle Access;
- Traffic Signal & Pedestrian Crosswalk on Monroe Avenue;
- Preservation of Passive & Active Open Space;
- Development & Implementation of An Access Management Plan for Four Parcels on the South Side of Monroe Avenue in the Project Area;

**B. Location**

This section shall establish the geographic location of the project area, using location map(s) of suitable scale and identifying known landmarks such as street names, adjacent buildings, and other facilities, etc. This section shall also depict and describe the existing and proposed access to the site as well as existing and proposed zoning and development of the site and the adjacent parcels under the Town’s Comprehensive Development Regulations and under the Town’s Comprehensive Plan.

**C. Design and Layout:**

This section should include the following:

1. Description of zoning, planning process, required approvals and particulars of the individual zoning districts proposed as part of the Incentive Zoning (IZ);
2. Total site area and individual tax parcel identification;
3. Total proposed impervious area and ratio of green space versus impervious area of the total parcel. Total amount of land to be disturbed;
4. Total building area as well as a description of the height, square footage, number of floors, etc. Architectural building elevations shall be included as part of the DEIS;
5. Discussion of existing and proposed vehicular and pedestrian access routes and intersections to serve the project;
6. Total parking requirements and layout;
7. Discussion of proposed traffic control features and patterns;

8. Summary of existing and proposed drainage improvements, sanitary sewers and water supply;
9. Proposed and existing buffers and areas to be preserved;
10. Location and ownership of all proposed public and private amenities and improvements;
11. Proposed lighting, including spacing, fixture type, height and location;
12. Stormwater Management Facility – identify location of all discharge points;
13. Brief description of all proposed project components (50,000 square-foot organic foods market/grocery; 34,000 square-foot retail plaza building; 1,920 square-foot specialty coffee retailer; and 6,500 square-foot outparcel building, and open space amenities);
14. Listing of all local, state and federal permits and approvals from the Interested and Involved reviewing agencies needed to construct and operate the proposed project;
15. Description and location of any State or federal wetlands;
16. Discussion of pedestrian trails linkage between the subject parcel and surrounding facilities; and
17. Total acreage of developed and undeveloped lands.

**D. Neighborhood Input / Communications**

This section shall identify meetings and communications from neighboring businesses and residents for the project, as well as identifying any concerns raised by the neighbors through their communications.

**E. Approvals**

This section shall include a discussion of how the project complies with all applicable permit and approval standards, including an explanation of how the applicant proposes to satisfy the requirements and criteria for obtaining the change in zoning category and incentive zoning incentives in accordance with the Town of Brighton’s Comprehensive Development Regulations; New York State Department of Transportation (NYS-DOT) Highway Access Permits, and any other required approvals and/or permits. This section shall also include a detailed justification for the need for all proposed relief from District Use and Bulk Regulations as requested as incentives for the project.

## F. Construction and Operation

This section shall identify the proposed schedule for construction of the onsite and offsite improvements for the project, as well as a discussion of any proposed project phasing including the particular facilities, improvements and amenities that will be developed during each phase, maintenance responsibilities, and funding sources.

## V. Environmental Setting

### A. Geology, Soils and Topography

This section should include a detailed description of the existing site conditions including generalized subsurface geology, surface topography, seasonal high groundwater depth, and surface soils. Maps shall be included showing surface topographic contours and soils mapping (list of soil types, soil classification, soil groups per USDA Monroe County Soil Survey).

The geotechnical report prepared by Foundation Design will also be utilized to identify soil conditions and types. Include a discussion of any development limitations, hydrologic classification, and the presence of hydric or potentially hydric soils.

### B. Surface Water

A description of the stormwater drainage patterns, surface water bodies, and floodplains should be outlined in this section. This would include an identification and size of the Irondequoit Creek watershed area draining through the site including water quality, and a description of ultimate disposition of the surface water from the site. All discharge points and downstream receiving waters shall be identified.

Projections shall be made of stormwater peak rates and total volumes exiting the site from all discharge points under existing conditions for the 1, 2, 10, 25, and 100 year, 24-hour storm events. Projections shall be made of the existing annual average stormwater pollutant loads leaving the site using NYSDEC recommended or other published loading rates, in accordance with the Irondequoit Creek Watershed Collaborative criteria.

### C. Transportation

This section will provide a discussion of multimodal transportation for the project and project area. The discussion of multimodal transportation will include vehicular traffic, public transit, pedestrian, bicycle traffic. This section will also include an evaluation of a managed access plan for the Monroe Avenue Corridor within the project area, specifically the parcels located on the southside of Monroe Avenue across from the proposed development. This plan will consider engineering and zoning including topography, drainage, stormwater management, turning movements, setback, coverage and parking requirements. The plan will identify who will be responsible to construct, own and maintain the access improvements.

Background (existing) traffic volumes and patterns around the project area will be presented. A traffic impact analysis has been completed for the project, which will be included as an appendix to the DEIS. The scope of this analysis was determined through meetings with the applicant, the applicant's traffic engineers, New York State DOT, Monroe County DOT, and Town of Brighton staff. The core study area for the traffic assessment was defined by the following intersections:

- Monroe Avenue - Mario's Restaurant Entrance
- Allens Creek – Mario's Egress
- Clover Street – Shoreham Drive
- Monroe Avenue – Clover Street
- Monroe Avenue – Proposed Access Point
- Monroe Avenue – I590 Northbound Ramp
- Monroe Avenue – I590 Southbound Exit 2B Ramp
- Monroe Avenue – Westfall – Allens Creek

Increases in segment traffic volumes were also estimated for Monroe Avenue.

To establish Existing Conditions for the core study intersections, movement counts and field observations were conducted.

Trip generation estimates for Palazzo Plaza were applied to Background Conditions traffic volumes that resulted in Future Conditions for both the core study intersections and Monroe Avenue Corridor segments.

Alternatives for eliminating some of the proposed access points and restricting the square-footage to be developed were reviewed for their impact on traffic volumes and Flows were analyzed.

#### D. Land Use and Zoning

This section shall identify the existing land uses and current zoning on the site and surrounding parcels. Current and proposed land use densities of surrounding parcels shall be calculated and presented. Permitted uses consistent with the current zoning of the site shall be listed. A plan development for the site consistent with the current zoning and all other land use restrictions, shall be presented for comparison to the current development proposal. This section shall also summarize land use recommendations for the project site as contained in the Town Comprehensive Plan, Open Space Index, and all other local and regional planning documents.

This section will detail the existing land use and zoning classification of the site and surrounding properties. The Town's Comprehensive Plan will also be discussed.

#### E. Community Services

This section should include the availability and/or capacity of each of the services listed below, including the jurisdictional agency of each service noted:

- Water Service;
- Sanitary Sewer Service – discuss the capacity and limitations, if any, of the existing sewers;
- Private Utilities;
- Police Service;
- Fire Service;
- Educational Services;
- Health Care Services;
- Current Town and School District tax base, tax rates and budget raised through property tax levees; and Parks, Recreational and Open Space

#### F. Visual Resources

This section should present and describe the existing views of the site from Monroe Avenue, Clover Street, Shoreham Drive and Allens Creek.

## **VI. Environmental Impacts and Mitigation**

This section shall summarize those impacts, which are considered to have a significant effect on the environment. This section shall identify and summarize both adverse and positive impacts.

This section shall also identify available mitigation measures for all adverse impacts previously identified. A thorough analysis of each measure is required, including any standard details or other means of clarification, which may be appropriate.

This section will analyze impacts and mitigation in the same order as they are presented in the immediately preceding Environmental Setting Section and include any significant impacts on the environmental assets identified therein. Specifically, this section will be formatted as follows:

### **A. Geology, Topography and Soils**

This section shall include a conceptual grading plan. A discussion of the storage and re-deposition of site topsoil shall be included. The suitability of the site soils and subsurface conditions to support the planned use, including structural support, utility installation and the potential for stormwater infiltration, shall be evaluated. “Remedial” grading issues to mitigate soils that have no structural value and need to be removed and replaced, shall be identified.

This section shall also include a discussion of any woodlots present in the development area and the measures taken to avoid/minimize the impacts of the proposed development on woodlot areas.

This section shall also include a detailed discussion of soil erosion control measures, which will be taken to avoid discharge of sediment to downstream receiving waters. These measures shall be in compliance current Federal, State and local stormwater and erosion control guidelines.

### **B. Surface Waters/Stormwater Management**

This section shall contain projections of the post-development peak flow rates and total runoff volumes from the site for the 1, 2, 10, 25, and 100 year, 24 hour storm events as well as the annual average post-development stormwater pollutant loads. The effect of any proposed mitigation measures shall be estimated and compliance shown with both the Town Code regarding drainage, Watercourse EPOD’s, I.W.C. and the NYSDEC guidelines on stormwater management.

All development areas located within designated floodways and/or 100 year flood plain areas shall be identified and suitable mitigation measures proposed, if necessary.

The discharge of stormwater to these regulated areas will be outlined in the Stormwater Pollution Prevention Plan (SWPPP) and measures taken to address water quantity and quality impacts from these discharge areas will be described and mitigated as needed.

#### C. Transportation

This section will provide a comprehensive overview of the completed traffic impact analysis as originally scoped by NYS Department of Transportation, Monroe County Department of Transportation and Town of Brighton staff (See Section V. E.). The entire report will be included as an appendix to the DEIS.

#### D. Land Use and Zoning

This section shall include an analysis of the potential impact to land uses and development patterns on the surrounding lands, including the potential impacts on land use mix and land use intensity.

Consistency of the proposed project should be demonstrated with the Town Comprehensive Plan, as well as with all other state and local planning documents. Impacts and mitigation for compliance with the Comprehensive Plan shall be discussed. Mitigation measures for all impacts resulting from the requested incentives shall be identified. For purposes of this analysis, the “requested incentives” shall consist of all ways in which the project does not comply with the density, setback, buffering, height, parking, signage, lighting and other standards in the Comprehensive Development Regulations that are applicable to development in the General Commercial (BF-2) and Residential Low Density (RLA) districts.

#### E. Community Services

This section shall include a discussion of the demand created by the proposed project in each of the community service categories listed in Section V.F. An analysis of the project’s per year contribution to the tax base (based on the current town/county/school tax per thousand) shall be included. Discuss whether or not tax abatements (including mortgage tax abatements) will be sought from COMIDA, and estimate the value of such abatements.

#### **F. Visual Resources**

This section shall present through renderings, cross sectional profiles or computer-modified photographs, the visual appearance of the site after development, as related to the locations listed in Section V.G.

Impacts and mitigation relative to the requested incentive of reducing the required setbacks will also be presented. Before and after visual analyses of the sightlines will be presented.

#### **G. Construction Impacts**

This section shall contain a quantitative evaluation of all temporary construction-related impacts including noise, dust and soil erosion control measures. Emphasis shall be placed on impacts to residents in adjacent and nearby residences and users of Canal path. Suitable mitigation measures shall be recommended to minimize construction impacts. Construction traffic impacts and mitigation shall also be addressed. Disposal of construction waste / spoils will also be addressed.

### **VII. Unavoidable Significant Adverse Environmental Impacts**

This section will identify those adverse environmental effects in Section V that can reasonably be expected to occur.

### **VIII. Alternatives**

The following alternatives shall be identified and assessed at a level of detail sufficient to permit a comparative assessment of costs, benefits and environmental impact for each alternative:

1. Development of the site under the existing zoning designations, without any incentives or amenities.
2. Alternative land uses allowed under existing zoning including, residential, retail, and other non-residential uses.
3. No action alternative should be discussed.

## **IX. Appendices**

This should include all supporting maps, reports, documents, exhibits and correspondence.

- Original and amended Incentive Zoning applications;
- SEQRA notices and documentation;
- Excerpts of 2000 Comprehensive Plan applicable to project site;
- Traffic analysis;
- Drainage analysis;
- Preliminary Engineers Report (utilities analyses);
- SWPPP Report;
- Zoning Audit & Mapping for Monroe Avenue Corridor Properties effected by the Managed Access Plan;
- Geotechnical analysis
- New York State Department of Transportation Correspondence
- Monroe County Department of Transportation Correspondence

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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 6, 2015 from Town Planner Ramsey A. Boehner regarding a request to authorize the transfer of \$3,985.00 from the Engineering Fees line in the Department of Public Works' 2015 budget (A.DPW 8020.4.52) to particular payroll associated accounts detailed in said correspondence to support additional personnel needed for Building Permit compliance review, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby authorizes the transfer of funds detailed in the above referenced correspondence.

Dated: July 22, 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

July 6, 2015

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

Re: Budget transfers

Honorable Members:

I request that the Town Board authorize the following budget transfer to be made from the Building and Planning 2015 Budget:

From: A.DPW.8020 4.52 (engineering fees) \$3,985  
To: A.DPW 8020.1.20 ( part time wages) \$3,700 and;  
A.DPW 8020.8.20 (FICA) \$285.

The funds to be transferred were adopted as part of the 2015 budget for professional services needed for the required NYS Building Code compliance review for building permit submissions. Due to anticipated work load and required training these funds are needed to pay part time staff for compliance review for existing and future building permit submissions. It has been determined that these services can be performed with in-house staff more cost effectively.

Respectfully Submitted,

Ramsey A. Boehner  
Town Planner

cc: Tim Keef  
Suzanne Zaso

I:\Ramsey\Town Board\FinanceCommitteeletterBudgetTansferJune2015Patty



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 22d day of July, 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 July 8, 2015 from Town Assessor Elaine Ainsworth and the materials attached thereto regarding a request to authorize the Supervisor to execute an agreement with Midland Appraisal Associates, Inc. to provide 2014 Assessment Roll Full Market Valuation Restricted Appraisals for 717 and 797 East Henrietta Road in the Town of Brighton at a cost not to exceed \$8,500.00, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Midland Appraisal Associates, Inc. to provide 2014 Assessment Roll Full Market Valuation Restricted Appraisals for 717 and 797 East Henrietta Road in the Town of Brighton at a cost not to exceed \$8,500.00.

Dated: July 22, 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  
ASSESSOR'S OFFICE  
2300 Elmwood Avenue  
Rochester, NY 14618  
(585) 784-5216

July 8, 2015

To: Supervisor Moehle  
Finance Director Zaso  
Finance Committee  
Town Board Members

From: Elaine Ainsworth, Town Assessor

Re: Request to engage Midland Appraisal Associates Inc. services for the preparation of 2 restricted certiorari appraisals per the quote request memo from Midland Appraisal Associates Inc. Partner Jay Loson dated June 9, 2015.

*Elaine Ainsworth*

Brighton Lodging Associates, LLC, owner of the property at 797 E. Henrietta Road, and River Road Hospitality Associates, LLC, owner of the property at 717 E. Henrietta Road, are related parties and have filed certiorari against the Town of Brighton 2014 roll assessments for those properties. Per consultation with the town certiorari attorney, Tom Fink, I sent a request for appraisal quote to the five appraisal firms listed on an attachment herewith.

Midland Appraisal Associates Inc. is a well recognized local appraisal firm and the firm that offered the lowest price quote for this appraisal assignment.

Please authorize me to secure a contract with Midland Appraisal Associates Inc. for the appraisal work as detailed in the Professional Services Agreement, herewith, and the quote response, attached. There are funds in the 2015 Assessor's budget for certiorari appraisals; this amount will not exceed the budget figure.

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year\_\_\_\_, by and between the Town of Brighton, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and Midland Appraisal Associates Inc., with offices at (or residing at) 349 West Commercial Street, No. 2290, East Rochester, NY 14445, hereinafter referred to as the "Contractor".

**WITNESSETH**

WHEREAS, the Town of Brighton is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof; and

WHEREAS, the Contractor is willing, able and qualified to perform such services.

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

1. The Contractor hereby agrees to perform the following services for the Town of Brighton: 2014 Assessment Roll Full Market Valuation Restricted Appraisals for the two lodging facilities at 717 and 797 East Henrietta Road, in the Town of Brighton, per the attached response to the request for appraisal cost quote dated June 9, 2015 from Jay Loson, Partner, at Midland Appraisal Associates Inc.

2. The term of this agreement shall be from July 27, 2015, to July 27, 2016. This contract may be terminated by the Town of Brighton upon written notice to the Contractor.

3. The Town hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed Eight Thousand, five hundred dollars for the two restricted appraisals, Smith Travel

Research and reasonable market research travel expenses per the June 9, 2015, email quote, attached (\$8,500.00). Said sum shall be paid as follows:

Payment in full sent to finance department for processing upon delivery of completed and town certiorari attorney approved restricted appraisals.

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

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

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

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

7. The Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, not make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit.

8. The Contractor agrees that in carrying out its activities under the terms of this agreement that it shall not discriminate against any person due to such person's race, color, creed, sex or national origin, and that at all times it will abide by

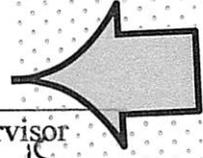
the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

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

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

TOWN OF BRIGHTON

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



**SIGN  
& DATE**

Midland Appraisal Associates Inc.

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

\_\_\_\_\_  
Jay Loson, Partner

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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 9, 2015 from Finance Director Suzanne Zaso regarding a request to authorize the transfer of \$30,000.00 from the Police Department wage line (A.POLCE 3120.1.10) to the Police Department vehicles account (A.POLCE 3120.2.22) for the 2015 budget to fund the purchase of one police vehicle, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby authorizes the transfer as set forth in the above referenced correspondence.

Dated: July 22, 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  
Suzanne Zaso, Director of Finance  
2300 ELMWOOD AVENUE  
ROCHESTER, NEW YORK 14618  
(585) 784-5210 Fax (585) 784-5396

July 9, 2015

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

RE: Budget Transfer for Police Vehicle

Dear Board Members:

The current fleet rotation in the Police Department calls for the replacement of 3 vehicles on average per year. In 2012 only two vehicles were replaced, only one in 2013 and two in 2014. Three replacement vehicles were budgeted in 2015 and the department has requested five vehicles in the 2016 Capital Improvement Plan to get back on schedule.

Due to a recent retirement and a transfer out of the department, we estimate that there will be a reduction in wages and benefits for 2015 in the amount of \$67,500. I am recommending that the Town Board use \$30,000 of these savings for the purchase of one additional police vehicle in 2015 and request that the department reduce their 2016 CIP request by one vehicle.

My formal request to the Town Board is to authorize the transfer of \$30,000 from Police wages (A.POLCE.3120 1.10) to the Police vehicles account (A.POLCE.3120 2.22).

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

Sincerely,

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

Suzanne Zaso  
Director of Finance

Cc: Chief Mark Henderson  
Capt. David Catholdi  
J.P. O'Brien

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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 15, 2015 from Police Department Administrative Analyst JP O'Brien regarding a request to authorize the declaration of six police vehicles as detailed in said correspondence as surplus and to further authorize the disposal of the same through municipal auction, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby declares the vehicles detailed in the above referenced correspondence as surplus and authorizes the disposal of the same through municipal auction.

Dated: July 22, 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

July 15, 2015

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

**RE: Vehicle Surplus**

Dear Board Members:

In recent years, the Police Department has utilized the Annual Municipal Equipment Auction to dispose of our used vehicles. The advertising campaign and size of this auction has allowed us to sell our vehicles for considerably more than if we had disposed of them ourselves.

The auction will be held in the fall and I request that the vehicles listed below be declared surplus. All vehicles listed have been used beyond their serviceable life and are in need of replacement.

| Cntrl# | Year | Make     | Vin#              |
|--------|------|----------|-------------------|
| 74     | 2004 | Impala   | 2G1WF55K049391574 |
| 83     | 2006 | Charger  | 2B3KA43H06H503161 |
| 87     | 2007 | Cherokee | 1J8GR48KZ7C687863 |
| 89     | 2008 | Crown    | 2FAHP71V88X173978 |
| 99     | 2010 | Crown    | 2FABP7BV7AX135023 |
| 104    | 2011 | Crown    | 2FABP7BV9BX167408 |

With your declaration, the Police Department will make the arrangements necessary to prepare and transport the vehicles to the auction site. Thank you for your consideration and I would be happy to answer any questions you may have regarding this request.

Respectfully,

JP O'Brien  
Brighton Police Department  
Administrative Analyst

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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 10, 2015 from Town Engineer Michael E. Guyon, P.E. regarding a request to authorize the Supervisor to execute one Sanitary Sewer Easement Agreement and one Storm Sewer Easement Agreement with the University of Rochester in connection with the construction of the Imaging Building as part of the University's South Campus project, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute one Sanitary Sewer Easement Agreement and one Storm Sewer Easement Agreement and all related documents with the University of Rochester in connection with the construction of the Imaging Building as part of the University's South Campus project, upon review and approval of the easement agreements by the Attorney to the Town.

Dated: July 22, 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

July 10, 2015

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

Re: The University of Rochester  
Imaging Building  
Proposed Easements

Dear Supervisor Moehle and Town Board Members:

The above referenced project includes two easement agreements between the owner and the Town of Brighton. These agreements include one Sanitary Sewer Easement and one Storm Sewer easement.

I am requesting that upon review and approval of the easement documents by Town Staff and Attorney the Town Board authorize the Supervisor to endorse these easements and the corresponding TP 584 forms

As always, your consideration of matters such as this is greatly appreciated.

Respectfully,

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

Cc: Tim Keef  
Ramsey Boehner  
Kenneth W 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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,

Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 10, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding a request to authorize the Supervisor to execute an agreement with Rochester Gas and Electric Corporation relating to the attachment and maintenance of Town Street Lights to poles owned by Rochester Gas and Electric Corporation, be received and filed; and

**BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute an agreement with Rochester Gas and Electric Corporation relating to the attachment and maintenance of Town Street Lights to poles owned by Rochester Gas and Electric Corporation.

Dated: July 22, 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

July 10, 2015

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

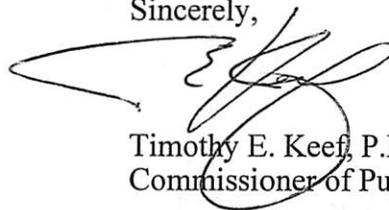
re: RG&E Pole Attachment Rates and Agreement

Dear Chairman Werner and Committee Members:

Per correspondence from RG&E, the attached agreement needs to be processed for Town street lights and appurtenances that are fixed to poles owned by RG&E. Town Counsel has reviewed this agreement and approved for processing.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled July 14, 2015 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: S. Zaso  
T. Anderson  
A. Banker  
M. Hussar  
K. Gordon



RECEIVED  
MAY 26 2015

May 15, 2015

TOWN OF BRIGHTON  
DEPT. OF PUBLIC WORKS

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

Dear Mr. Keefe:

Enclosed is a Rochester Gas and Electric Corporation (RG&E) Pole Attachment Agreement. Please sign three copies and return to RG&E so we may sign and return one to the Town. This is needed so that the Town can make repairs to their streetlight facilities.

Also, our staff reviewed the Town of Brighton's street light account(s) 20011287776. During that review we found that we have not been including a pole attachment charge for Town owned street lights attached to RG&E distribution poles, as per RG&E, PSC No. 18 Service Classification 2 ([http://www.rge.com/MediaLibrary/2/5/Content%20Management/RGE/SuppliersPartners/PDFs%20and%20Docs/PSC18ServiceClassification\\_2.pdf](http://www.rge.com/MediaLibrary/2/5/Content%20Management/RGE/SuppliersPartners/PDFs%20and%20Docs/PSC18ServiceClassification_2.pdf)).

The Town has 84 attachments to RG&E distribution poles along Elmwood and Monroe Avenues. Beginning June 1, 2015, RG&E will be billing for these attachments. The attachments will be billed at \$83.86 (84 x \$0.99833) each month and be included as a separate line item on the above referenced account.

If you would like to discuss please contact me at 585-771-4456 or at [Veronica\\_Dasher@rge.com](mailto:Veronica_Dasher@rge.com).

Sincerely,

Veronica Dasher  
RG&E Lead Analyst, Key Account Management



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**STREET LIGHTING  
POLE ATTACHMENT AGREEMENT**

**BETWEEN**

**ROCHESTER GAS AND ELECTRIC CORPORATION**

**AND**

**TOWN OF BRIGHTON, NEW YORK**

**Dated: May 15, 2015**

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**STREET LIGHTING POLE ATTACHMENT AGREEMENT**

THIS AGREEMENT, made as of the 15th day of May, 2015, between ROCHESTER GAS AND ELECTRIC CORPORATION, (hereinafter designated as "RGE") a corporation organized and existing under the laws of the State of New York, having an office at 89East Avenue, County of Monroe, State of New York, and TOWN OF BRIGHTON , a municipal corporation of the State of New York organized under the General Municipal Law and having an office at 2300 Elmwood Avenue, Rochester, NY 14618, hereinafter called "Town" or "Licensee". RGE and the Licensee are collectively referred to herein as the "Parties" or individually as a "Party."

**WITNESSETH:**

WHEREAS, Licensee for its own use desires to attach and maintain its streetlight equipment, facilities and attachments with necessary guys and appurtenances on RGE Poles; and

WHEREAS, RGE is willing to permit, to the extent it may lawfully do so, the placement of said streetlight equipment, facilities and attachments on its Poles as specified herein; and

WHEREAS, RGE owns and has for many years operated and maintained a system of electricity distribution including street lighting poles, luminaries and lamps, mast arms, electrical connections, and wiring for street lighting installed throughout the Town limits; and

WHEREAS, simultaneously herewith the parties are entering into an "Agreement for Purchase and Sale of Street Lighting Facilities" whereby the Licensee shall purchase from RGE street lighting equipment, facilities and attachments throughout the Town limits, hereafter collectively described as the "Licensee's Facilities", which are currently installed on NYSEG's Poles; and

WHEREAS, it is the agreement of the parties that the Licensee's Facilities shall continue to be attached to the Poles following the purchase of such Facilities; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

## **ARTICLE I DEFINITIONS**

As used in the Agreement:

Section 1.01 “Applicable Laws” mean the Communications Act of 1934, as amended (47 U.S.C.'224 et seq.) and any and all implementing legislation, the law of New York State, New York Public Service Commission regulations, rules, and orders, and Federal Communications Commission regulations, rules, and orders now in effect or as may hereafter be modified or amended to the extent the same relate to pole attachments. Nothing in this definition shall be construed as to limit or affect in any way the Governing Law provisions set forth in Article XI of this Agreement.

Section 1.02 “Attachment” means any of the following:

- Equipment mounted in the usable space which precludes that space from being utilized by a single messenger span wire facility. Each preclusion will be counted as a separate attachment.
- Equipment mounted in non-usable or other than usable space which precludes that space from being utilized by RGE, a Joint User or another third party.

Section 1.03 “Facilities” means streetlight facilities and wires.

Section 1.04 “Joint Owner” means any other public utility which shall now or thereafter have joint or shared ownership of any of RGE’s Poles. The term “Joint Owner” shall not include the Licensee.

Section 1.05 “Joint User” means any public utility or municipality or any subdivision or agency thereof which shall now or hereafter have the right to use any of Licensor’s poles. The term “Joint User” shall not include licensees with limited attachment rights such as those accorded Licensee hereunder.

Section 1.06 “Licensee” shall mean any person, other than a Joint User, who now or hereafter has any attachment or other rights with respect to Licensor’s occupying of said poles.

Section 1.07 “Licensee’s Facilities” means the Facilities and all associated equipment and hardware installed for the sole use of the Licensee.

Section 1.08 “Make Ready Work” shall mean all work necessary to accommodate proposed attachments of Licensee including but not limited to pre-



construction surveys and rearrangements or changes in the Facilities of Licensor, Joint Users or other licensees.

Section 1.09 "Other Than Usable Space" means that space other than the Usable Space (the space above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment) on a pole.

Section 1.10 "Pole Attachment" means any of Licensee's Facilities in direct contact with or otherwise supported by a utility pole, duct, conduit, or right-of-way owned or controlled, wholly or partially, by RGE.

Section 1.11 "Rental", "Rental Fees" and "Pole Rental" means the Pole Attachment Charge as defined in RGE's Streetlight Tariff.

Section 1.12 "RGE's Poles" or "Poles" means poles wholly or partially owned by RGE.

Section 1.13 "Usable Space" means the total space on the utility pole above the minimum grade level that is usable for the attachment of wires, cables, and related equipment.

## **ARTICLE II GENERAL PROVISIONS**

(a) **Scope of rights.** The right granted pursuant to this Agreement to attach and maintain Licensee Facilities is to be exercised by the Licensee subject to any and all governmental regulations now or hereafter in force, and in such manner as shall not interfere with RGE's use and maintenance of RGE's Poles, wires and property thereon.

(b) **No assignment.** The Licensee shall not in any way assign, transfer, sublet, or encumber this Agreement, nor any of the rights or privileges hereby granted by it, without the prior written consent of RGE, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, sublease, or encumbrance without such prior written consent is void. Moreover, prior written notice to RGE, in addition to RGE's prior written consent, will be required when management control of Licensee or Licensee's Facilities is changed. Subject to the foregoing, however, this Agreement shall extend to and bind the successors and assigns of the parties hereto. In addition, the Licensee shall not, in any manner, extend any of the rights or privileges to access, install, and/or maintain its Facilities on RGE's Poles granted under this Agreement to any other entity, affiliated or otherwise, without the prior written consent of RGE.

(c) **Notices.** All notice required under this Agreement, other than "Insurance Notification" in Article IX, shall be made pursuant to this Section. Notice under this Agreement must be in writing and effective at least ten days before the action or nonaction by RGE. Notices are effective upon receipt.

Notice should be sent to the following addresses:

**For RGE:** Laura B. Read-Siedlecky  
RG&E / NYSEG  
Joint Use of Plant  
P.O. Box 5224  
Binghamton, New York 13902-5224

**Copy to:** Jeffrey Rosenbloom  
Director – New York Legal Services  
NYSEG/RG&E  
89 East Avenue  
Rochester, New York 14649

**For Licensee:**

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

(d) No prior agreements. This Agreement supersedes all previous agreements between the parties for attachment of Licensee's Facilities to RGE's Poles.

(e) No ownership. No use, however extended, of RGE's Poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in RGE's Poles or anchors, and Licensee's rights therein shall be or remain a mere license. Nothing herein contained shall be construed to compel RGE to construct, retain, extend, place or maintain any Facilities not needed for its own service requirements, except for rearrangements and replacements covered under Article VII of this Agreement.

It is recognized by the Licensee that RGE has heretofore entered into, or may in the future enter into, agreements and arrangements with others not a party to this Agreement regarding the Poles covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against RGE with respect to such other agreements and arrangements. The attachment privileges herein granted shall at all times be subject to such agreements and arrangements.

(f) No waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

(g) Severability. If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

### **ARTICLE III APPLICATION FOR PERMISSION TO ATTACH**

Forty-five (45) days prior to when the Licensee wishes to make attachments to RGE's Poles, the Licensee shall make written application to their respective RGE Streetlight Representative, by means of the Streetlight Request Form marked "Exhibit A" or superseding versions, attached hereto, specifying the type of facility and the location of the Poles. RGE will indicate its approval by returning one copy of the Streetlight Request Form to the Licensee bearing its written consent. This written consent will be designated as a "License."

### **ARTICLE IV RENTAL AND OTHER CHARGES**

For attachments of Licensee's Facilities to RGE's Poles, the Licensee shall pay RGE rental and other charges as follows:

(a) **Billing Periods:** For the attachment of Licensee's Facilities, a Monthly Pole Attachment Charge, per mast arm, will be charged as defined in RGE's Streetlight Tariff.

(b) **Periodic Inspections and Surveys:** If, as a result of a periodic inspection, it is determined that the Licensee has made unauthorized attachments to RGE's Poles, the Licensee shall pay RGE back rental from the time the attachment was made. If the time of attachment cannot be determined, the Licensee shall pay RGE an amount equal to the annual rate times the number of years since the last periodic inspection, up to a maximum of five years. Periodic inspections, at the Licensee's expense, may be performed every five years or less frequently at RGE's discretion. More frequent inspections may be performed if the Licensee's performance does not meet prescribed regulatory thresholds. If it is found that Licensee's attachments do not meet the standards outlined in Article V of this Agreement, then RGE may, at its option, conform the attachments and Licensee is liable for all costs incurred relating to such conforming, notwithstanding the notice provision of Article V(a) of this Agreement.

RGE reserves the right to make periodic surveys and inspections of all or any part of Licensee's Facilities on RGE's Poles and of any other facilities in the vicinity of Licensee's Facilities at the expense of Licensee.

(c) **Make-Ready:** Work required to be performed prior to, and because of, attachment of Licensee's Facilities, including, but not limited to the pre-construction



survey, rearrangement of existing equipment, guying and anchoring, pole replacements, construction inspections, and post construction inspections shall be referred to as Make-Ready. Similar work required after initial attachment to a pole shall be referred to as Additional Make-Ready. Make-Ready shall be billed, and must be paid prior to the commencement of work on individual Poles. When RGE employs an outside contractor rather than its own work forces to perform Make-Ready, Licensee shall pay an amount equal to the contractor's fees plus an administration fee to cover the cost of supervision, accounting, and support services. RGE shall make available copies of all written contracts, agreements, understandings, and work orders pertinent to Make-Ready work.

(d) **Billing Due Dates:** Unless otherwise indicated by RGE, all bills for rental and other charges are payable by the Licensee within by the due date indicated on the bill. In the event Licensee fails to pay an amount due within the period of time set forth for payment, interest shall accrue on the unpaid balance at the rate of one and one-half percent (1 ½%) per month for each month starting from the expiration of such period until payment is received.

## **ARTICLE V SPECIFICATIONS**

(a) **Codes and Rules:** The Licensee, its agents, employees, servants and contractors, must meet all requirements of the National Electrical Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), RGE Standards marked "Exhibit B" or superseding versions, attached hereto, RGE and other relevant safety standards for proper bonding, grounding, clearances, guying, anchoring and installing of Licensee's Facilities. The Licensee, its agents, employees, servants and contractors must also meet all local licensing requirements. If Licensee's attachments do not conform to these requirements, RGE may require the Licensee to correct the condition and if the Licensee does not do so after three (3) months notice, or such other time period specified in the notice, RGE may perform the work and the Licensee is liable for all costs thereto. RGE may, at its option, correct the condition without prior notice to Licensee, and Licensee is liable for all costs thereto. RGE reserves the right, at all times, to specify the type and methods of design, construction and maintenance of Licensee's attachments on RGE's Poles.

(b) **Inspections:** RGE may require the Licensee to advise it, on a day-to-day or week-to-week basis, of the exact locations where Licensee's Facilities are being constructed. RGE may conduct frequent inspections of Licensee's construction in progress in lieu of or in addition to traditional post-construction surveys, and at the Licensee's expense. The costs may be included as part of the Make-Ready billing.

(c) **Pole Tagging:** Each of the Licensee's Facilities shall be tagged at each of RGE's Poles in such a manner as, as approved by RGE, to allow identification of the ownership of such Facilities.

(d) **Equipment:** Prior written permission must be granted by RGE and Joint Owners before the Licensee may attach any equipment to RGE's Poles. RGE and Joint Owners will determine if the poles are of suitable strength to accommodate the Licensee's equipment. Requests for such permission, and notice of such permission or denial of permission, must be done in accordance with Article III of this Agreement.

#### **ARTICLE VI GOVERNMENTAL AUTHORITY AND EASEMENTS**

(a) **Governmental Authority:** Before making any attachments to RGE's Poles, the Licensee must obtain any necessary permits or consents from federal, state, and/or municipal authorities and shall comply with all laws, rules and regulations. No guarantee is given by RGE of permission by municipalities or others respecting the use of its Poles by the Licensee.

(b) **Easements:** Where RGE has an easement over a public or private right-of-way sufficiently broad under New York State law to permit streetlight attachments, Licensee shall not be required to obtain independent permission of the property owner to attach. Upon request RGE shall make available to Licensee copies of all relevant recorded easements, with the Licensee bearing the cost of providing such information. Where RGE seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee. Moreover, the Licensee will exercise due care when upon landowners property, and take reasonable steps to inform landowners prior to making any attachments to or tree trimming around RGE's Poles. No guarantee is given by RGE of permission by property owners respecting the use of any easement.

#### **ARTICLE VII INITIAL REARRANGEMENTS AND POLE REPLACEMENTS**

(a) **Make-Ready Defined:** Upon receipt of an application for a pole license, RGE will determine the approximate cost of performing the pre-construction engineering, and upon receipt of payment by Licensee, will make appropriate surveys of the Poles listed with a representative of the Licensee, Joint Owner, and any other third parties. RGE shall determine, among other things, whether, in order to accommodate the attachments of the Licensee, any rearrangements or changes are necessary in RGE Facilities or of other Joint Owners or other third parties with attachment rights. In addition, the joint survey shall determine whether any Poles require strengthening (guying and anchoring), whether any Poles require replacement, and whether the Licensee's strand and equipment need to be bonded or grounded to RGE Facilities or other users. All such work and other work required in connection with accommodating Licensee's Facilities, including preconstruction engineering and a post-construction inspection, will be considered as Make-Ready work.

(b) **Make-Ready Billing:** After completion of the pre-construction engineering, RGE will render a bill to the Licensee for all Make-Ready work to be performed. The Licensee shall pay the bill before commencement of the Make-Ready work. Licensee is liable for additional costs related to the Make-Ready work incurred by RGE, notwithstanding any prior billing or Make-Ready work already done by RGE.

(c) **Make-Ready Timing:** RGE will meet a reasonable schedule for the performance of Make-Ready work, subject to sixty (60) days notice and further subject to the primary priority of power delivery service obligations. If large or multiple applications are received from the Licensee or Licensees, requiring more Make-Ready work than can be reasonably handled by the operating office, then RGE shall endeavor to allocate its available work forces, as far as practical, to accommodate the needs of the Licensee or of other Licensees. Once Make-Ready work has been completed, RGE will inform the Licensee, Joint Owner and any other third parties. Applicable Licenses will then be issued.

## **ARTICLE VIII POLE RELOCATIONS AND REPLACEMENTS**

It is the responsibility of the Licensee to relocate, replace or transfer its facilities in accordance with RGE's Streetlight Tariff.

## **ARTICLE IX INDEMNIFICATION, INSURANCE AND LIABILITY**

(a) **Damage to RGE:** The Licensee shall indemnify, hold harmless, and defend RGE from and against any and all liabilities, losses, damages, costs, suits, judgments, claims, demands, penalties, and expenses of every name and description to which RGE may be subjected arising out of damage to any property, including loss of rights-of-way, property owners' consents and/or the cost of defending such rights, or injury to or death of any person or persons, directly or indirectly caused by, in any manner connected with, or attributed to, the actions or omissions of the Licensee, or any of its employees, servants, agents, contractors in the course of using, operating, handling, placing, connecting, working on, maintaining, repairing, replacing and/or removing its Facilities covered by this Agreement, whether or not such damage or injury or death be attributed to, or claimed to be attributed to, the negligence of the RGE, its officers, employees, servants, agents or contractors, or otherwise, except for the damage, injury or death caused wholly by the gross negligence of RGE.

(b) **Damage to Licensee:** If RGE, while exercising due care, in the course of using, operating, handling, placing, connecting, working on, maintaining, repairing, replacing and/or removing its facilities covered by this Agreement, in any way damages the Facilities of the Licensee, RGE shall not be liable to the Licensee for any claim for indirect, consequential, exemplary, special, incidental, or punitive damages, including without limitation, loss of use or lost business, revenue, profits or goodwill, arising in connection with this Agreement, under any theory of tort, contract, warranty, strict



liability or negligence. The Licensee shall indemnify, save harmless and defend RGE from and against any and all claims by a subscriber or customer of the Licensee.

The total liability of RGE to Licensee shall be limited to the lesser of (a) direct damages proven by Licensee or (b) the aggregate amounts paid by Licensee to RGE under this Agreement for the six (6) month period prior to the accrual of such cause of action. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by Licensee.

(c) **Insurance Levels:** In furtherance of this promise of indemnification, the Licensee shall carry or cause to be carried, at all times during the term of the Agreement, insurance in type and amount satisfactory to RGE, applying to all work and activity undertaken by the Licensee, its agents, employees, servants, contractors to protect RGE from and against any and all liabilities, losses, damages, costs, suits, judgments, claims, demands, and expenses of every name and description to which RGE may be subjected. Such insurance shall include, but is not limited to the following:

Statutory Workers' Compensation Insurance including Employers' Liability.

Comprehensive General Liability Insurance with combined bodily injury and property damage limits of at least \$1,000,000 each occurrence or in the aggregate including, but not limited to, coverage for Premises-Operations, Explosion, Collapse and Underground Hazards, Contractual, Broad Form Property Damage, Independent Contractors, Personal Injury and Products/Completed Operations coverage.

Automobile Liability Insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least \$1,000,000 per occurrence.

Except with respect to Workers' Compensation and Employers' Liability, RGE and its officers, directors, and employees shall be included as additional insureds in Licensee's insurance policies and such insurance shall be considered as primary insurance. Any separate insurance maintained in force by RGE shall not contribute with insurance extended by Licensee's insurer(s) under this requirement.

(d) **Insurance Notifications:** All insurance required shall remain in force during the term of the Agreement and the company or companies issuing such insurance shall be rated "A" under an A.M. Best rating and be approved by RGE prior to the attachment of Facilities. Prior to the attachment of its Facilities, the Licensee shall submit to RGE, Risk Management, 89 East Ave, Rochester, New York 14649, certificates by each company insuring the Licensee indicating that the insurance set forth in this Article is in full force and effect and that RGE will receive at least thirty (30) days

prior written notice of the cancellation of such insurance or of any modification of such insurance that may affect RGE's interests.

(e) **Damage to Third Parties:** In the event that any Joint Owner may be required to consent to this Agreement for any reason, the insurance and indemnification previously contained herein shall cover and run to said Joint Owner with the same force and effect as if said Joint Owner was a signatory to this Agreement and shall be specifically named in said certificates insuring the Licensee.

(f) **Damage Report:** Licensee shall exercise special precautions to avoid damage to Facilities of RGE, Joint Owners, and other third parties, on said Poles; and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to RGE of said occurrence of any damage and hereby agrees to reimburse RGE, Joint Users, and/or other third parties for the expense incurred in making repairs.

**Force Majeure:** Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement, other than failure to pay monies due or owed, to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action or other environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation or common carriers, or causes beyond the control of the Party. If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition, other than the obligation to make Rental payments hereunder, shall be abated and shall resume without liability thereafter.

## **ARTICLE X TERM AND TERMINATION OF AGREEMENT**

(a) **Term:** This Agreement shall continue in effect for a term of five years from the date hereof and thereafter until terminated as provided herein. This Agreement, if not previously terminated in accordance with Article X (b), may be terminated at the end of said time or at any time thereafter by either party giving to the other party at least six (6) months prior written notice.

(b) **Termination:** RGE may terminate the Agreement immediately upon notice to Licensee if RGE is unable to obtain any governmental license, waiver, consent, registration or approval necessary to perform its obligations. If Licensee fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement, RGE may, at its option, terminate this Agreement in its entirety, or



require the Licensee to remove its attachments from the Pole or Poles involved in the default or non-compliance. Termination of this Agreement does not release or affect in any way any liability or obligation of the Licensee pursuant to the terms of this Agreement and such liability survives the termination of this Agreement. If Licensee fails to remove its Facilities within six (6) months after notice of termination of this Agreement or cancellation of any licenses, RGE shall remove Licensee's Facilities, at Licensee's expense and without incurring any liability for damage to or destruction of said Facilities. Prior to terminating or revoking any license under this Agreement, or the Agreement itself, for whatever cause or purpose, a petition may be brought by either party to the New York Public Service Commission (the "Commission") requesting the Commission to decide the dispute. A Commission determination shall be binding on all parties to this Agreement.

Removals: Licensee may at any time remove its attachments from any RGE's Poles and thus terminate this Agreement, but shall immediately give written notice to RGE by means of the Streetlight Request Form substantially in the form of "Exhibit A" attached hereto. No credit or refund of any Rental charges shall be allowed the Licensee on account of such removal.

#### **ARTICLE XI GOVERNING LAW**

This Agreement shall be construed, interpreted and governed in accordance with the laws, ordinances and regulations of the State of New York, without regard to its conflicts of laws provisions.

#### **ARTICLE XII AMENDMENTS**

This Agreement may only be modified, amended or supplemented by an instrument in writing signed by both parties.

#### **ARTICLE XIII SEVERABILITY**

If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. If a provision that is rejected or held to be illegal, invalid or unenforceable is material to carry out the intent of this Agreement, the parties shall negotiate in good faith an amendment to this Agreement to replace the unenforceable language with enforceable language.

#### **ARTICLE XIV COUNTERPARTS**

This agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate by the duly authorized officers as of the day and year first above written.

**ROCHESTER GAS AND ELECTRIC CORPORATION**  
(Business Signature)

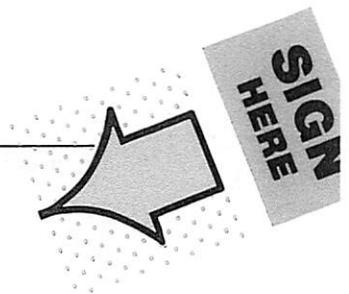
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald E. Foster  
Manager, Marketing & Sales

**ROCHESTER GAS AND ELECTRIC CORPORATION**  
(Control Signature)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tamara Feck  
Manager, Programs and Projects

**TOWN OF BRIGHTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William W. Moehle  
Supervisor



## EXHIBIT A

|   |  |                                      |   |   |                            |
|---|--|--------------------------------------|---|---|----------------------------|
| <b>Streetlight Request Form</b>   |  | <b>Service Class 2 - Energy Only</b> |   |  |                            |
| <b>Customer Information</b>   |  |                                      |   |   |                            |
| Municipality Name   |  |                                      | RG&E Account #  |   |                            |
| Authorized Representative   |  |                                      | Contact Telephone Number  |   |                            |
| <b>RG&amp;E Connection Point</b>  |  |                                      |   |   |                            |
| <input type="checkbox"/> Connect  | Overhead - Pole #                            | Underground - Manhole/Handhole #     | Secondary power available at location? <input type="checkbox"/> Yes <input type="checkbox"/> No |   |                            |
| <input type="checkbox"/> Disconnect   | Description of Location for Connection Point |                                      |   |   |                            |
| <input type="checkbox"/> Existing   |  |                                      |   |   |                            |
| <input type="checkbox"/> Reconnect  |  |                                      |   |   |                            |
| <b>Lamps ( fill out one line for each luminaire)</b>                          |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <input type="checkbox"/> Install  | Street Name                                  | Pole #                               | Wattage (incl. ballast)   | Lamp Type   | Arm attached to RG&E Pole? |
| <input type="checkbox"/> Remove   |  |                                      |   |   |                            |
| <b>Project Notes</b>  |  |                                      |   |   |                            |
|   |  |                                      |   |   |                            |
| Authorized Representative   |  | Signature                            |   | Date  |                            |
|   |  |                                      |   |   |                            |
| Additional Instructions and Information is provided on the back of this form. |  |                                      |   |   |                            |
| <b>For RG&amp;E use only</b>  |  |                                      |   |   |                            |
| Installation:   |  | Received:                            |   | SN:   |                            |
|   |  |                                      |   |   |                            |
|   |  |                                      |   | CCS Updated:  |                            |
|   |  |                                      |   |   |                            |



**EXHIBIT B**

**1.0 General Notes for Energy Only Street Lighting**

1. As per tariff, the customer will be charged for connection and disconnection.
2. The customer will install ownership identification on all Energy Only poles. The identification will be decided upon by the municipality and agreed to by the Company.
  - a. The customer will determine a pole tagging convention that is convenient for them and submit it to the Company.
  - b. The Company will agree or make changes and work with the municipality to determine a final identification.
  - c. Once the identification is agreed upon, the location will be as follows:
    - i. NYSEG/RGE owned pole – identification will be placed below the NYSEG/RGE pole identification at a minimum of 5’ above grade.
    - ii. The identification tag should not be more than 3 inches tall by 6 inches wide.
3. The customer shall identify the lamp per ANSI standard C136.15-2009.
4. The NYSEG/RGE approved in-line disconnects are listed in the table below.

| DESCRIPTION                         | WIRE SIZE/TYPE                           | MANUFACTURER | CATALOG NO. |
|-------------------------------------|--|--------------|-------------|
| IN-LINE PHASE<br>FUSED<br>BREAKAWAY | #14 - 10 STRANDED                        | HOMAC        | SLK-2A      |
|                                     | #12 - 8 SOLID (ALUM)                     | BUCHANAN     | 65-UAUA     |
|                                     | #8 - 6 STRANDED, #6 -<br>#4 SOLID (ALUM) | HOMAC        | SLK-3A      |
|                                     |  | BUCHANAN     | 65-UAUA     |
|                                     | #12 - #4 STRANDED<br>OR SOLID (ALUM)     | HOMAC        | SLK-M       |
|                                     |  | BUCHANAN     | 65-LALA     |
|                                     | #14- 6 STRANDED (CU)                     | HOMAC        | SLT-6       |
|                                     | #14 - 4 SOLID (CU)                       | BUCHANAN     | 65-LCLC     |

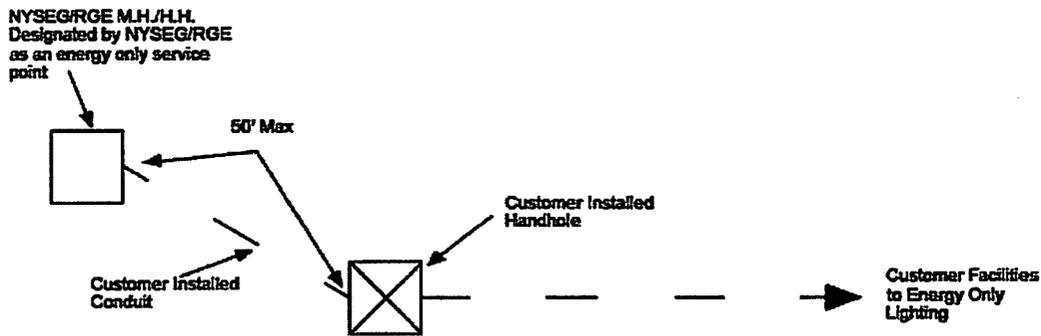


5. Conduit shall be rigid galvanized steel or Schedule 80 PVC.
6. Customer to have all work performed by qualified workers following OSHA regulations, the National Electric Safety Code, Company specifications and local electrical codes.

## **2.0 Underground Supplied Fixture From an Underground Service Point**

1. The customer will install a pull box within 50' of NYSEG/RGE's manhole, handhole or padmount designated as the point of service.
2. The customer will extend a conduit from the pullbox to NYSEG's/RGE's MH/HH/PM. NYSEG/RGE will break into and seal conduit entrance into NYSEG/RGE MH/HH/PM.
3. Customer will supply a 200 lb. nylon pull cord for pulling supply conductors into NYSEG/RGE MH/HH/PM. NYSEG/RGE will assist with the entry in MH/HH/P and pull the rope and leave coiled for future cable pull. Refer to note 5 for cable pulling in NYSEG/RGE MH/HH/PM.
4. Customer will install a current limiting in-line disconnect device in customer H.H. and will supply sufficient length of supply conductors coiled in H.H. to reach center of NYSEG/RGE MH/HH/P. Refer to note 5 for cable pulling in NYSEG/RGE MH/HH/PM.
5. NYSEG/RGE will pull supply conductors into NYSEG/RGE MH/HH/PM and connect. A solid unbreakable connection will be made between NYSEG/RGE and customer conductors.
6. A tariff option allows a single fixture to be connected directly without a customer H.H. if the pole is within 50' from the NYSEG/RGE MH/HH/PM and there is sufficient room in base for a current limiting in-line disconnect device and coiled supply conductors.

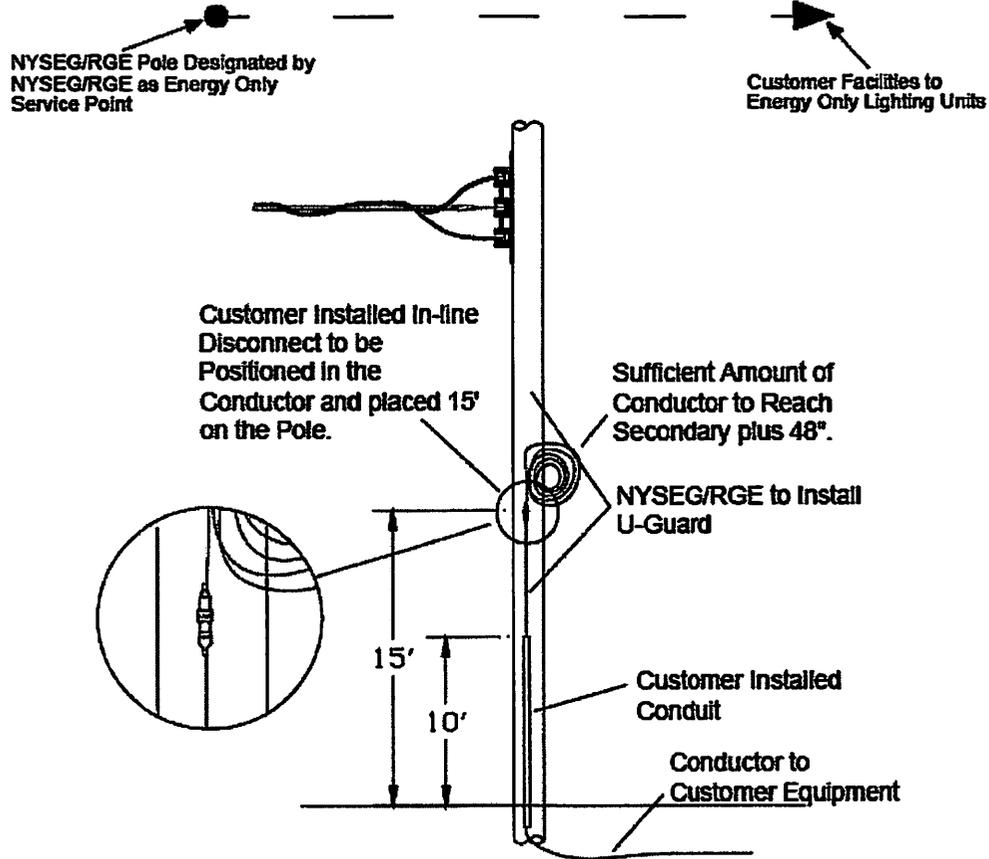
**Note: If the customer elects to install an approved direct buried cable, the cable should be left coiled and protected at the outside wall of NYSEG's/RGE's MH/HH/PM.**



**Figure 1: Underground Supplied Fixture from Underground Supply Point**

### **3.0 Underground Supplied Fixture from an Overhead Service Point**

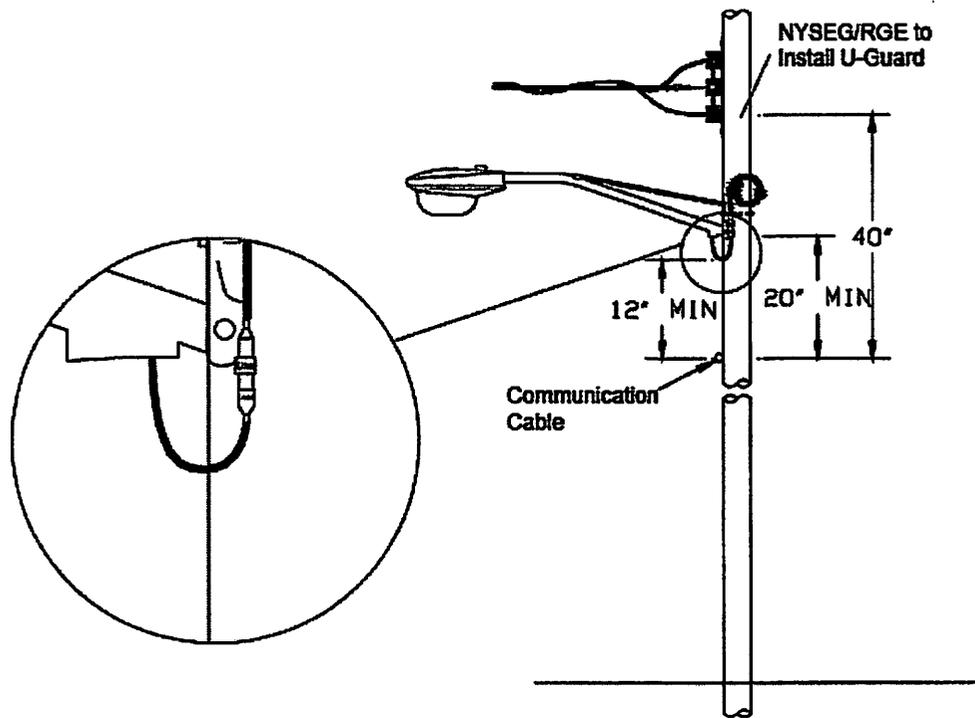
1. Customer will install 10' conduit riser on pole. Metal risers will be installed with appropriate grounds.
2. Location of riser to be directed by NYSEG/RGE.
  - a. Pole identification tags should not be covered.
  - b. Care should be taken to allow room for linemen to climb pole.
3. Customer will install a current limiting in-line disconnect device 5' above the riser with sufficient cable to reach NYSEG/RGE secondary plus 48".
4. NYSEG/RGE will make connections to the secondary facility.



**Figure 2: Underground Supplied Fixture From Overhead Service Point**

**4.0 Overhead Supply Point to Overhead Fixture**

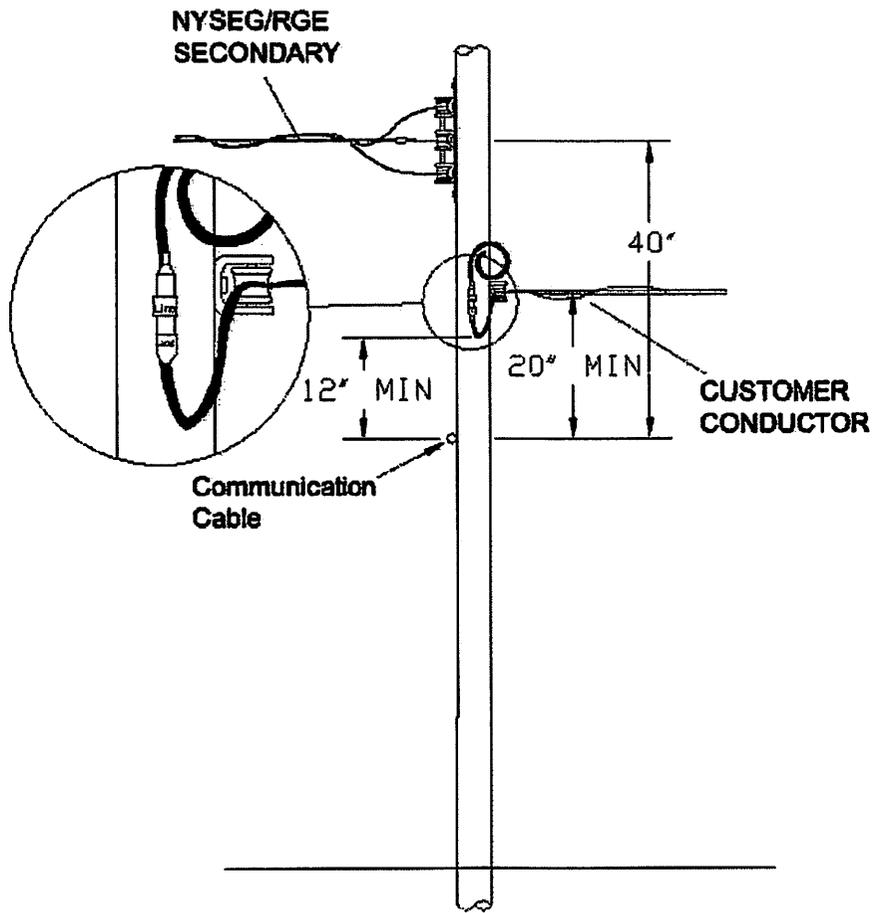
1. The customer will install conductors and a bonding conductor (#6 copper minimum) of sufficient length plus 48" to reach NYSEG's/RGE's secondary facilities on the pole.
2. The customer will mount the current limiting in-line disconnect device at the bracket pole plate and connect the bonding wire to the bracket.
3. NYSEG/RGE will make connections to the secondary facility.



**Figure 3: Overhead Supply Point to Overhead Fixture**

**5.0 Customer Installed Overhead Conductor to an Overhead Service Point**

1. Customer will bring overhead conductor to NYSEG/RGE service point pole and suspend the conductor from a customer installed clevis or the Company clevis or service rack if permission is given. The conductor will be of sufficient length to reach NYSEG's/ RGE's secondary facilities on the pole plus 48".
2. Customer will include the current limiting in-line disconnect with the conductor.
3. NYSEG/RGE will make connections to the secondary facility.



**Figure 4: Customer Installed Overhead Conductor to an Overhead Service Point**

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 22d day of July, 2015.

**PRESENT:**

WILLIAM W. MOEHLE,  
Supervisor

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

Councilpersons

**BE IT RESOLVED**, that correspondence dated July 15, 2015 from Commissioner of Public Works Timothy E. Keef, P.E. regarding the recommended removal of four significant Town Trees along the proposed Brickyard Trail and a request to set a public hearing regarding the same together with the related supporting materials attached to said correspondence, be received and filed; and

**BE IT RESOLVED**, that the Town Board, pursuant to Chapter 175 of the Town Code hereby sets a public hearing for August 26, 2015 at 7:00 P.M. or as soon thereafter as it may be heard at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton to consider the Commissioner's recommendation to remove the four significant Town Trees identified in the above referenced correspondence; and

**BE IT RESOLVED**, that the Town Clerk shall send and publish such notice of said public hearing and proposed removal of trees as is required by law.

Dated: July 22, 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

July 15, 2015

Supervisor William Moehle and  
the Honorable Town Board  
Brighton Town Hall  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Proposed Significant Tree Removals  
Brickyard Trail Project

Dear Supervisor Moehle and Town Council Members:

It is recommend that your Honorable Body receive and file this advisory communication pursuant to Chapter 175 of the Town Code, Trees, Section 8, Removal. The following trees are proposed to be removed in accordance with the provisions of said chapter due to the construction of the Brickyard Trail:

- |    |                  |                      |         |
|----|------------------|----------------------|---------|
| 1) | Trail Segment #1 | 36" Willow (2 bole)* | Removal |
| 2) | Trail Segment #5 | 60" Willow*          | Removal |
| 3) | Trail Segment #6 | 36" Cottonwood*      | Removal |
| 4) | Trail Segment #8 | 48" Willow*          | Removal |

For your reference I have attached excerpts from the plans depicting the locations of these trees. Generally, much care has been taken to develop this best fit alignment of the trail and you will note that shifting the trail to avoid these trees may result in the removal of other trees, some of which may be more desirable to maintain, as well as placing the trail into areas of greater environmental sensitivity

The Public Works Committee and the Tree Council have previously reviewed this matter and concur with this request. The requisite communication to each adjoining owner(s) will be issued prior to the public hearing in accordance with the provisions of the Town Code.

As always, your consideration of matters such as this is greatly appreciated.

Very truly yours,

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

TEK/wp

attachment

cc: M. Guyon  
D. Aman  
M. Hussar  
K. Gordon

HTB.TREE.REMOVALS.SIGNIFICANT.BRICKYARD.TRAIL..JULY.2015.01

\*Denotes significant tree requiring a public hearing prior to taking any action



TOWN OF BRIGHTON  
MONROE COUNTY, NEW YORK

July 9, 2015

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

RE: Brickyard Trail Tree Removals

Dear Commissioner Keef:

At their July 7, 2015 meeting, the Tree Council was presented plans for the preferred alignment of the Brickyard Trail by Mike Guyon, Town Engineer and Mark Bayer, Bayer Associates. It was explained that the preferred alignment was influenced by numerous environmental constraints. As a result, a number of trees, including four (4) significant trees, would have to be removed.

While the Council does not endorse the removal of healthy trees, it does support the preferred Brickyard Trail alignment and the removal of the identified trees as presented. While it is understood that different trail locations through this property may result in less tree disturbance, the Council believes that the preferred alignment, with the implementation of the tree mitigation plans, will provide much community benefit while minimizing environmental impacts.

Sincerely,

Rick DiStefano, Secretary  
Brighton Tree Council

cc: Mile Guyon, Town Engineer





## What is the Brighton Shared-Use Trail?

In 2013, the Town of Brighton completed a master plan, entitled "Bike/Walk Brighton," which studied both bicycle and pedestrian traffic. The plan concluded that these forms of transportation were essential to the success of Brighton's sustainability efforts. It also provided a general blueprint for creating a well-connected, safe, and functional network of sidewalks, on and off-road routes to schools, parks, public services and commercial centers.

As a component of this blueprint, the Bike/Walk Brighton master plan recommended the design and

construction of a shared-use trail on the former "Farash Property" that would provide a pedestrian and bicycle connection between two important civic destinations within the community: **The Town Hall / Library complex and Buckland Park.**

The goal of this shared-use trail project is to design and implement this recommendation. The trail will support **safe and direct access to important parks and community services**, including medical facilities along Lac De Ville/Senator Keating Boulevard, Brighton's significant open-space resources, and the area's largest

employment center (J of R). The design of the trail will also give users an opportunity to experience a **unique ecological environment** tucked into the heart of urban-Brighton and learn about the history of the community's **celebrated brick industry.**

## The Property Now and 100-Years Ago!

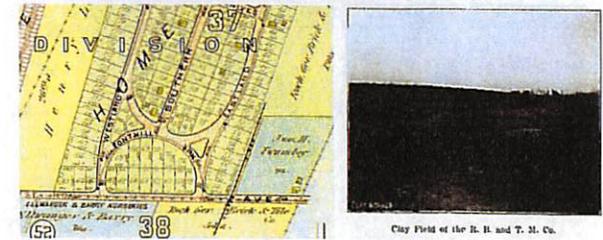
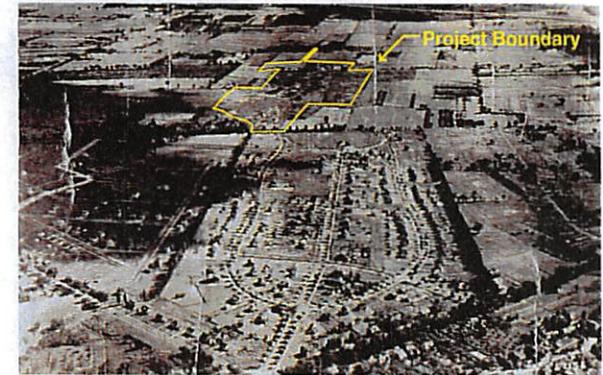
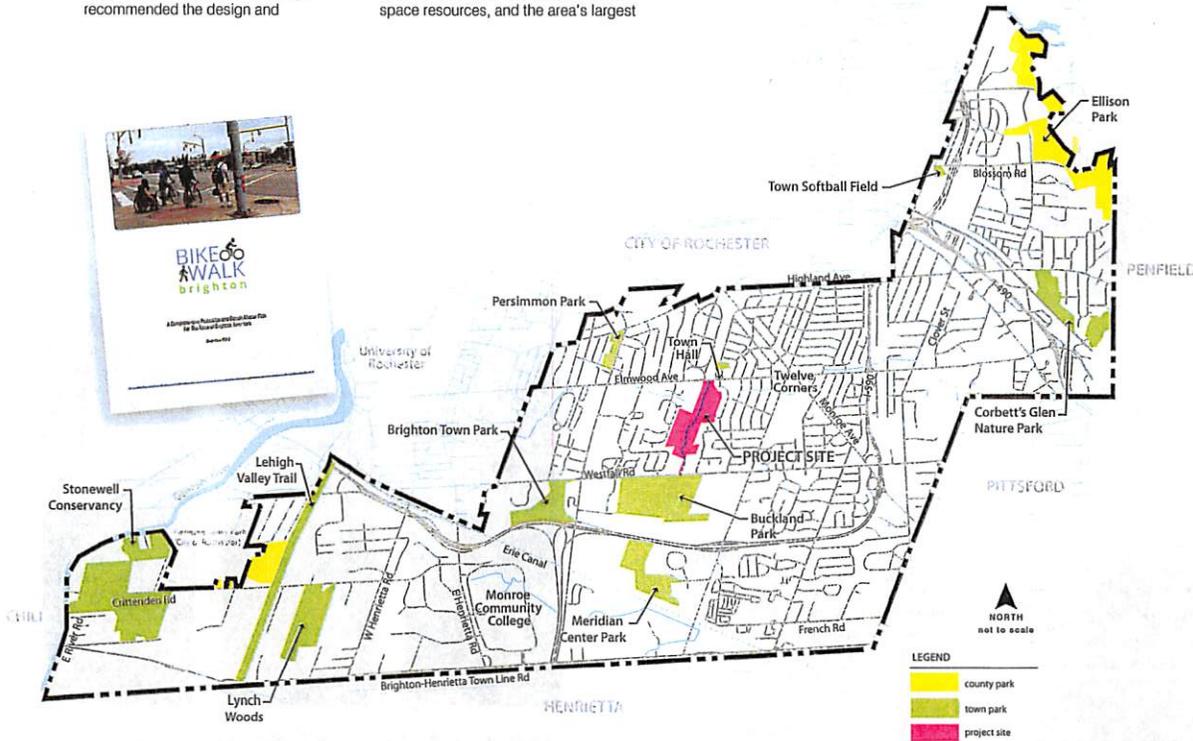
The project site currently exists as approximately 72 acres of open space between Brighton's Town Hall on Elmwood Avenue and Buckland Park on Westfall Road. It contains a large expanse of New York State and Federal **wetlands, meadows and wooded areas**, a segment of Buckland Creek, and a substantial wooded frontage along Elmwood Avenue.

The characteristics of the parcel of land that made it **undesirable for farming** are what allowed Brighton's clay tile and brick

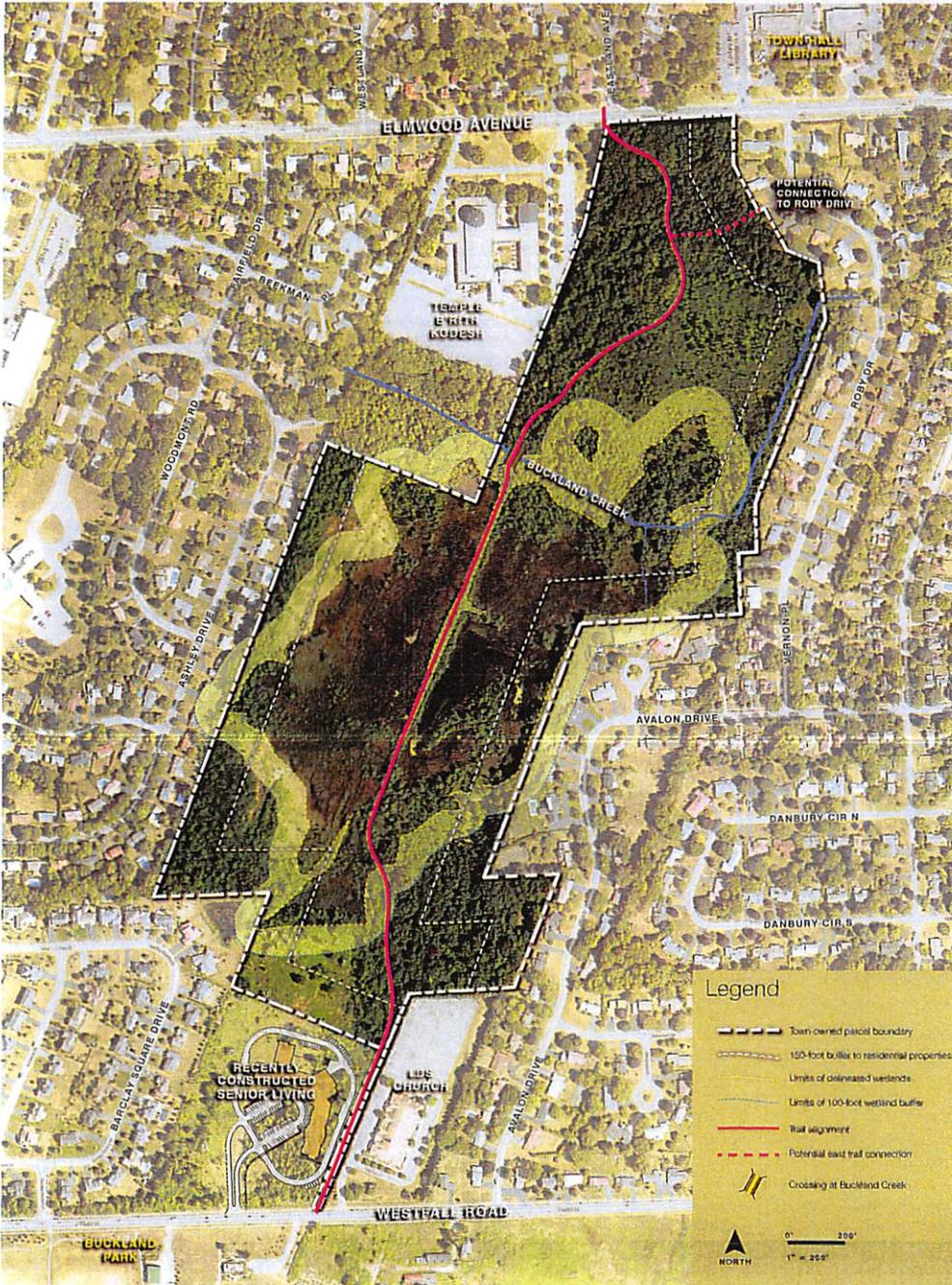
manufacturing businesses to, quite literally, lay the foundations for the explosion of infrastructure growth in Rochester, the Young Lion of the West, and countless other communities in the region.

In the early years of the 20th century, at the height of the Rochester Brick & Tile Company's production capacity, the company's **10-car narrow gauge rail line** made several trips a day across Elmwood Avenue to the **clay beds** located on the parcel of land. By the company's own

account, which was widely distributed in trade magazines at the time, the clay bed on this land was almost **ideal for extraction** – recorded in 1908 as being nearly 1,500 feet long, 10' deep, and with little-to-no topsoil to be stripped from the surface. The former narrow-gauge rail corridor and prior "scraping" of clay beds can be identified from the aerial photography lends a **unique history and sense of community lore** to the parcel and trail project.



(Top) Photograph circa 1930, view south with project boundary overlaid. Brighton Municipal History Collection. (Bottom Left) 1918 Plat Map illustrating location of narrow gauge rail. Monroe County Library. (Bottom Right) Photograph of clay fields (this project site) owned by the Rochester Brick and Tile Manufacturing Plant in Brighton. "The Clayworker," Volumes LI-LII, 1909.



Brighton Shared-Use Trail

# TRAIL IDENTITY

CULTURAL HISTORY OF THE SITE + PRESERVED NATURAL ECOLOGY = **Rediscover the**  **of Brighton!**

How **rare** is an enormous and ecologically diverse landscape sitting in the center of a community? A community that was **urbanized more than a century ago**? What about a landscape that is also **culturally significant** and was privately owned until recently? Exceptionally rare – and exceptionally wonderful! That is why the Brighton Shared-Use Trail project proposes to use these characteristics as the foundation for giving the land **identity** while enhancing **connectivity**. History and ecology in the very **heart of Brighton!**

Once the very "birthplace" of Brighton's brick and clay industry, the landscape has been sitting untouched for the better part of a century. Brighton's brick industry gave way

to early 20th century suburban development and urbanization. Paradoxically, it was these specific types of **native soils** and the industrial-scale **removal of raw clay** from the site that prevented it from being farmed and developed. Now, the community's plan is to **keep it that way**.

Along the way (literally, along the trail!) unobtrusive interpretive features will tell the **story of Brighton's brick history** and how this site contributed to this important cultural identity. It will also tell a more modern story – being the rarity of such a **"naturalistic"** landscape **left undisturbed** in the heart of a community. What kinds of trees and other ecologies have naturalized here since the train tracks have been removed? What does

a **wetland** do for a community? What are "ecosystem services" and why are they as important to a community as power and water? This landscape has always been in the heart of Brighton, but this trail gives the community **an opportunity to rediscover it**.

Above all, the trail design will **tread as lightly as possible**, striving to create meaningful place-specific teaching opportunities for residents, and **treat the sacred space with respect** as one of Brighton's important cultural and natural assets.

## The "Brickyard Trail"

With guidance from historians and residents who have spent decades researching and championing Brighton's celebrated industrial history, the project has crafted an **identity** that is **easily recognizable** and **memorable** for the community.

As landscape that had direct rail links to the multitude of brick manufacturing plants along Monroe Avenue - the trail is simply proposed as **The Brickyard Trail**.

This name reinforces the significance of this parcel as integral to Brighton's brick-making history. This landscape was **the source for raw clay** that fueled manufacturing plants and the **tree-less wetlands and meadow fields seen today** (in the center of the property) are the direct result of **scraping the clay surface** of the earth clean, loading it into **ore cars**, and hauling it northward across Elmwood Avenue **to be processed and fired** into the literal building blocks of our region.

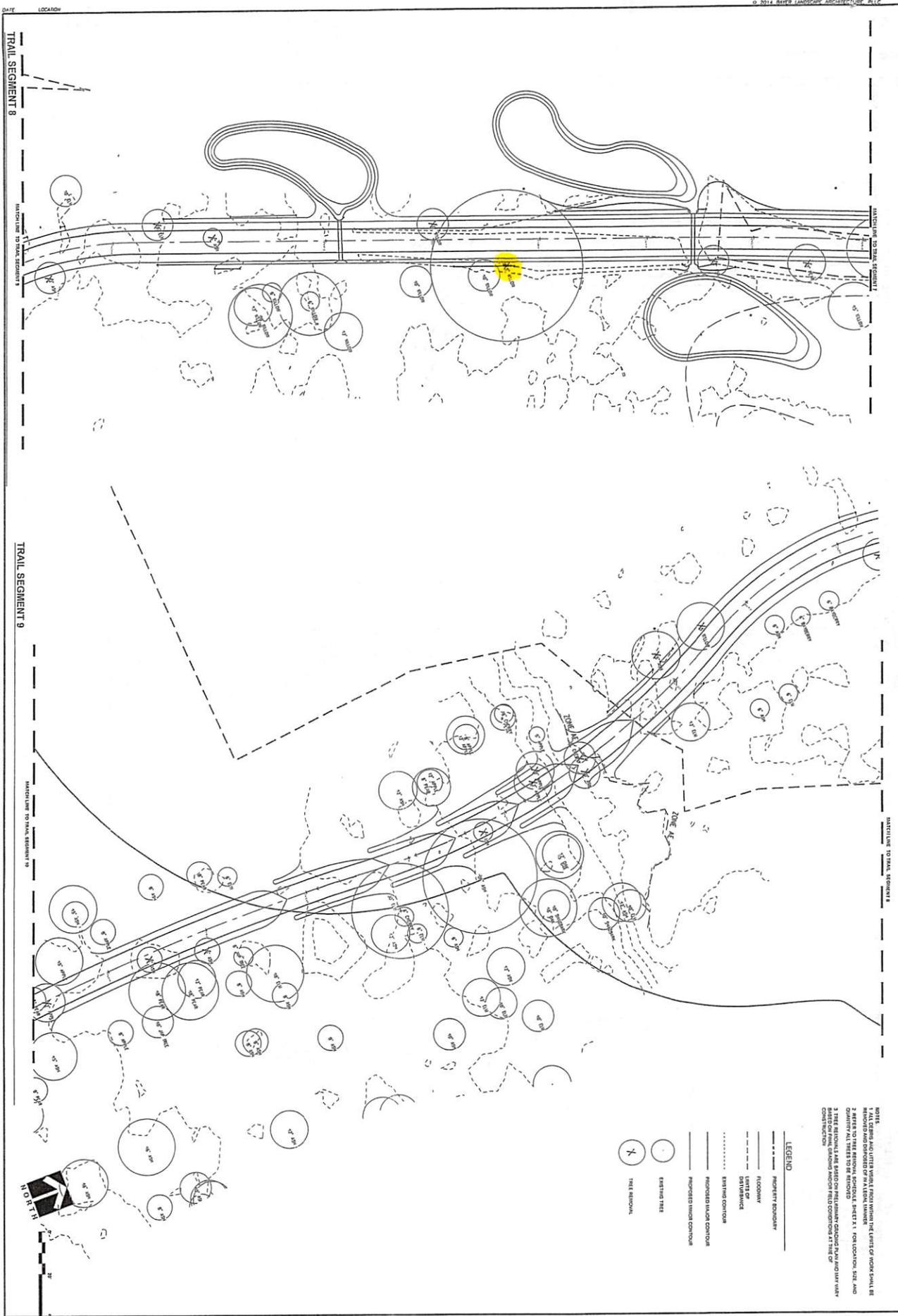


Example *Brickyard Trail* signage mockup. The final signage will perform three important interpretive functions as displayed above: (1) Orient users to the trail with maps and legends, (2) describe and inform users about Brighton's brick-making history, and (3) teach users about the existing landscape and how its history helped create what we see today.









**NOTES**

- 1 THE TRAIL SHALL BE CONSTRUCTED TO THE CENTERLINE OF THE TRAIL AS SHOWN ON THIS PLAN.
- 2 REFER TO THE REGIONAL SCHEDULE SHEET X.1 FOR LOCATION, SIZE AND QUANTITY ALL TREES TO BE REMOVED.
- 3 THE REGIONAL LAND MANAGEMENT CONCEPT PLAN AND LAND MANAGEMENT PLAN SHALL BE REFERENCED FOR TREE REMOVAL AND REPLANTING REQUIREMENTS.

- LEGEND**
- PROPERTY BOUNDARY
  - FLOODWAY
  - UTILITY LINE
  - UTILITY SERVICE
  - EXISTING CONTOUR
  - PROPOSED MAJOR CONTOUR
  - PROPOSED MINOR CONTOUR
  - EXISTING TREE
  - TREE REMOVAL

**X.5**

BRIGHTON SHARED-USE TRAIL

DEMOLITION PLAN

|             |          |
|-------------|----------|
| SCALE       | AS NOTED |
| CHECKED BY  | ZDR      |
| DRAWN BY    | SRB      |
| DESIGNED BY | BAYERLA  |
| DATE        | 01-08-15 |
| PROJECT No  | No       |

**NOT FOR CONSTRUCTION**

| NO | REVISIONS | BY | DATE |
|----|-----------|----|------|
|    |           |    |      |

**Bayer Landscape Architecture, PLLC**

19 North Main Street  
Hempstead, New York 11547

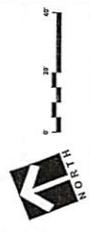
1 516-942-2000  
bayerla.com 1 516-942-2005

PROJECT  
SCALE  
AS NOTED  
CHECKED BY  
SRS  
DRAWN BY  
BAYVELLA  
DESIGNED BY  
DATE  
PROJECT NO.

| NO. | REVISIONS | BY | DATE |
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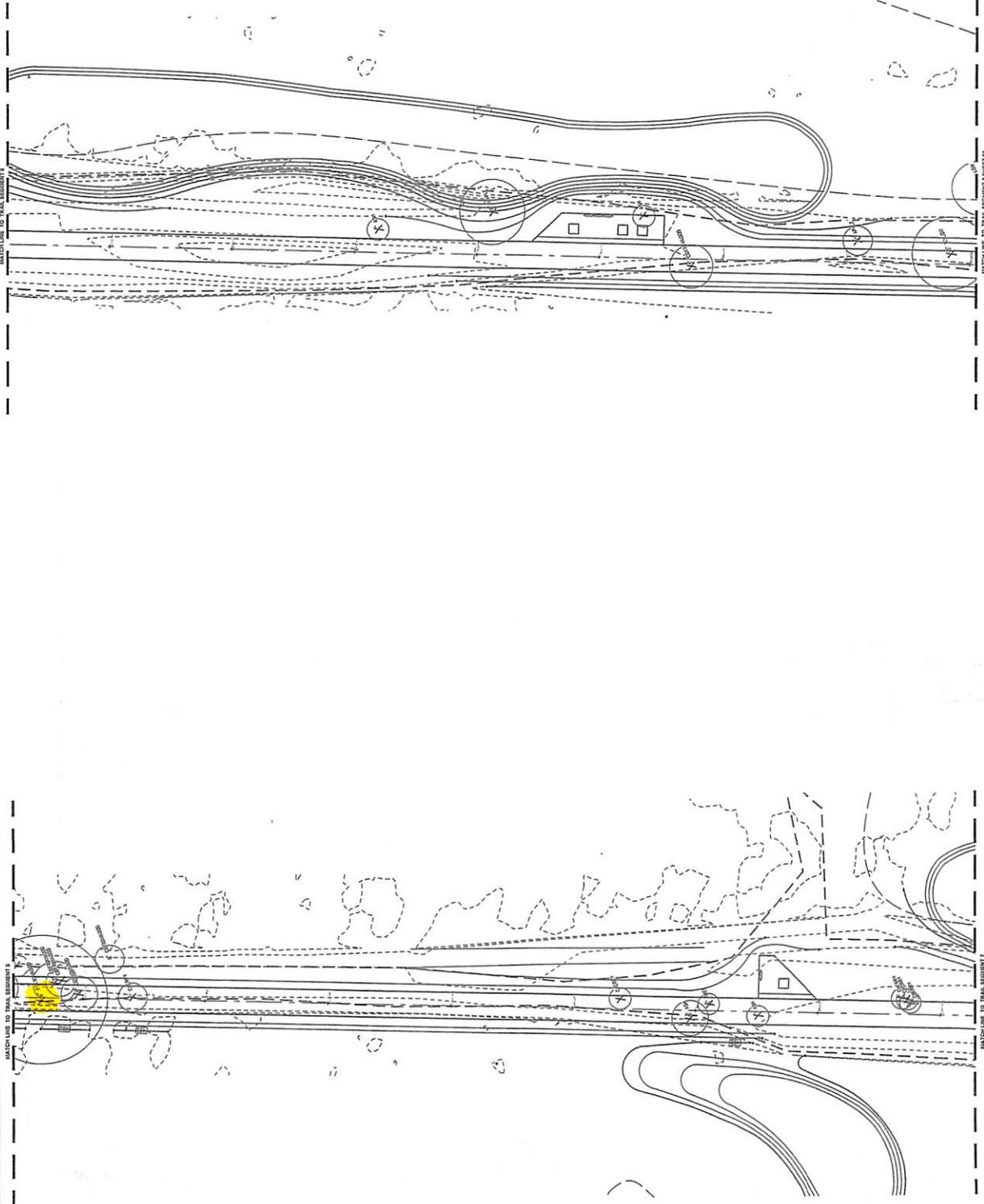
Bayer Landscape Architecture, PLLC  
10000 Bay Blvd, Suite 1000  
Houston, Texas 77055  
Tel: 281-432-2800  
Fax: 281-432-2801



NOTE:  
1. THE SCALE AND FIELD VIEWS EACH WITHIN THE LIMITS OF WORK SHALL BE REVIEWED AND APPROVED BY A LEAD DESIGNER.  
2. REFER TO TREE REMOVAL SCHEDULE, SHEET A.1, FOR LOCATION, SIZE AND QUANTITY ALL TREES TO BE REMOVED.  
3. THE TREE REMOVAL SCHEDULE IS A SUMMARY OF THE TREE REMOVAL AND MAY VARY FROM THE FIELD CONDITIONS AT THE TIME OF CONSTRUCTION.

LEGEND

|     |                        |
|-----|------------------------|
| --- | PROPERTY BOUNDARY      |
| --- | FLOODWAY               |
| --- | LIMIT OF DISTURBANCE   |
| --- | EXISTING CONTOUR       |
| --- | PROPOSED MAJOR CONTOUR |
| --- | PROPOSED MINOR CONTOUR |
| ○   | EXISTING TREE          |
| ⊗   | TREE REMOVAL           |

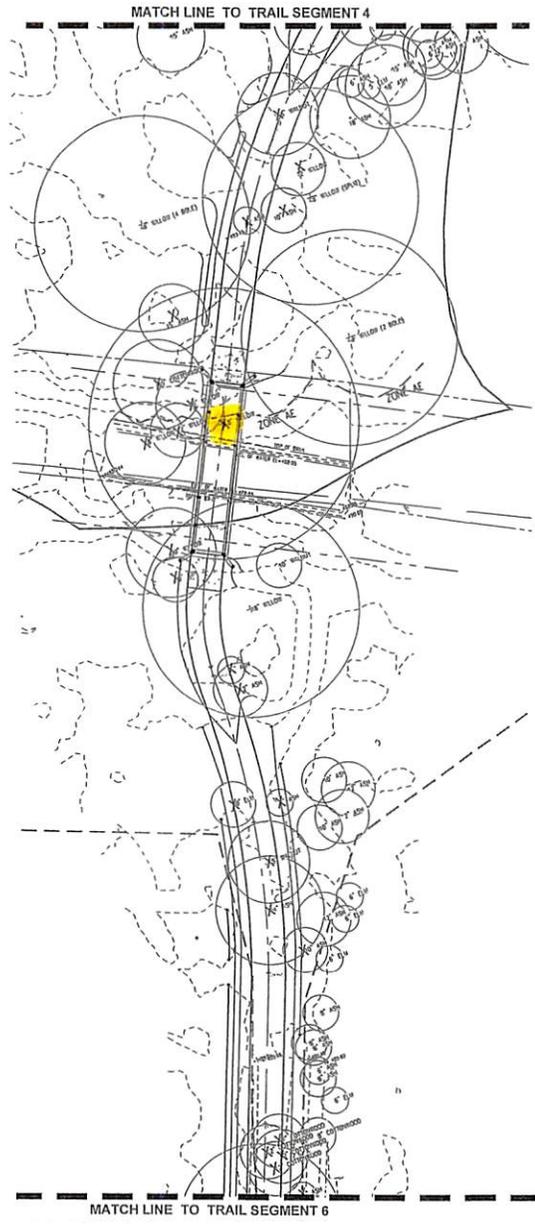
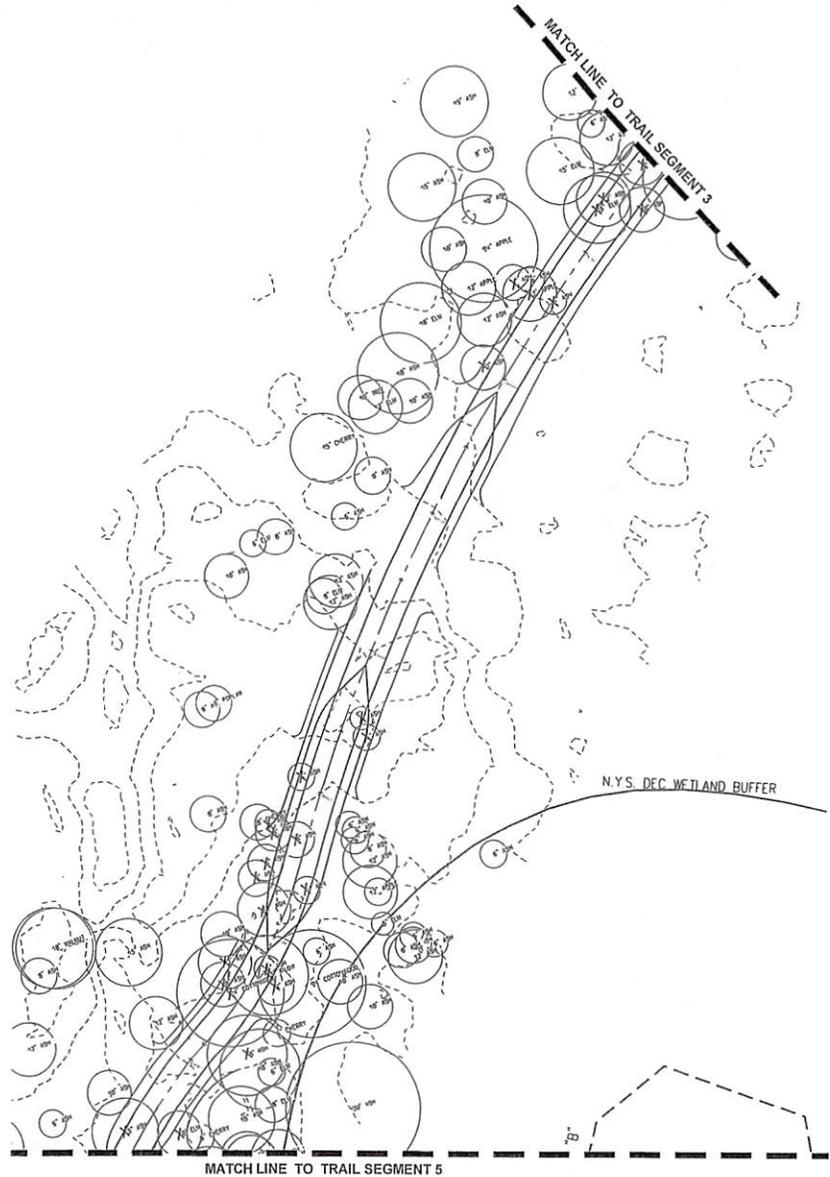


TRAIL SEGMENT 7

TRAIL SEGMENT 6

P. 2014 BAYER LANDSCAPE ARCHITECTURE, PLLC

DATE LOCATION



NOTES

- 1 ALL DEBRIS AND LITTER VISIBLE FROM WITHIN THE LIMITS OF WORK SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
- 2 REFER TO TREE REMOVAL SCHEDULE, SHEET X.1, FOR LOCATION, SIZE AND QUANTITY ALL TREES TO BE REMOVED
- 3 TREE REMOVALS ARE BASED ON PRELIMINARY GRADING PLAN AND MAY VARY BASED ON FINAL GRADING AND/OR FIELD CONDITIONS AT TIME OF CONSTRUCTION

- LEGEND
- PROPERTY BOUNDARY
  - FLOODWAY
  - - - - - LIMITS OF DISTURBANCE
  - ..... EXISTING CONTOUR
  - PROPOSED MAJOR CONTOUR
  - PROPOSED MINOR CONTOUR
  - EXISTING TREE
  - ⊗ TREE REMOVAL

**Bayer Landscape Architecture, PLLC**  
 18 South State Street  
 Albany, NY 12242  
 P: 518.432.2000  
 F: 518.432.2000

**NOT FOR CONSTRUCTION**

|             |          |           |      |
|-------------|----------|-----------|------|
| SCALE       | AS NOTED | DATE      | BY   |
| CHECKED BY  | DATE     | REVISIONS | DATE |
| DRAWN BY    | DATE     |           |      |
| DESIGNED BY | DATE     |           |      |
| PROJECT NO. |          |           |      |

PROJECT: BRIGHTON SHARED-USE TRAIL  
 DEMOLITION PLAN

DATE: 08/10/15  
 TITLE: DEMOLITION PLAN

X.3

