This meeting is conducted in-person with remote participation available via video conferencing at townofbrighton.org/499/Streaming-Video.

PRESENTATIONS/RECOGNITIONS:
- Pride Proclamation
- Juneteenth Proclamation
- Caribbean Heritage Month Proclamation

MEETING CALLED TO ORDER:

OPEN FORUM:

APPROVAL OF AGENDA

PUBLIC HEARINGS:

MATTER RE: Public hearing on a proposed Local Law known as “A Local Law for Flood Damage Prevention” (see Resolution #1 and letter dated May 20, 2024 from Ken Hurley, P.E., Town Engineer).

COMMUNICATIONS:
FROM: Jennifer Cesario, Controller, Monroe County, 39 W. Main St., Rochester, New York, 14614, dated May 15, 2024, RE: First quarter 2024 sales tax receipts for the Town.

COMMITTEE REPORTS:
- Community Services Committee
- Finance and Administrative Services
- Public Safety Services
- Public Works Services

OLD BUSINESS:

NEW BUSINESS:

MATTER RE: Reading and approval of claims (Resolution #06-12-24-CLAIMS).

MATTER RE: Authorize the Supervisor to enter into an agreement with Ravi Engineering to provide a wetland delineation for the proposed Buckland Park Farmers Market gravel parking area in an amount not to exceed $4,690 and authorize the Supervisor to execute any necessary change orders not to exceed 10% of the contract price herein (see Resolution #2 and letter dated May 30, 2024 from Ken Hurley, P.E., Town Engineer).
MATTER RE: Authorize the Supervisor to execute a fee agreement with Interpretek for the provision of American Sign Language services (see Resolution #3 and letter dated May 23, 2024 from Bridget Monroe, Assistant to the Town Supervisor).

MATTER RE: Authorize the Supervisor to amend an agreement with Suzanne Zaso for the provision of financial consulting services by extending the term by six months, ending December 31, 2024 (see Resolution #4 and letter dated May 20, 2024 from Tricia Van Putte, Director of Personnel).

MATTER RE: Amend the budget by increasing the revenue and expense in the Highway Department to reflect an unanticipated increase in NYS transportation funding in the amount of $39,601.36 (see Resolution #5 and letter dated May 14, 2024 from Amy Banker, Accountant).

MATTER RE: Authorize the Supervisor to execute an easement agreement for sidewalk construction on Winton Road as part of the Incentive Zoning approval for the Jewish Senior Life project (see Resolution #6 and letter dated June 6, 2024 from Ken Hurley, P.E., Town Engineer).

MATTER RE: Approve application for designation as a Pro-Housing Community (see Resolution #7 and letter dated June 11, 2024 from William W. Moehle, Town Supervisor).

MATTERS OF THE SUPERVISOR:

MATTERS OF THE TOWN ATTORNEY:

MATTERS OF THE TOWN CLERK:

MATTERS OF THE BOARD:

MOTION TO GO INTO EXECUTIVE SESSION:
MATTER RE: Employment.

MEETING ADJOURNED:

NEXT TOWN BOARD MEETING:
Wednesday, June 26, 2024 at 7 PM
RECOGNITIONS/PRESENTATIONS
PUBLIC HEARINGS
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor
CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

WHEREAS, the Town Board duly scheduled a public hearing to be held on June 12, 2024 at 7:00 p.m., to consider the adoption of a proposed Local Law to be known as “A Local Law for Flood Damage Prevention”; and

WHEREAS, such public hearing was duly called and held on June 12, 2024 at 7:00 pm at Brighton Town Hall, 2300 Elmwood Avenue, in the Town of Brighton, Monroe County, New York and all persons having an interest in the matter having had an opportunity to be heard;

NOW, THEREFORE, on motion of Councilmember ____________________, seconded by Councilmember ______________________,

BE IT RESOLVED, that all written comments provided to the Town at the Public Hearing held on June 12, 2024 regarding the proposed Local Law be received and filed; and

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF BRIGHTON, that pursuant to the provisions of Article 3 of the Municipal Home Rule Law of the State of New York, the Town hereby adopts Local Law No. 2 of 2024 to amend Chapter 211 of the Code of the Town of Brighton with respect to Flood Damage Prevention as set forth in the annexed Local Law; and it is further

RESOLVED, that the Clerk of the Town of Brighton shall within twenty days after the adoption of the Local Law file one certified copy thereof in
the Office of the Town Clerk and file one certified copy in the Office of the Secretary of State of the State of New York; and it is further

RESOLVED, that Local Law No. 2 of 2024 shall take effect immediately upon its filing in the Office of the Secretary of State in accordance with Section 27 of the New York Municipal Home Rule Law.

Dated: June 12, 2024

William W. Moehle, Supervisor  Voting  ___
Christopher K. Werner, Councilmember  Voting  ___
Robin R. Wilt, Councilmember  Voting  ___
Christine E. Corrado, Councilmember  Voting  ___
Nathaniel V. Salzman, Councilmember  Voting  ___
LOCAL LAW NO. 2 OF 2024

A LOCAL LAW TO AMEND CHAPTER 211 OF THE CODE OF THE TOWN OF BRIGHTON (FLOOD DAMAGE PREVENTION)

BE IT ENACTED by the Town Board of the Town of Brighton, Monroe County, New York, as follows:

Section 1. Authorization.

The adoption of this local law is in accordance with New York State Constitution, Article IX, Section 2, and Environmental Conservation Law, Article 36.

Section 2. Title.

This local law shall be known as “A Local Law for Flood Damage Prevention.”

Section 3. Amendments to Chapter 211 of the Code of the Town of Brighton.

Chapter 211 (Flood Damage Prevention) of the Code of the Town of Brighton is hereby repealed in its entirety and replaced with the following:

Chapter 211: Flood Damage Prevention

Article I
Statutory Authorization and Purpose

§211-1 Findings.

The Town Board of the Town of Brighton finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the Town of Brighton and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both public and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this chapter is adopted.

§211-2 Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities.
B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

D. Control filling, grading, dredging and other development which may increase erosion or flood damages.

E. Regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

F. Qualify and maintain for participation in the National Flood Insurance Program.

§211-3 Objectives.

The objectives of this chapter are:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects.

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

D. Minimize prolonged business interruptions.

E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, sewer lines, streets and bridges located in areas of special flood hazard.

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas.

G. Provide that developers are notified that property is in an area of special flood hazard.

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
Article II
Definitions

§211-4 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Accessory Structure

A structure used solely for parking (two-car detached garages or smaller) or limited storage, represent a minimal investment of not more than 10 percent of the value of the primary structure, and may not be used for human habitation.

Appeal

A request for a review of the Local Administrator's interpretation of any provision of this chapter or a request for a variance.

Area of shallow flooding

A designated AO, AH or VO Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average annual depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the base floodplain or 100-year floodplain. For purposes of this chapter, the term “special flood hazard area (SFHA)” is synonymous in meaning with the phrase “area of special flood hazard.”

Base flood

The flood having a one percent chance of being equaled or exceeded in any given year.

Basement

That portion of a building having its floor subgrade (below ground level) on all sides.

Building

See "Structure"
Cellar

The same meaning as "Basement".

Crawl Space

An enclosed area beneath the lowest elevated floor, eighteen inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

Development

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building

A non-basement building built, in the case of a building in Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

Federal Emergency Management Agency

The Federal agency that administers the National Flood Insurance Program.

Flood or Flooding

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

   (1) The overflow of inland or tidal waters;

   (2) The unusual and rapid accumulation or runoff of surface waters from any source.

B. "Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an
unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection A(1) of this definition above.

**Flood Boundary and Floodway Map (FBFM)**

An official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a Regulatory Floodway along water courses studied in detail in the Flood Insurance Study.

**Flood Elevation Study**

An examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

**Flood Hazard Boundary Map (FHBM)**

An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

**Flood Insurance Rate Map (FIRM)**

An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

**Flood Insurance Study**

See "flood elevation study".

**Floodplain or Flood-prone area**

Any land area susceptible to being inundated by water from any source (see definition of "flooding").

**Floodproofing**

Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**Floodway**

The same meaning as "regulatory floodway".
Functionally dependent use

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

Highest adjacent grade

The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure

Any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

   (1) By an approved state program as determined by the Secretary of the Interior; or

   (2) Directly by the Secretary of the Interior in states without approved programs.

Local Administrator

The person appointed by the community to administer and implement this chapter by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, Code Enforcement Officer, or employee of an engineering department.

Lowest floor

The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.
Manufactured home

A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a "recreational vehicle".

Manufactured home park or subdivision

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Mobile home

The same meaning as "manufactured home".

New construction

Structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

One-hundred-year flood or 100-year flood

The same meaning as "Base Flood".

Principally above ground

At least 51 percent of the actual cash value of the structure, excluding land value, is above ground.

Recreational vehicle

A vehicle which is:

A. Built on a single chassis;
B. Four hundred square feet or less when measured at the largest horizontal projections;
C. Designed to be self-propelled or permanently towable by a light duty truck; and
D. Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
Regulatory Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in §211-14B of this chapter.

Start of construction

A. The date of permit issuance for new construction and substantial improvements to existing structures, provided that actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

B. Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), or the installation of streets or walkways, or excavation for a basement, footings, piers or foundations, or the erection of temporary forms, or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure

A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial damage

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial improvement

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. The term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
B. Any alteration of a "Historic structure", provided that the alteration will not preclude the structure's continued designation as an historic structure.

**Variance**

A grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

**Violation**

The failure of a structure or other development to be fully compliant with the community’s flood plain management regulations.
Article III
General Provisions

§211-5 Applicability.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Brighton.

§211-6 Basis for establishing the areas of special flood hazard.

A. The areas of special flood hazard for the Town of Brighton, Community Number 361163 are identified and defined on the following documents prepared by the Federal Emergency Management Agency.


(2) A scientific and engineering report entitled "Flood Insurance Study, Monroe County, New York (All Jurisdictions)," dated July 31, 2024.

B. The above documents are hereby adopted and declared to be a part of this chapter. The Flood Insurance Study and/or maps are on file at Town Offices, Town of Brighton.

§211-7 Interpretation and conflict with other laws.

A. This chapter includes all revisions to the National Flood Insurance Program through October 27, 1997, and shall supersede all previous laws adopted for the purpose of flood damage prevention.

B. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

§211-8 Severability

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.
§211-9 Penalties for offenses.

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this chapter and any other applicable regulations. Any infraction of the provisions of this chapter by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than $250 or imprisoned for not more than 15 days or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Town of Brighton from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this chapter for which the developer and/or owner has not applied for and received an approved variance under Article VI will be declared non-compliant and notification sent to the Federal Emergency Management Agency.

§211-10 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town of Brighton, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made there under.
Article IV
Administration

§211-11 Designation of the local administrator.

The Commissioner of Public Works or his or her designee is hereby appointed Local Administrator to administer and implement this chapter by granting or denying floodplain development permits in accordance with its provisions.

§211-12 Floodplain development permit.

A. Purpose. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and insuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in §211-6, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the Local Administrator and may include, but not be limited to: plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

B. Fees. All applications for a floodplain development permit shall be accompanied by an application fee of $200.00. In addition, the applicant shall be responsible for reimbursing the Town of Brighton for any additional costs necessary for review, inspection and approval of this project. The Local Administrator may require a deposit to cover these additional costs.

§211-13 Application for permit.

The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

A. The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved residential structure to be located in a special flood hazard area. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.

B. The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved non-residential structure to be located in Zones A1-A30, AE, or AH or Zone A if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
C. The proposed elevation, in relation to mean sea level, to which any new or substantially improved non-residential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the Local Administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.

D. A certificate (Federal Emergency Management Agency Elevation Certificate) from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in §211-16C, Utilities.

E. A certificate (Federal Emergency Management Agency Elevation Certificate) from a licensed professional engineer or architect that any non-residential floodproofed structure will meet the floodproofing criteria in §211-18, Nonresidential structures.

F. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in §211-6, when notified by the Local Administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.

G. A technical analysis, by a licensed professional engineer, if required by the Local Administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.

H. In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either fifty (50) lots or five (5) acres.

§211-14 Duties and responsibilities of the local administrator.

Duties of the Local Administrator shall include, but not be limited to the following:

A. Permit application review. The Local Administrator shall conduct the following permit application review before issuing a floodplain development permit:

   (1) Review all applications for completeness, particularly with the requirements of §211-13, Application for a permit, and for compliance with the provisions and standards of this chapter.

   (2) Review subdivision and other proposed new development, including manufactured home parks to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area
of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Article V, Construction standards and, in particular, §211-15A, Subdivision proposals.

(3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The Local Administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination.

(4) If the proposed development may result in physical damage to any other property or fails to meet the requirements of Article V, Construction standards, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and re-submit the application.

(5) Determine that all necessary permits have been received from those governmental agencies from which approval is required by State or Federal law.

B. Use of other flood data.

(1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community’s Flood Insurance Rate map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the Local Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, including data developed pursuant to §211-13G , as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this chapter.

(2) When base flood elevation data are not available, the Local Administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this chapter.

(3) When an area of special flood hazard, base flood elevation, and/or floodway data are available from a Federal, State or other authoritative source, but differ from the data in the documents enumerated in §211-6, the Local Administrator may reasonably utilize the other flood information to enforce more restrictive development standards.

C. Alteration of watercourses

(1) Notification to adjacent municipalities that may be affected and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse and submit evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.
(2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

D. Construction stage

(1) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).

(2) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The Local Administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

E. Inspections. The Local Administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

F. Stop work orders.

(1) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found ongoing without a development permit. Disregard of a stop work order shall subject the violator to the penalties described in §211-9 of this chapter.

(2) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found non-compliant with the provisions of this chapter and/or the conditions of the development permit. Disregard of a stop work order shall subject the violator to the penalties described in §211-9 of this chapter.

G. Certificate of compliance.

(1) In areas of special flood hazard, as determined by documents enumerated in §211-6, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed,
converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the Local Administrator stating that the building or land conforms to the requirements of this chapter. The basis for the local administrator’s determination shall be supporting documentation provided and certified by the applicant’s licensed professional engineer/licensed surveyor.

(2) A certificate of compliance shall be issued by the Local Administrator upon satisfactory completion of all development in areas of special flood hazard.

(3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in §211-14E, Inspections, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

H. Information to be retained. The Local Administrator shall retain and make available for inspection, copies of the following:

(1) Floodplain development permits and certificates of compliance.

(2) Certifications of as-built lowest floor elevations of structures, required pursuant to §211-14D(1) and (2), and whether or not the structures contain a basement.

(3) Floodproofing certificates required pursuant to §211-14D(1), and whether or not the structures contain a basement.

(4) Variances issued pursuant to Article VI, Variance procedures.

(5) Notices required under §211-14C, Alteration of watercourses.
Article V
Construction Standards

§211-15 General standards.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §211-6.

A. Subdivision proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

(1) Proposals shall be consistent with the need to minimize flood damage;

(2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and

(3) Adequate drainage shall be provided to reduce exposure to flood damage.

B. Encroachments.

(1) Within Zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:

(a) The applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any location, or,

(b) The Town of Brighton agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Brighton for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Brighton for all costs related to the final map revision.

(2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in §211-6, no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:

(a) A technical evaluation by a licensed professional engineer demonstrates through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that such an encroachment...
shall not result in any increase in flood levels during occurrence of the base flood, or,

(b) The Town of Brighton agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Brighton for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Brighton for all costs related to the final map revisions. The Town of Brighton may require the establishment of an escrow account or letter of credit in a sufficient amount to be held until such time that the application is complete and the final cost can be determined.

(3) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, if any development is found to increase or decrease base flood elevations, the Town of Brighton shall as soon as practicable, but not later than six (6) months after the date such information becomes available, notify FEMA and the New York State Department of Environmental Conservation of the changes by submitting technical or scientific data in accordance with standard engineering practice.

§211-16 Standards for all structures.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §211-6.

A. Anchoring. New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

B. Construction materials and methods.

(1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.

(2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.

(3) For enclosed areas below the lowest floor of a structure within Zones A1-A30, AE, AO or A, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters.
(a) Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:

[1] a minimum of two (2) openings of each enclosed area having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;

[2] the bottom of all such openings no higher than one (1) foot above the lowest adjacent finished grade and;

[3] openings not less than three (3) inches in any direction.

(b) Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas sub-grade on all sides are considered basements and are not permitted.

C. Utilities.

(1) New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at least two (2) feet above the base flood elevation, at least three (3) feet above the highest adjacent grade in a Zone A without an available base flood elevation where permitted, or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations.

(2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall.

(4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
D. Storage tanks.

(1) Underground tanks shall be anchored to prevent flotation, collapse and lateral movement during conditions of the base flood.

(2) Above-ground tanks shall be:

   (a) Anchored to prevent floatation, collapse or lateral movement during conditions of the base flood or;

   (b) Installed at or above the base flood elevation as shown on the Flood Insurance Rate Map enumerated in §211-6 plus two (2) feet.

§211-17 Residential structures.

A. Elevation. The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in §211-15A, Subdivision proposals, and §211-15B, Encroachments, and §211-16 Standards for all structures.

(1) Within Special Flood Hazard Areas, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above two (2) feet above the base flood elevation.

(2) Within Zone A, if the Base flood elevation is not specified, a base flood elevation shall be determined by either of the following:

   (a) Obtain and reasonably use data available from a federal, state or other source plus two (2) feet of freeboard or:

   (b) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices, plus freeboard. Determinations shall be undertaken by a registered design professional who shall be documented that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.

(3) Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community’s Flood Insurance Rate Map enumerated in §211-6 plus two (2) feet of freeboard, or not less than three (3) feet if a depth number is not specified.

(4) Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.
§211-18 Non-residential structures.

The following standards apply to new and substantially improved commercial, industrial and other non-residential structures located in areas of special flood hazard, in addition to the requirements in §211-15A, Subdivision proposals, and §211-15B, Encroachments, and §211-16, Standards for all structures.

A. Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any non-residential structure shall either:

(1) Have the lowest floor, including basement or cellar, elevated to or above two (2) feet above the base flood elevation; or

(2) Be floodproofed so that the structure is watertight below two (2) feet above the base flood elevation, including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

B. Within Zone AO, new construction and substantial improvements of non-residential structures shall:

(1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM plus two (2) feet (at least three (3) feet if no depth number is specified), or

(2) Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in §211-18A(2)

C. If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A Floodproofing Certificate or other certification shall be provided to the Local Administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of §211-18A(2), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.

D. Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

E. Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.
§211-19  **Manufactured homes and recreational vehicles.**

The following standards in addition to the standards in §211-15, General standards, and §211-16, Standards for all structures apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

A.  Recreational vehicles.

   (1)  Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:

      (a) Be on site fewer than 180 consecutive days,

      (b) Be fully licensed and ready for highway use, or

      (c) Meet the requirements for manufactured homes in §211-19B, C, and D.

   (2)  A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

B.  A manufactured home that is placed or substantially improved in Zones A1-A30, AE, AH and Zone A shall be elevated on a permanent foundation such that the bottom of the frame of the manufactured home chassis is elevated to or above two (2) feet above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

C.  Within Zone AO, the bottom of the frame of the manufactured home chassis shall be elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map enumerated in §211-6 plus two feet (at least three (3) feet if no depth number is specified).

D.  The foundation and anchorage of manufactured homes to be located in identified floodways shall be designed and constructed in accordance with §211-16A, Anchoring.

§211-20  **Accessory structures including detached garages.**

The following standards apply to new and substantially improved accessory structures, including detached garages, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §211-6.

A.  The accessory structure must meet the definition of structure, for floodplain management purposes, provided in 44 CFR § 59.1, where walled and roofed shall be interpreted as having two outside rigid walls and a fully secured roof.

B.  The accessory structure should be small, as defined by the community and approved by FEMA, and represent a minimal investment. Accessory structures of
any size may be considered for a variance; however, FEMA considers accessory structures that meet the following criteria to be small and therefore not necessarily in need of a variance, if the community chooses to allow it:

(1) Located in an A Zone (A, AE, A1-A30, AR, A99) and less than or equal to the size of a one-story, two-car garage.

C. Accessory structures must meet the standards of §211-16A, Anchoring.

D. The portions of the accessory structure located below BFE plus two (2) feet of freeboard must be constructed with flood-resistant materials.

E. Mechanical and utility equipment for the accessory structure must be elevated or dry floodproofed to or above BFE plus two (2) feet of freeboard.

F. Within Zones AO and Zone A, if base flood elevation data are not available, areas below three (3) feet above the highest adjacent grade shall be constructed using methods and practices that minimize flood damage.

G. The accessory structure must comply with the floodway encroachment provisions of the NFIP.

H. The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).
Article VI
Variance Procedure

§211-21 Appeals board.

A. The Zoning Board of Appeals as established by the Town of Brighton shall hear and decide appeals and requests for variances from the requirements of this chapter.

B. The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Local Administrator in the enforcement or administration of this chapter.

C. Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.

D. In passing upon such applications, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:

(1) The danger that materials may be swept onto other lands to the injury of others.

(2) The danger to life and property due to flooding or erosion damage.

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(4) The importance of the services provided by the proposed facility to the community.

(5) The necessity to the facility of a waterfront location, where applicable.

(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.

(7) The compatibility of the proposed use with existing and anticipated development.

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program of that area.

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(10) The costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding.
(11) The expected heights, velocity, duration, rate of rise and sediment transport of
the flood waters and the effects of wave action, if applicable, expected at the site.

(12) The costs of providing governmental services during and after flood conditions,
including search and rescue operations, maintenance and repair of public utilities
and facilities such as sewer, gas, electrical, and water systems and streets and
bridges.

E. Upon consideration of the factors of §211-21D and the purposes of this chapter,
the Zoning Board of Appeals may attach such conditions to the granting of
variances as it deems necessary to further the purposes of this chapter.

F. The Local Administrator shall maintain the records of all appeal actions including
technical information and report any variances to the Federal Emergency
Management Agency upon request.

§211-22 Conditions for variances.

A. Generally, variances may be issued for new construction and substantial
improvements to be erected on a lot of one-half acre or less in size contiguous to
and surrounded by lots with existing structures constructed below the base flood
level, providing items in §211-21D(1) through (12) have been fully considered.
As the lot size increases beyond the one-half acre, the technical justification
required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures upon
determination that:

(1) The proposed repair or rehabilitation will not preclude the structure's continued
designation as a "Historic structure"; and

(2) The variance is the minimum necessary to preserve the historic character and
design of the structure.

C. Variances may be issued by a community for new construction and substantial
improvements and for other development necessary for the conduct of a
functionally dependent use provided that:

(1) The criteria of subparagraphs §211-22A, D, E, and F of this Section are met; and

(2) The structure or other development is protected by methods that minimize flood
damages during the base flood and create no additional threat to public safety.

D. Variances shall not be issued within any designated floodway if any increase in
flood levels during the base flood discharge would result.
E. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

F. Variances shall only be issued upon receiving written justification of:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

G. Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage; and

2. Such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions as required in §211-14H of this chapter.

Section 4. Conflict with Other Provisions.

When the requirements or restrictions imposed by this local law conflict with the requirements or restrictions imposed by other laws, ordinances, codes, rules or regulations, the more proscriptive requirement or restriction, respectively, shall prevail.

Section 5. Severability.

If any clause, sentence, paragraph, section, article or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 6. Effective Date.

This local law shall go into effect immediately upon filing with the New York State Secretary of State.
May 20, 2024

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

Re: Town of Brighton Town Code Revision
Chapter 211 - Flood Damage Protection

Dear Supervisor Moehle and Town Board Members:

In a letter sent out on January 31, 2024, the Federal Emergency Management Agency (FEMA) provided notification to the Town of Brighton (addressed to Supervisor Moehle) of changes to the existing flood hazard determination for Monroe County (All Jurisdictions). As required by the National Flood Insurance Program (NFIP), the Town of Brighton must enact a legally enforceable document which includes adoption of the current effective FIS report and Flood Insurance Rate Map (FIRM) mapping to which the regulations apply. New FRIMs establishing Base Flood Elevations for the Town of Brighton have been recently completed by FEMA and will become effective July 31, 2024.

FEMA has prepared a Local Law template and I have filled in the appropriate Town applicable data and submitted it to John Mancuso for his review. This new Local Law template is very similar to the previous Local Law (current Chapter 211) that was adopted by the Town Board on July 23, 2008. Upon verification from Mr. Mancuso, we will need to submit a copy to the NYSDEC for review. The deadline to adopt the Local Law is July 1, 2024.

I am requesting that the Town Board initiate the review and approval process for the revised Chapter 211 – Flood Damage Protection (Local Law) and open a public hearing. Upon review by the Town Attorney and draft review determination of the Local Law by the NYSDEC, the Town Board would be able to close the hearing and adopt the revised code at their discretion.

As always, thank you for your consideration. A member for the DPW will be in attendance at your regularly scheduled May 22, 2024, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Jim Sprague
January 31, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:

19P

The Honorable William Moehle
Supervisor, Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Community Name: Town of Brighton,
Monroe County,
New York

Community No.: 360410
Map Panels Affected: See FIRM Index

Dear Supervisor Moehle:

This is to notify you of the final flood hazard determination for Monroe County, New York (All Jurisdictions), in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the Federal Register.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security’s Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the Federal Register as soon as possible. The FIS report and FIRM for your community will become effective on July 31, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3 (d) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already
have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3 (d);

2. Adopting all the standards of 44 CFR Part 60.3 (d) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3 (d).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3 (d) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA’s resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes,
insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Kelli Higgins-Roche, P.E., CFM, NFIP State Coordinator for New York by telephone at (518) 402-8185 or by email at floodplain@dec.ny.gov. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 2 at (212) 680-3600 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,

[Signature]

Luis V. Rodriguez, P.E.,
Director, Engineering and Modeling Division
Risk Management Directorate | Resilience

Enclosure:
Final SOMA

cc: Community Map Repository
   Rick Distefano, Senior Planner, Town of Brighton
FINAL SUMMARY OF MAP ACTIONS

Community: BRIGHTON, TOWN OF
Community No: 360410

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on July 17, 2024.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

<table>
<thead>
<tr>
<th>LOMC</th>
<th>Case No.</th>
<th>Date Issued</th>
<th>Project Identifier</th>
<th>Original Panel</th>
<th>Current Panel</th>
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2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

2A. LOMCs on Revised Panels

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<th>LOMC</th>
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<th>Date Issued</th>
<th>Project Identifier</th>
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## FINAL SUMMARY OF MAP ACTIONS

Community: BRIGHTON, TOWN OF Community No: 360410

### 2B. LOMCs on Unrevised Panels

<table>
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<tr>
<th>LOMC</th>
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<td>01/25/1993</td>
<td>FRENCH CREEK TOWNHOUSES, BUILDINGS J &amp; K</td>
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<td>36055C0356G</td>
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<td>08/15/2001</td>
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<td>3604100010B</td>
<td>36055C0356G</td>
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<td>LOMA</td>
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<td>74 CHELMSFORD ROAD</td>
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<td>LOTS 1 &amp; PART OF 2, HARTWOOD TRACT - 36 STONYBROOK DRIVE</td>
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<td>CHARLESON ESTATES RE-SUBDIV, LOT R-10 -- 169 LEDGEROCK LANE</td>
<td>3604100010B</td>
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<td>LOMR-FW</td>
<td>08-02-0012A</td>
<td>11/29/2007</td>
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<td>LOMA</td>
<td>08-02-0279A</td>
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<td>Lot 43, Westfall Heights Subdivision - 95 Helen Road</td>
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<td>1870 SOUTH WINTON ROAD</td>
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<td>LOMR-FW</td>
<td>10-02-0765A</td>
<td>04/26/2010</td>
<td>LOT 8, ROBY SUBDIVISION, SECTION 1 -- 44 ROBY DRIVE</td>
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## FINAL SUMMARY OF MAP ACTIONS

<table>
<thead>
<tr>
<th>LOMC</th>
<th>Case No.</th>
<th>Date Issued</th>
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<th>Original Panel</th>
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<td>LOT R3, CAMBRIDGE PLACE CORPORATE CENTRE - 1880 SOUTH WINTON ROAD</td>
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<td>MACFARLANE FARMS NO. 2 ADDITION, LOT 59 -- 2 CHELMSFORD LANE</td>
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<td>LOMR-F</td>
<td>14-02-1548A</td>
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<td>MACFARLAN FARMS, ADDITION NO. 1, LOT 50 - 2894 ELMWOOD AVENUE</td>
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<td>Lot 174A, Rowlands Tract Subdivision - 2134 Westfall Road</td>
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<td>Lot 49, Block 137, 17-3-48, Horst Subdivision - 1863 Westfall Road</td>
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<td>15-02-1219A</td>
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<td>Lot 12, Hartwood Tract Subdivision - 85 Stonybrook Drive</td>
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<td>LOMA</td>
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<td>Lot 180, Riverside Gardens Subdivision - 27 Remington Parkway</td>
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<td>LOMA</td>
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<td>Lot 116, Horst Subdivision Subdivision - 119 Fairhill Drive</td>
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<td>03/04/2016</td>
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<td>MEADOWBROOK, LOT 259 -- 200 BONNIE BRAE AVENUE</td>
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<td>LOMR-F</td>
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<td>09/21/2016</td>
<td>EVANS FARM, LOT 9 -- 1915 WESTFALL ROAD</td>
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<td>LOMA</td>
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<td>07/24/2017</td>
<td>Lot RA-3-1, Vail Subdivision - 100 Park Circle East</td>
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FINAL SUMMARY OF MAP ACTIONS

Community: BRIGHTON, TOWN OF
Community No: 360410

<table>
<thead>
<tr>
<th>LOMC</th>
<th>Case No.</th>
<th>Date Issued</th>
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<th>Original Panel</th>
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<tr>
<td>LOMA</td>
<td>17-02-2157A</td>
<td>09/11/2017</td>
<td>Lot 51, MacFarlan Farms Addition No. 1 Subdivision - 2892 Elmwood Avenue</td>
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<td>LOMA</td>
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<td>04/09/2018</td>
<td>MACFARLAN FARMS TRACT, ADDITION NO. 2, LOT 65 -- 90 CHELMSFORD ROAD</td>
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<tr>
<td>LOMR-FW</td>
<td>18-02-1078A</td>
<td>05/07/2018</td>
<td>TOWNSHIP 13 RANGE 7, SECOND DIVISION, LOT 14 -- 66 EDGECOON AVENUE</td>
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<td>LOMR-FW</td>
<td>18-02-1453A</td>
<td>06/25/2018</td>
<td>MEADOWBROOK, LOTS 270 &amp; 271 -- 217 BONNIE BRAE AVENUE</td>
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<td>LOMA</td>
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<td>11/12/2020</td>
<td>RULISON-SHAFFER SUBDIVISION, LOT 1 -- 3437 ELMWOOD AVENUE</td>
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<td>LOMA</td>
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<td>08/27/2022</td>
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<td>LOMA</td>
<td>23-02-0303A</td>
<td>03/17/2023</td>
<td>ROWLANDS, LOTS 176-177 -- 202 ROOSEVELT ROAD</td>
<td>36055C0356G</td>
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3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

<table>
<thead>
<tr>
<th>LOMC</th>
<th>Case No.</th>
<th>Date Issued</th>
<th>Project Identifier</th>
<th>Reason Determination Will be Superseded</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.
FINAL SUMMARY OF MAP ACTIONS

Community:  BRIGHTON, TOWN OF  Community No:  360410

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below—and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

<table>
<thead>
<tr>
<th>LOMC</th>
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<tr>
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<td>NO CASES RECORDED</td>
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</table>
Chapter 211
Flood Damage Prevention

A local law for Flood Damage Prevention as authorized by the New York State Constitution, Article IX, Section 2, and Environmental Conservation Law, Article 36

[HISTORY: Adopted by the Town Board of the Town of Brighton xx-xx-xxxx by L.L. No. xxxxx]

Article I
Statutory Authorization and Purpose

§211-1 Findings.

The Town Board of the Town of Brighton finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the Town of Brighton and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this chapter is adopted.

§211-2 Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities.

B Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

C Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

D Control filling, grading, dredging and other development which may increase erosion or flood damages.

E Regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

F Qualify and maintain for participation in the National Flood Insurance Program.

§211-3 Objectives.

The objectives of this chapter are:
A Protect human life and health;

B Minimize expenditure of public money for costly flood control projects.

C Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

D Minimize prolonged business interruptions.

E Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, sewer lines, streets and bridges located in areas of special flood hazard.

F Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas.

G Provide that developers are notified that property is in an area of special flood hazard.

H Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
§211-4  Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Accessory Structure

A structure used solely for parking (two-car detached garages or smaller) or limited storage, represent a minimal investment of not more than 10 percent of the value of the primary structure, and may not be used for human habitation.

Appeal

A request for a review of the Local Administrator's interpretation of any provision of this chapter or a request for a variance.

Area of shallow flooding

A designated AO, AH or VO Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average annual depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the base floodplain or 100-year floodplain. For purposes of this chapter, the term “special flood hazard area (SFHA)” is synonymous in meaning with the phrase “area of special flood hazard.”

Base flood

The flood having a one percent chance of being equaled or exceeded in any given year.

Basement

That portion of a building having its floor subgrade (below ground level) on all sides.

Building

See "Structure"

Cellar

The same meaning as "Basement".
Crawl Space

An enclosed area beneath the lowest elevated floor, eighteen inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

Development

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building

A non-basement building built, in the case of a building in Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

Federal Emergency Management Agency

The Federal agency that administers the National Flood Insurance Program.

Flood or Flooding

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters;

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

B. "Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection A(1) of this definition above.
Flood Boundary and Floodway Map (FBFM)

An official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a Regulatory Floodway along water courses studied in detail in the Flood Insurance Study.

Flood Elevation Study

An examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM)

An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

Flood Insurance Rate Map (FIRM)

An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study

See "flood elevation study".

Floodplain or Flood-prone area

Any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodproofing

Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway

The same meaning as "regulatory floodway".

Functionally dependent use

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.
Highest adjacent grade

The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure

Any structure that is:

A Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

D Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(1) By an approved state program as determined by the Secretary of the Interior or

(2) Directly by the Secretary of the Interior in states without approved programs.

Local Administrator

The person appointed by the community to administer and implement this chapter by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, Code Enforcement Officer, or employee of an engineering department.

Lowest floor

The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

Manufactured home

A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a "recreational vehicle"

Manufactured home park or subdivision
A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Mean sea level**

For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**Mobile home**

The same meaning as "manufactured home".

**New construction**

Structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the community and includes any subsequent improvements to such structure.

**One-hundred-year flood or 100-year flood**

The same meaning as "Base Flood".

**Principally above ground**

At least 51 percent of the actual cash value of the structure, excluding land value, is above ground.

**Recreational vehicle**

A vehicle which is:

A. Built on a single chassis;
B. Four hundred square feet or less when measured at the largest horizontal projections;
C. Designed to be self-propelled or permanently towable by a light duty truck; and
D. Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regulatory Floodway**

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in §211-14B of this chapter.

**Start of construction**
A The date of permit issuance for new construction and substantial improvements to existing structures, provided that actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

B Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), or the installation of streets or walkways, or excavation for a basement, footings, piers or foundations, or the erection of temporary forms, or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Structure**

A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

**Substantial damage**

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

**Substantial improvement**

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. The term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

A Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

B Any alteration of a "Historic structure", provided that the alteration will not preclude the structure's continued designation as an historic structure.

**Variance**

A grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

**Violation**
The failure of a structure or other development to be fully compliant with the community’s flood plain management regulations.
Article III
General Provisions

§211-5 Applicability.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Brighton.

§211-6 Basis for establishing the areas of special flood hazard.

A The areas of special flood hazard for the Town of Brighton, Community Number 361163 are identified and defined on the following documents prepared by the Federal Emergency Management Agency.


(2) A scientific and engineering report entitled "Flood Insurance Study, Monroe County, New York (All Jurisdictions)," dated July 31, 2024.

B The above documents are hereby adopted and declared to be a part of this chapter. The Flood Insurance Study and/or maps are on file at Town Offices, Town of Brighton.

§211-7 Interpretation and conflict with other laws.

A This chapter includes all revisions to the National Flood Insurance Program through October 27, 1997, and shall supersede all previous laws adopted for the purpose of flood damage prevention.

B In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

§211-8 Severability

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.

§211-9 Penalties for offenses.

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this chapter and any other applicable regulations. Any infraction of the provisions of this
Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than $250 or imprisoned for not more than 15 days or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Town of Brighton from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this chapter for which the developer and/or owner has not applied for and received an approved variance under Article VI will be declared non-compliant and notification sent to the Federal Emergency Management Agency.

§211-10 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town of Brighton, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made there under.
Article IV
Administration

§211-11 Designation of the local administrator.

The Commissioner of Public Works or his or her designee is hereby appointed Local Administrator to administer and implement this chapter by granting or denying floodplain development permits in accordance with its provisions.

§211-12 Floodplain development permit.

A Purpose. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and insuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in §211-6, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the Local Administrator and may include, but not be limited to: plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

B Fees. All applications for a floodplain development permit shall be accompanied by an application fee of $200.00. In addition, the applicant shall be responsible for reimbursing the Town of Brighton for any additional costs necessary for review, inspection and approval of this project. The Local Administrator may require a deposit to cover these additional costs.

§211-13 Application for permit.

The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

A The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved residential structure to be located in a special flood hazard area. Upon completion of the lowest floor, the permitee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.

B The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved non-residential structure to be located in Zones A1-A30, AE, or AH or Zone A if base flood elevation data are available. Upon completion of the lowest floor, the permitee shall submit to the Local Administrator the as-built elevation, certified by a licensed professional engineer or surveyor.

C The proposed elevation, in relation to mean sea level, to which any new or substantially improved non-residential structure will be floodproofed. Upon completion of the
floodproofed portion of the structure, the permittee shall submit to the Local Administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.

D A certificate (Federal Emergency Management Agency Elevation Certificate) from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in §211-16C, Utilities.

E A certificate (Federal Emergency Management Agency Elevation Certificate) from a licensed professional engineer or architect that any non-residential floodproofed structure will meet the floodproofing criteria in §211-18, Nonresidential structures.

F A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in §211-6, when notified by the Local Administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.

G A technical analysis, by a licensed professional engineer, if required by the Local Administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.

H In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either fifty (50) lots or five (5) acres.

§211-14 Duties and responsibilities of the local administrator.

Duties of the Local Administrator shall include, but not be limited to the following:

A Permit application review. The Local Administrator shall conduct the following permit application review before issuing a floodplain development permit:

(1) Review all applications for completeness, particularly with the requirements of §211-13, Application for a permit, and for compliance with the provisions and standards of this chapter.

(2) Review subdivision and other proposed new development, including manufactured home parks to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Article V, Construction standards and, in particular, §211-15A, Subdivision proposals.
(3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The Local Administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination.

(4) If the proposed development may result in physical damage to any other property or fails to meet the requirements of Article V, Construction standards, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and re-submit the application.

(5) Determine that all necessary permits have been received from those governmental agencies from which approval is required by State or Federal law.

B Use of other flood data.

(1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the Local Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, including data developed pursuant to §211-13G, as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this chapter.

(2) When base flood elevation data are not available, the Local Administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this chapter.

(3) When an area of special flood hazard, base flood elevation, and/or floodway data are available from a Federal, State or other authoritative source, but differ from the data in the documents enumerated in §211-6, the Local Administrator may reasonably utilize the other flood information to enforce more restrictive development standards.

C Alteration of watercourses

(1) Notification to adjacent municipalities that may be affected and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse and submit evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.

(2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

D Construction stage
(1) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).

(2) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The Local Administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop work order for the project unless immediately corrected.

E Inspections. The Local Administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.

F Stop work orders.

(1) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found ongoing without a development permit. Disregard of a stop work order shall subject the violator to the penalties described in §211-9 of this chapter.

(2) The Local Administrator shall issue, or cause to be issued, a stop work order for any floodplain development found non-compliant with the provisions of this chapter and/or the conditions of the development permit. Disregard of a stop work order shall subject the violator to the penalties described in §211-9 of this chapter.

G Certificate of compliance.

(1) In areas of special flood hazard, as determined by documents enumerated in §211-6, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the Local Administrator stating that the building or land conforms to the requirements of this chapter. The basis for the local administrator’s determination shall be supporting documentation provided and certified by the applicant’s licensed professional engineer/licensed surveyor.

(2) A certificate of compliance shall be issued by the Local Administrator upon satisfactory completion of all development in areas of special flood hazard.
(3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in §211-14E, Inspections, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

Information to be retained. The Local Administrator shall retain and make available for inspection, copies of the following:

(1) Floodplain development permits and certificates of compliance.

(2) Certifications of as-built lowest floor elevations of structures, required pursuant to §211-14D(1) and (2), and whether or not the structures contain a basement.

(3) Floodproofing certificates required pursuant to §211-14D(1), and whether or not the structures contain a basement.

(4) Variances issued pursuant to Article VI, Variance procedures.

(5) Notices required under §211-14C, Alteration of watercourses.
§211-15 General standards.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §211-6.

A Subdivision proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):

(1) Proposals shall be consistent with the need to minimize flood damage;

(2) Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and,

(3) Adequate drainage shall be provided to reduce exposure to flood damage.

B Encroachments.

(1) Within Zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:

(a) The applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any location, or,

(b) The Town of Brighton agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Brighton for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Brighton for all costs related to the final map revision.

(2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in §211-6, no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:

(a) A technical evaluation by a licensed professional engineer demonstrates through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood, or,
(b) The Town of Brighton agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Brighton for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Brighton for all costs related to the final map revisions. The Town of Brighton may require the establishment of an escrow account or letter of credit in a sufficient amount to be held until such time that the application is complete and the final cost can be determined.

(3) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, if any development is found to increase or decrease base flood elevations, the Town of Brighton shall as soon as practicable, but not later than six (6) months after the date such information becomes available, notify FEMA and the New York State Department of Environmental Conservation of the changes by submitting technical or scientific data in accordance with standard engineering practice.

§211-16 Standards for all structures.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §211-6.

A Anchoring. New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

B Construction materials and methods.

(1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.

(2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.

(3) For enclosed areas below the lowest floor of a structure within Zones A1-A30, AE, AO or A, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are useable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters.

(a) Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:
[1] a minimum of two (2) openings of each enclosed area having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;

[2] the bottom of all such openings no higher than one (1) foot above the lowest adjacent finished grade and;

[3] openings not less than three (3) inches in any direction.

(b) Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas sub-grade on all sides are considered basements and are not permitted.

C Utilities.

(1) New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at least two (2) feet above the base flood elevation, at least three (3) feet above the highest adjacent grade in a Zone A without an available base flood elevation where permitted, or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations.

(2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall.

(4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

D Storage tanks.

(1) Underground tanks shall be anchored to prevent flotation, collapse and lateral movement during conditions of the base flood.

(2) Above-ground tanks shall be:

(a) Anchored to prevent floatation, collapse or lateral movement during conditions of the base flood or;
§211-17 Residential structures.

A Elevation. The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in §211-15A, Subdivision proposals, and §211-15B, Encroachments, and §211-16 Standards for all structures.

1. Within Special Flood Hazard Areas, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above two (2) feet above the base flood elevation.

2. Within Zone A, if the Base flood elevation is not specified, a base flood elevation shall be determined by either of the following:
   a. Obtain and reasonably use data available from a federal, state or other source plus two (2) feet of freeboard or:
   b. Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering practices, plus freeboard. Determinations shall be undertaken by a registered design professional who shall be documented that the technical methods used reflect currently accepted engineering practice. Studies, analyses, and computations shall be submitted in sufficient detail to allow thorough review and approval.

3. Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in §211-6 plus two (2) feet of freeboard, or not less than three (3) feet if a depth number is not specified.

4. Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

§211-18 Non-residential structures.

The following standards apply to new and substantially improved commercial, industrial and other non-residential structures located in areas of special flood hazard, in addition to the requirements in §211-15A, Subdivision proposals, and §211-15B, Encroachments, and §211-16, Standards for all structures.

A Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any non-residential structure shall either:
(1) Have the lowest floor, including basement or cellar, elevated to or above two (2) feet above the base flood elevation; or

(2) Be floodproofed so that the structure is watertight below two (2) feet above the base flood elevation, including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

B Within Zone AO, new construction and substantial improvements of non-residential structures shall:

(1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM plus two (2) feet (at least three (3) feet if no depth number is specified), or

(2) Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in §211-18A(2)

C If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A Floodproofing Certificate or other certification shall be provided to the Local Administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of §211-18A(2), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.

D Within Zones AH and AO, adequate drainage paths are required to guide flood waters around and away from proposed structures on slopes.

E Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.

§211-19 Manufactured homes and recreational vehicles.

The following standards in addition to the standards in §211-15, General standards, and §211-16, Standards for all structures apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

A Recreational vehicles.

(1) Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:

(a) Be on site fewer than 180 consecutive days,

(b) Be fully licensed and ready for highway use, or

(c) Meet the requirements for manufactured homes in §211-19B, C, and D.
(2) A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

B A manufactured home that is placed or substantially improved in Zones A1-A30, AE, AH and Zone A shall be elevated on a permanent foundation such that the bottom of the frame of the manufactured home chassis is elevated to or above two (2) feet above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

C Within Zone AO, the bottom of the frame of the manufactured home chassis shall be elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map enumerated in §211-6 plus two feet (at least three (3) feet if no depth number is specified).

D The foundation and anchorage of manufactured homes to be located in identified floodways shall be designed and constructed in accordance with §211-16A, Anchoring.

§211-20 Accessory structures including detached garages.

The following standards apply to new and substantially improved accessory structures, including detached garages, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in §211-6.

A The accessory structure must meet the definition of structure, for floodplain management purposes, provided in 44 CFR § 59.1, where walled and roofed shall be interpreted as having two outside rigid walls and a fully secured roof.

B The accessory structure should be small, as defined by the community and approved by FEMA, and represent a minimal investment. Accessory structures of any size may be considered for a variance; however, FEMA considers accessory structures that meet the following criteria to be small and therefore not necessarily in need of a variance, if the community chooses to allow it:

(1) Located in an A Zone (A, AE, A1-A30, AR, A99) and less than or equal to the size of a one-story, two-car garage.

C Accessory structures must meet the standards of §211-16A, Anchoring,

D The portions of the accessory structure located below BFE plus two (2) feet of freeboard must be constructed with flood-resistant materials.

E Mechanical and utility equipment for the accessory structure must be elevated or dry floodproofed to or above BFE plus two (2) feet of freeboard.

F Within Zones AO and Zone A, if base flood elevation data are not available, areas below three (3) feet above the highest adjacent grade shall be constructed using methods and practices that minimize flood damage.
G  The accessory structure must comply with the floodway encroachment provisions of the NFIP.

H  The accessory structure must be wet floodproofed to protect the structure from hydrostatic pressure. The design must meet the NFIP design and performance standards for openings per 44 CFR § 60.3(c)(5) and must allow for the automatic entry and exit of floodwaters without manual operation or the presence of a person (or persons).
Article VI
Variance Procedure

§211-21 Appeals board.

A The Zoning Board of Appeals as established by the Town of Brighton shall hear and decide appeals and requests for variances from the requirements of this chapter.

B The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Local Administrator in the enforcement or administration of this chapter.

C Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.

D In passing upon such applications, the Zoning Board of Appeals, shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:

- (1) The danger that materials may be swept onto other lands to the injury of others.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (4) The importance of the services provided by the proposed facility to the community.
- (5) The necessity to the facility of a waterfront location, where applicable.
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.
- (7) The compatibility of the proposed use with existing and anticipated development.
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program of that area.
- (9) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (10) the costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding.
- (11) the expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
- (12) the costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.
E Upon consideration of the factors of §211-21D and the purposes of this chapter, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

F The Local Administrator shall maintain the records of all appeal actions including technical information and report any variances to the Federal Emergency Management Agency upon request.

§211-22 Conditions for variances.

A Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in §211-21D(1) through (12) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

B Variances may be issued for the repair or rehabilitation of historic structures upon determination that:

1. The proposed repair or rehabilitation will not preclude the structure's continued designation as a "Historic structure"; and
2. The variance is the minimum necessary to preserve the historic character and design of the structure.

C Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

1. The criteria of subparagraphs §211-22A, D, E, and F of this Section are met; and
2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.

D Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

E Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

F Variances shall only be issued upon receiving written justification of:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

G Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:

(1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage; and

(2) Such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions as required in §211-14H of this chapter.

COMMENT ---- Our current code ends with the following that is not included in the provided model law. This new Model law added a same titled header as §211-8 Severability....... I’m not sure if we can have two different parts in the same Chapter with the same label or if it’s OK, since they are in different Articles. Please mark up as appropriate.

§211-23 Severability.

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.
COMMUNICATIONS
NEW BUSINESS
CLAIMS FOR APPROVAL AT TOWN BOARD MEETING  June 12, 2024

THAT THE CLAIMS NUMBERED 2405 THROUGH 2649 AS SUMMARIZED BELOW HAVING BEEN APPROVED BY THE RESPECTIVE DEPARTMENT HEADS AND AUDITED BY THE CHAIR OF THE FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE ARE HEREBY APPROVED FOR PAYMENT.

A - GENERAL  296,755.10
D - HIGHWAY  337,054.63
H - CAPITAL  50.00
L - LIBRARY  7,084.90
SL - LIGHTING DIST  28,073.70
SR-REFUSE DISTRICT  107,999.05
SS - SEWER DISTRICT  49,164.91

TOTAL: $826,182.29

UPON ROLL CALL  MOTION CARRIED

APPROVED BY:

SUPERVISOR
William W. Moehle

COUNCIL MEMBER  COUNCIL MEMBER
Nathaniel Salzman  Christopher Werner

COUNCIL MEMBER  COUNCIL MEMBER
Robin Wilt  Christine Corrado

TO THE SUPERVISOR:

I CERTIFY THAT THE VOUCHERS LISTED ABOVE WERE AUDITED BY THE CHAIR OF THE FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE AND APPROVED 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.

June 12, 2024
DATE
TOWN CLERK
Daniel Aman
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**Bridge Tower OPCO, LLC Total** $969.14

| 2441    | 4322         | Bristol's Garden Center                  | 490076         | Hanging Baskets                          | 5/24/2024        | $585.00       | Open           |              |

**Bristol's Garden Center Total** $585.00

| 2442    | 96           | C.P. Ward, Inc.                          | C59935         | Equipment Rental, VARIOUS                | 5/14/2024        | $4,972.32     | Open           |              |

**C.P. Ward, Inc. Total** $4,972.32

| 2443    | 6361         | Caledonia Diesel, LLC                    | W57123         | Sandblast & Paint #25                    | 4/30/2024        | $7,160.00     | Open           |              |

**Caledonia Diesel, LLC Total** $7,160.00

| 2444    | 1289         | CDW-G Computer Center Inc.               | QV62979        | HPE Drive                                | 4/22/2024        | $441.66       | Open           |              |
| 2445    | 1289         | CDW-G Computer Center Inc.               | QW72518        | Bridget Desktop Printer                  | 4/24/2024        | $256.44       | Open           |              |
| 2446    | 1289         | CDW-G Computer Center Inc.               | QX63891        | Fiber Patch Cables                       | 4/26/2024        | $61.82        | Open           |              |
| 2447    | 1289         | CDW-G Computer Center Inc.               | QX76054        | Rec Projector Replacement Lamp           | 4/26/2024        | $50.08        | Open           |              |
| 2448    | 1289         | CDW-G Computer Center Inc.               | QZ51052        | Assessor Laptop                          | 4/30/2024        | $1,538.93     | Open           |              |
| 2449    | 1289         | CDW-G Computer Center Inc.               | RB33209        | Assessor Laptop                          | 5/1/2024         | $118.80       | Open           |              |
| 2450    | 1289         | CDW-G Computer Center Inc.               | RH35015        | IT Drives                                | 5/15/2024        | $421.42       | Open           |              |
| 2451    | 1289         | CDW-G Computer Center Inc.               | RN21905        | CREDIT - RETURNED HPE DRIVES             | 5/29/2024        | -$441.66      | Open           |              |

**CDW-G Computer Center Inc. Total** $2,447.49

| 2452    | 3918         | Charter Communications Holdings, LLC     | 105561801042124| MONTHLY FIBER INTERNET CHARGES           | 4/21/2024        | $4,063.17     | Paid by EFT #2224 | 6/13/2024 |
| 2453    | 3918         | Charter Communications Holdings, LLC     | 142814901042124| MONTHLY PRI CHARGES (PHONE)              | 4/21/2024        | $392.59       | Paid by EFT #2225 | 6/13/2024 |

**Charter Communications Holdings, LLC Total** $4,455.76

| 2454    | 9456         | Cintas Corporation #2                   | 4193209631     | Floor Mat Rental - Ops Center            | 5/21/2024        | $68.33        | Open           |              |
| 2455    | 9456         | Cintas Corporation #2                   | 5213598166     | First Aid Supplies                       | 5/29/2024        | $68.88        | Open           |              |

**Cintas Corporation #2 Total** $137.21

| 2456    | 2468         | Patrick W. Clune                        | 2024-00000226  | Clune, P. Case ID: TBRT-001-97          | 5/17/2024        | $800.00       | Paid by EFT #327 | 5/23/2024 |
| 2457    | 2468         | Patrick W. Clune                        | 2024-00000227  | Clune, P. Case ID: TBRT-001-97          | 5/31/2024        | $800.00       | Paid by EFT #328 | 6/6/2024  |

**Patrick W. Clune Total** $1,600.00

| 2458    | 62           | Conway Beam Truck Group                  | 389889R        | Heavy Duty Mack Truck Parts              | 5/10/2024        | $392.35       | Open           |              |
| 2459    | 62           | Conway Beam Truck Group                  | 390832R        | Heavy Duty Mack Truck Parts              | 5/20/2024        | $83.66        | Open           |              |

**Conway Beam Truck Group Total** $476.01

| 2460    | 5513         | Coughlin & Gerhart, LLP                  | 300163187      | 33                                       | 5/20/2024        | $334.50       | Open           |              |

**Coughlin & Gerhart, LLP Total** $324.50

| 2461    | 5651         | D.J.M. Equipment, Inc.                   | 01-2097373     | Bobcat Parts                            | 5/14/2024        | $240.40       | Open           |              |
| 2462    | 5651         | D.J.M. Equipment, Inc.                   | 01-209425      | Bobcat Parts                            | 5/15/2024        | $158.88       | Open           |              |

**D.J.M. Equipment, Inc. Total** $399.28

| 2463    | 777          | Delta Sonic Car Wash                    | INV-0015589    | Basic Wash/3pak                         | 5/21/2024        | $100.00       | Open           |              |

**Delta Sonic Car Wash Total** $100.00


**Depository Trust Company, The Total** $43,271.88
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**Note:** The table includes various vendors and their respective invoices, with details such as invoice numbers, vendor names, invoice dates, invoice amounts, and invoice statuses. The table also indicates payment dates and amounts for some of the invoices.
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**TOWN OF BRIGHTON CLAIMS ABSTRACT FOR 6/12/2024**

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<td>5/22/2024</td>
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<td>10057</td>
<td>RICHARD P ZICARI</td>
<td>69439894</td>
<td>REFUND - CARMEN CLARK LODGE</td>
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<td>$826,182.29</td>
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At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated May 30, 2024 from Town Engineer Ken Hurley, P.E. regarding a request to authorize the Supervisor to execute an agreement with Ravi Engineering & Land Surveying, P.C. for professional services to conduct wetland delineation for the Winter Farmers Market for approximately 5 acres of land located at 1435 Westfall Road (SBL 149.08-1-3.111 and 150.05-1-1.21) in the Town of Brighton in an amount not to exceed $4,690.00, and to authorize the Supervisor to execute any necessary change orders that do not collectively exceed 10% of the awarded contract price, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Ravi Engineering & Land Surveying, P.C. for professional services to conduct wetland delineation for the Winter Farmers Market for approximately 5 acres of land located at 1435 Westfall Road (SBL 149.08-1-3.111 and 150.05-1-1.21) in the Town of Brighton in an amount not to exceed $4,690.00, and to authorize the Supervisor to execute any necessary change orders that do not collectively exceed 10% of the awarded contract price, subject to review and approval of the agreement by the attorney to the Town.
Dated:  June 12, 2024

William W. Moehle, Supervisor  Voting  ___
Christopher K. Werner, Councilmember  Voting  ___
Robin R. Wilt, Councilmember  Voting  ___
Christine E. Corrado, Councilmember  Voting  ___
Nathaniel V. Salzman, Councilmember  Voting  ___
May 30, 2024

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

Re: Winter Farmers Market Wetland Delineation
Design Professionals Agreement

Dear Councilperson Salzman and Committee Members:

The Winter Farmers Market at Buckland Park currently has a paved parking lot to support use of the indoor market building. It is our understanding that our summer Farmers Market will be required to relocate to Buckland Park for the 2025 season. It is the Town’s intent to construct a gravel parking area adjacent to the existing paved parking area. During the summer use, visitors will park in the new gravel parking area and vendors would set up on the paved area.

The engineering department is developing construction drawings for the new parking area, but the Federal Wetland Mapper indicates that wetland areas are located in the vicinity of the new parking area. In order to design the new parking area outside of these wetland areas, the Town will need an environmental engineer to locate the wetland boundaries.

We’ve reached out to three separate engineering firms to obtain price quotes to provide a wetland delineation and flag the limits of the wetlands over an approximate 5-acre area. Lu Engineers provided a quote of $11,000 to provide the wetland delineation. Ravi Engineers provided a quote for $4,690 to provide the wetland delineation, and Colliers Engineering (formerly Bermann) responded that they currently would not be able to provide a quote at this time. A verification email is anticipated to be received prior to the FASC meeting.

I am requesting that the FASC recommend that the Town Board authorize the supervisor to endorse an agreement with Ravi Engineering to provide professional services to provide a wetland delineation for the Buckland Park Farmers Market gravel parking area, for a cost not to exceed $4,690. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price ($469).

As always, thank you for your consideration. I will be in attendance at your regularly scheduled June 5, 2024, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.
Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Jim Sprague
April 19, 2024

Ken Hurley, P.E.
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618
ken.hurley@townofbrighton.org

Re: Proposal for Wetland Delineation Services
1435 Westfall Road
SBLs: 149.08-1-3.111 and 150.05-1-1.21
Town of Brighton
Proposal No. P24-089

Dear Mr. Hurley:

Ravi Engineering & Land Surveying, P.C. (RE&LS) is pleased to provide this proposal to conduct a wetland delineation for approximately 5 acres, at 1435 Westfall Road, located on Parcels SBL 149.08-1-3.111 and 150.05-1-1.21, in the Town of Brighton, New York. It is our understanding the wetland delineation is being conducted for planning purposes relating to the installation of a gravel parking area.

Please find enclosed our Scope of Services, Fee and Professional Services Agreement for the referenced project, for your review and approval.

If you have any questions, or require additional information, please feel free to contact us.

Respectfully submitted,

James D. MacKecknie, P.G.
Project Manager

Enclosures: Scope of Services
Project Limits Map
Professional Services Agreement
SCOPE OF SERVICES

Ken Hurley, P.E.
Wetland Delineation
1435 Westfall Road
SBLs: 149.08-1-3.111 and 150.05-1-1.21
Town of Brighton
Proposal No. P24-089

UNDERSTANDING:

It is our understanding that a wetland delineation is being requested by the Town of Brighton to assist in planning the potential addition of a gravel parking lot adjacent to the paved parking lot at Buckland Park to provide additional patron parking for the Farmers Market. The aerial extent of the extent of the proposed wetland delineation is shown on the attached map. Upon completion of the field delineation and the associated technical memo, the U.S. Army Corps of Engineers will need to confirm Federal Wetland boundary or finding of no wetlands. No state wetlands are anticipated.

WETLAND DELINEATION SCOPE:

Ravi Engineering & Lands Surveying (RE&LS) intends follow a tasked base approach to the completion of this project, Task 1 is the Field Delineation and Task 2 is the preparation of a Technical Memorandum summarizing our findings.

Task 1: Field Delineation
Prior to conducting the wetland delineation, RE&LS will conduct a cursory review of available online mapping maintained by the following:

- New York State Department of Environmental Conservation;
- United States Fish and Wildlife Service; and
- Natural Resource Conservation Service.

Upon review of the existing information RE&LS will conduct a wetland delineation following the 1987 Federal Wetlands Delineation Manual, and the October 2012 Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Northcentral and Northeast Region, and the 1995 NYSDEC Freshwater Wetlands Delineation Manual. The preferred methodology to delineate the wetland(s) will consist of the Routine On-Site Wetland Delineation Method and application of best professional judgment. Wetland boundaries will be flagged using pink “Wetland Delineation” flag tape and/or “Wetland Delineation” pin flags. Wetland sample points will also be flagged and numbered. A GPS will be utilized to document the location of the wetland flagging.

Upon completion of the field delineation, mapping of the delineated boundary will be prepared and the wetland date sheets will be finalized.
Task 2: Technical Memorandum:
A Technical Memorandum will be prepared summarizing the findings of the wetland delineation. The intent of the Technical Memorandum is to provide a general description of the wetland(s) (if present) and the adjacent uplands.

The deliverables shall include:
- A Technical Memo,
- Wetland Data Sheets,
- Site photographs; and
- Aerial mapping showing the wetland boundaries.

ASSUMPTIONS:

The following assumptions are made in reference to Wetland Delineation Scope of Work:

2. The field delineation will be conducted during the growing season (after April 30 and before October 30) unless prior approval from the regulatory agency is provided.
3. Permission to enter the parcel will be provided in writing.
4. The delineation will not extend beyond the boundaries highlighted on the attached mapping.
5. Site meetings with the U.S. Army Corps or other agencies are not included, but can be conducted for an additional fee.
6. Permit applications are not included, but can be included for a supplemental fee.
7. One electronic copy of the technical memorandum will be provided. One hard copy will be provided upon request.

COMPENSATION

We offer our wetland delineation for a **Lump Sum Fee of $4,690** as broken down below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
</tr>
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<tr>
<td>Task 1: Field Delineation:</td>
<td>$2,040</td>
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<tr>
<td>Task 2: Technical Memorandum</td>
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<tr>
<td><strong>Total Lump Sum Fee</strong></td>
<td><strong>$4,690</strong></td>
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</table>

PAYMENT SCHEDULE

Invoices will be sent monthly and be based upon the percentage of work completed during previous month.
AGREEMENT

Please acknowledge your acceptance by signing this original and returning a copy to our office. This agreement, when signed by both parties, will be considered a written contract.

_________________________________________  Ken Hurley, P.E
Signature                                      Printed Name

_________________________________________
Date

James D. MacKecknie P.G.
Project Manager
Ravi Engineering & Land Surveying, P.C.

April 19, 2024
Date
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
RAVI ENGINEERING & LAND SURVEYING, P.C.
AND THE TOWN OF BRIGHTON

PROJECT: Proposal for Wetland Delineation Services
1435 Westfall Road, SBLs: 149.08-1-3.111 and 150.05-1-1.21 (Town of Brighton)
Rochester, NY 14618

THIS AGREEMENT is by and between RAVI ENGINEERING & LAND SURVEYING, P.C., a New York professional corporation having its principal offices at 2110 South Clinton Avenue, Suite 1, Rochester, New York 14618 (hereinafter referred to as the “CONSULTANT”) and the Town of Brighton, having an address at 2300 Elmwood Avenue, Rochester New York 14618 (hereinafter referred to as the “CLIENT”).

1. ASSIGNMENT

CLIENT wishes to retain CONSULTANT to provide professional engineering advice, consultation and services as described below in consideration of the CLIENT’S payment for said services in the manner set forth below.

2. BASIC SERVICES OF CONSULTANT

CONSULTANT shall provide the services described in proposal attached as part of this Agreement.

3. CLIENT’S RESPONSIBILITIES

CLIENT shall do the following in a timely manner as not to delay the services of CONSULTANT.

3.1 Furnish to CONSULTANT, as required for performance of CONSULTANT’s basic services, all data prepared by or services of others including, without limitation, previous wetland delineations, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, inspections of samples, materials and equipment, including appropriate professional interpretations of the foregoing, environmental assessment and impact statements, property instrument surveys, boundary surveys, any easements and right-of-way, topographic and utility surveys, any property survey descriptions that an updated abstract of title may show, an updated abstract of title, zoning, and other land use permit or restrictions, all of which CONSULTANT may use and rely upon in performing services under this Agreement.

3.2 Designate in writing a person to act as CLIENT’S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT’S policies and decisions with respect to CONSULTANT’S services for the project. Said representative shall provide needed information and make necessary decisions in a timely manner.

3.3 CLIENT shall grant or obtain free access to the site for CONSULTANT’S personnel and equipment to perform work set forth in this Agreement. CLIENT shall notify any and all possessors of the parcel that CONSULTANT has been given such rights.

4. PERIOD OF SERVICE

CLIENT agrees that the signing of this Agreement represents authorization for CONSULTANT to start performing services hereunder, and CONSULTANT shall start performing services within a reasonable period of time after receipt of the signed Agreement, unless CLIENT requests in writing CONSULTANT not proceed with services until a specified date.
5. PAYMENT

5.1 The estimated professional fees for the services to be rendered as described within this Agreement is set forth in the attached proposal. CLIENT shall pay CONSULTANT for all services and reimbursable expenses under this Agreement.

5.2 CLIENT shall pay CONSULTANT a retainer of $0000.00.

5.3 Invoices for services and reimbursable expenses shall be submitted, at the CONSULTANT’S option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 30 days. In addition, if payment is not received within 60 days, the CONSULTANT has the right to stop work, and the CLIENT shall indemnify and hold harmless the CONSULTANT against all damages resulting from such stoppage. The CLIENT agrees to pay all costs of collection attributed to late payment, including reasonable attorneys’ fees. Retainers shall be credited on the final invoice.

5.4 In the event there is a change in scope, complexity, character, or duration of the work to be performed by CONSULTANT as set forth in this Agreement, CONSULTANT shall notify CLIENT and obtain approval to provide additional services, and CLIENT shall provide additional compensation to CONSULTANT for such additional services, as agreed to by CLIENT and CONSULTANT.

6. TERMINATION OF SERVICES

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the CLIENT shall pay the CONSULTANT for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

7. INSURANCE

If requested, a certificate(s) of insurance shall be provided after acceptance of this Agreement.

8. STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

9. OWNERSHIP OF DOCUMENTS

CONSULTANT’S documents are instruments of service and copyright protected. Any use of these documents without consent is illegal. All documents prepared or furnished by CONSULTANT by hard copy or in electronic format are and will remain the property of CONSULTANT (including drawings, letters, reports, specifications, investigation photos, estimates, maps, descriptions, opinions, design, etc). CONSULTANT at its discretion has the sole right to retain, store, share or dispose of said documents. Said documents are not intended or represented to be suitable for reuse by CLIENT or others on any other project. CLIENT shall indemnify and hold harmless CONSULTANT, its professional associates and consultants from all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from CLIENT’S illegal use of said documents.

10. HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT shall request authorization from the CLIENT to investigate such a condition. CLIENT shall pay for all costs associated with the investigation of such hidden condition. If (1) the CLIENT fails to authorize such investigation after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property.
11. HAZARDOUS MATERIALS

Hazardous materials may exist where there is no reason to believe that they could or should be present. CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials that constitutes a changed condition of the scope of work will mandate a renegotiation of the scope of work and associated fee or termination of services under this Agreement if it affects the scope of work. CONSULTANT and the CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect human health and safety and/or the environment. CONSULTANT agrees to notify the CLIENT within a reasonable amount of time should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages CONSULTANT to take any and all measures that in CONSULTANT'S professional opinion are justified to preserve and protect the health and/or safety of CONSULTANT'S personnel and the public and/or safety of the environment, and the CLIENT agrees to fully compensate CONSULTANT for the additional cost of said work. In addition, the CLIENT waives any claim against CONSULTANT and agrees to indemnify, defend and hold CONSULTANT harmless from any and all claims or liability for injury or loss arising from CONSULTANT encountering unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate CONSULTANT for any time and expenses incurred by CONSULTANT in defense of any such claim, including but not limited to reasonable attorney fees, with said compensation to be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

12. INDEMNIFICATION

The CONSULTANT and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors, omissions or willful misconduct in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

13. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or the CONSULTANT, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

14. DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be brought in Monroe County, State of New York. Prior to commencing any litigation, CLIENT agrees to participate in mediation to resolve any disputes.

15. MISCELLANEOUS

15.1 In consideration of the mutual covenants of CLIENT and CONSULTANT, and in consideration of the risks, rewards and benefits of this project, and CONSULTANT'S total fee for services, the CLIENT agrees to the fullest extent permitted by law, that CONSULTANT'S total liability in the aggregate, including that of CONSULTANT'S officers, directors, employees, agents and independent professional associates and consultants, shall be liable to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability or breach of contract of CONSULTANT or CONSULTANT’S officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to the greater of $250,000 or the total fee paid to CONSULTANT under this Agreement.

15.2 CLIENT and CONSULTANT and their respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives or such other party in respect to all covenants, agreements and obligations of this Agreement.
15.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT.

15.4 CONSULTANT offers no implied or express warranty in any of their professional services. All warranties, including merchantability, equipment, specified products and designs, are expressly disclaimed.

16. ENTIRE AGREEMENT

This Agreement, consisting of four (4) pages and the inclusion of all schedules referred to herein, constitutes the entire Agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings between the parties in respect to the subject matter of this contract. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement or notification as set forth in this Agreement.
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

BE IT RESOLVED, that correspondence dated May 23, 2024 from Assistant to the Supervisor Bridget Monroe regarding a request to authorize the Supervisor to execute an agreement with Interpretek for the provision of American Sign Language interpreting services in an amount that increases the fee schedule by $4.00 per hour effective July 1, 2024 across each category of service, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with Interpretek for the provision of American Sign Language interpreting services in an amount that increases the fee schedule by $4.00 per hour effective July 1, 2024 across each category of service as set forth in the above referenced correspondence and the proposal attached thereto.

Dated: June 12, 2024

William W. Moehle, Supervisor        Voting   ___
Christopher K. Werner, Councilmember  Voting   ___
Robin R. Wilt, Councilmember          Voting   ___
Christine E. Corrado, Councilmember   Voting   ___
Nathaniel V. Salzman, Councilmember   Voting   ___
May 23, 2024

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

Re: American Sign Language Interpreters for Town Meetings and Events

Dear Chairman Salzman and Committee Members:

I respectfully request authorization for the Supervisor to accept a fee agreement with Interpretek for the provision of American Sign Language (ASL) services. This agreement increases Interpretek’s fees by $4 per hour, starting July 1, 2024. For Town Board meetings, this increase will cost an additional $192 for the remainder of the year. Funds are available in the 2024 budget to cover the increased cost of services.

Thank you for your consideration of this matter.

Respectfully Submitted,

Bridget Monroe
Assistant to the Town Supervisor
Thank you for your interest in Interpretek and our American Sign Language interpreting services. Our strong commitment to quality, professionalism, and detail has distinguished Interpretek as a leader in our field. Our interpreters uphold the highest professional standards and have demonstrated the skills necessary to facilitate effective communication in a variety of settings. As a result, we are able to guarantee the quality of services we provide.

Standard 1 Hour Appointments.......................... $96.00/hour
Standard 1-2 Hour Appointments
   Charged two hours (charged in 30 min increments over 2 hours).......... $76.00/hour
Highly Specialized Appointments..........................additional $20/hour
Rush Fee.........................................................25% of total charge
Travel Charge (for appointments 20+ minutes one way).......................... negotiated

- Standard one-hour minimum reservation required for each assignment with charges based on interpreter’s scheduled time, unless the reservation goes beyond that.
- Assignments requiring travel one-way of 20+ minutes may incur a travel charge; discussed when reserving services.
- As Interpretek provides services around the clock and in many time zones, we can always be reached via phone. The below specifications are for billing purposes:
  - Interpretek’s business hours are Monday-Friday 8am-5pm EST
  - If a holiday falls on a Saturday, it will be observed on the Friday before. If a holiday falls on a Sunday, it will be observed on the following Monday.
  - Billing will apply without 48-hour/2 business day advanced notice for canceled assignments.
    - For example, a Monday assignment at 10am must be canceled by 10am the previous Thursday morning.
  - An additional 25% charge will be applied for requests made with less than 48 business hour/2 business day advance notice.
  - In accordance with professional standards, any request over one hour and/or any technical or intense request may require two interpreters (rates above are per interpreter).
- Payment is due upon receipt of invoice. For your convenience we accept ACH, check or credit card.
- In some cases, a credit card is required to guarantee request time. Your card will be charged if the invoice is not paid within 15 days of receipt.
- Accounts not paid in full within 30 days of the date of invoice are subject to a 1% monthly finance charge on the balance.
- The organization agrees while utilizing our services and for a period of one year after termination of services, it shall not directly or indirectly, through the use of Interpretek’s Confidential Information obtained in connection with the providing of services, solicit, divert, or attempt to divert any Interpretek customer, interpreter, business or account. For purposes of this section, all Interpretek customer names and contact information and interpreter names and interpreter contact information are deemed “Confidential Information” under these terms.
- These terms shall remain in effect until new terms are presented and reviewed by both parties. Interpretek reserves the right to change service terms and/or rates with 30-days written notice to the organization.

We look forward to working with you!
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

BE IT RESOLVED, that correspondence dated May 20, 2024 from Director of Finance Earl Johnson regarding a request to authorize the Supervisor to execute an agreement with Suzanne Zaso for consulting services relating to Town Finance Department matters at an hourly rate of $72.00 for a term beginning July 1, 2024 through December 31, 2024, be received and filed; and it is further

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Suzanne Zaso for consulting services relating to Town Finance Department matters at an hourly rate of $72.00 for a term beginning July 1, 2024 through December 31, 2024.

Dated: June 12, 2024

William W. Moehle, Supervisor Voting ___
Christopher K. Werner, Councilmember Voting ___
Robin R. Wilt, Councilmember Voting ___
Christine E. Corrado, Councilmember Voting ___
Nathaniel V. Salzman, Councilmember Voting ___
May 20, 2024

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

Re: Extension of Suzanne Zaso Consulting Agreement

Dear Finance and Administrative Services Committee & Town Board Members:

In December of 2023 an agreement was signed with Suzanne Zaso, Former Assistant Director of Finance, for consulting services through June 30, 2024.

I am requesting that the consulting services agreement date be extended through December 31, 2024. Extending the date will allow for assistance with updating the new employment handbook and with the Town’s benefit open enrollment.

From January 1 to April 30, 2024, Suzanne Zaso has billed 31.00 total hours for services (25.50 finance & 5.50 personnel). It is not anticipated that Finance will require additional services past June 30th but will obtain any needed assistance at the same rate.

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

Sincerely,

Tricia VanPutte

Tricia VanPutte
Director of Personnel

Cc: Earl Johnson, Director of Finance
AGREEMENT

THIS AGREEMENT, made this ____ day of June, in the year 2024, 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 Suzanne Zaso, residing at 22 Coyote Run, Spencerport, New York 14559 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: Provide telephone and electronic consultation, special project work, advice, support, training, analysis, and in person meetings to support the Town Director of Personnel, or other Town staff on an as needed basis to be determined by the Town.

2. The term of this agreement shall be from July 1, 2024 to December 31, 2024. This contract may be terminated by either party immediately upon written notice to the other party, and may be extended upon the mutual consent of the parties hereto. The number of hours that Contractor shall devote to providing services hereunder shall be determined by mutual consent of the Contractor and the Town.

3. The Town hereby agrees to pay the Contractor at a rate of Seventy-two and 00/100 Dollars ($72.00) per hour, in full satisfaction of all expenses and compensation due the Contractor. If the Contractor is requested to attend in person meetings or other matters at Town Hall, Contractor shall be entitled to a minimum
charge of four hours. The Town will provide the Contractor with the use of her current Town provided laptop computer, access to the Town computer network and e-mail address and privileges.

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 Director of Finance, or by his/her designee, audited by the Director or Acting 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 based on the hours satisfactorily worked by Contractor prior to termination of 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 available therefor.

6. The Contractor agrees that she will not assign, transfer, convey, sublet or otherwise dispose of this contract or her 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 she will conduct herself consistent with its status, said status being that of an independent contractor, and that she will not hold herself 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 her activities under the terms of this agreement that she shall not discriminate against any person due to such person’s race, color, creed, sex, sexual orientation or national origin, and that at all times she will abide by the applicable provisions of the Human Rights Law of the

9. The Town agrees to indemnify, defend and hold the Contractor harmless from and against any claims or causes of action, including reasonable attorney's fees, which may be asserted against the Contractor arising out of this agreement or out of services which the Contractor may perform for the Town pursuant to this agreement other than claims arising from acts constituting gross negligence or willful or intentional injury to others.

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

TOWN OF BRIGHTON

By: ____________________________
    William M. Moehle
    Supervisor

Dated: _________________________

CONTRACTOR

____________________________

    Suzanne Zaso

Dated: _________________________
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

BE IT RESOLVED, that correspondence dated May 14, 2024 from Accountant Amy Banker, regarding a request to amend the 2024 budget to reflect increased funding from New York State through Consolidated Highway Aid (CHIPS), Extreme Winter Recovery (EWR), Pave NY, and Pave Our Potholes (POP) by increasing revenues in account D.HWY.5140.3501 and expenses in account D.HWY.5110.4.16 each by the amount of $39,601.36, be received and filed; and it is further

RESOLVED, that the Town Board hereby amends the 2024 budget to reflect increased funding from New York State through Consolidated Highway Aid (CHIPS), Extreme Winter Recovery (EWR), Pave NY, and Pave Our Potholes by increasing revenues in account D.HWY.5140.3501 and expenses in account D.HWY.5110.4.16 each by the amount of $39,601.36.

Dated: June 12, 2024

William W. Moehle, Supervisor   Voting ___
Christopher K. Werner, Councilmember   Voting ___
Robin R. Wilt, Councilmember   Voting ___
Christine E. Corrado, Councilmember   Voting ___
Nathaniel V. Salzman, Councilmember   Voting ___
May 14, 2024

The Honorable Finance & Administrative Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

Re: 2024/25 CHIPS, Extreme Winter Recovery (EWR), PAVE NY and POP Funding  
NYS Adopted Budget

Dear Committee Members:


Due to the increased funding, we are requesting that we amend the Town’s 2024 Budget by increasing the revenues in account D.HWY.5140.3501 as shown below.

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I am also requesting to amend the 2024 Highway Budget by increasing the expenses in account D.HWY.5110 4.16 by $39,601.36. Thank you for your consideration.

Respectfully,

Amy Banker  
Accountant

Cc: Jim Sprague  
Earl Johnson  
Bridget Monroe
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Budget Proposal Report
# NEW YORK STATE OF DEPARTMENT OF TRANSPORTATION

## Pave Our Potholes

### Budget Proposal, Dated 29-Apr-2024

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Budget Proposal Report
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE, 
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated June 6, 2024 from Town Engineer Ken Hurley, P.E. regarding a request to authorize the Supervisor to execute a Sidewalk Easement offered by Brighton Volunteer Ambulance, Inc. with respect to the Jewish Senior Life incentive zoning project located at 1551 Winton Road, Rochester, New York 14618, be received and filed; and

further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Sidewalk Easement offered by Brighton Volunteer Ambulance, Inc. with respect to the Jewish Senior Life incentive zoning project located at 1551 Winton Road, Rochester, New York 14618.

Dated: June 12, 2024

William W. Moehle, Supervisor Voting ___
Christopher K. Werner, Councilmember Voting ___
Robin R. Wilt, Councilmember Voting ___
Christine E. Corrado, Councilmember Voting ___
Nathaniel V. Salzman, Councilmember Voting ___
June 6, 2024

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

Re: Jewish Senior Life
2021 Winton Road, Rochester, NY 14618
Incentive Zoning
BVA Sidewalk Easement

Dear Supervisor Moehle and Town Board Members:

As part of the incentive zoning approval for the Jewish Senior Life, a sidewalk easement would be required to be obtained for a small section of sidewalk located on the Brighton Volunteer Ambulance property, located at 1551 Winton Road. We are requesting that the Town Board authorize the Town Supervisor to execute this easement along with related documents for the above referenced project. The easement documentation will be reviewed and approved by the Town Attorney and Staff before the document is presented to the Town Supervisor for signature.

As always, your consideration of matters such as this is greatly appreciated. A representative from the Department of Public Works will be in attendance at your June 6, 2024, meeting to respond to any questions.

Respectfully,

Ken Hurley
Department of Public Works

Cc: Rick DiStefano
    John Mancuso
    Jim Sprague
ALL THAT TRACT OR PARCEL OF LAND being part of Town Lot 31, Township 13, Range 7 of The Phelps Gorham Purchase, situate in the Town of Brighton, County of Monroe, and State of New York, as shown on the drawing entitled “Sidewalk Easement Map Offsite Sidewalk Extension for Westfall-Winton Road JSL – The Summit” prepared by Marathon Engineering dated 03/15/2024.

BEGINNING AT a point on the Northeast property corner of lands now or formerly owned by Brighton Volunteer Ambulance at 1551-1575 Winton Road, being on the westerly Right-of-Way, said point being THE POINT OR PLACE OF BEGINNING; thence

1. Along said Right-of-Way, N 37°13’50” W, a distance of 11.77 feet to a point on said Right-of-Way; thence
2. S 20°58’17” W, a distance of 91.84 feet to a point of the existing 10’ sidewalk easement to Town of Brighton L. 10786 P. 148; thence
3. N 62°08’33” E, a distance of 15.19 feet to a point on said Right-of-Way; thence
4. Along said Right-of-Way, N 20°58’16” E, a distance of 74.21 feet to a point, SAID POINT BEING THE POINT OR PLACE OF BEGINNING.

Intending to describe a proposed 10 foot wide sidewalk easement to the Town of Brighton.
SIDEWALK EASEMENT MAP
OFFSITE SIDEWALK EXTENSION
FOR
WESTFALL-WINTON ROAD
JSL - THE SUMMIT
TOWN OF BRIGHTON
MONROE COUNTY
STATE OF NEW YORK

TITLE:
JOB NO: 1263-22
SCALE: 1" = 20'
DRAWN: LAP
DESIGNED: MPT
DATE: 03/15/24

COPYRIGHT © 2024 MARATHON ENG.
ROCHESTER LOCATION
393 C S CADDIE DRIVE
ROCHESTER, NY 14614
858-448-7700

ITACA LOCATION
840 HAWTHORN ROAD
ITHACA, NY 14850
607-273-3529

www.marathoneng.com

S. WINTON ROAD
(WIDTH 66' CR-98)

NORTH
SIDEWALK EASEMENT

THIS INDENTURE, made this ______ day of _____________, 2024 by and between BRIGHTON VOLUNTEER AMBULANCE, INC., a not-for-profit New York Corporation with its principal place of business at 1551 Winton Road South, Rochester, New York 14618 (the “Grantor”), as the owner of property known as 1551-1575 Winton Road, Rochester, New York 14618, Tax ID #137.17-2-62.1 & #137.17-2-63, situate in the Town of Brighton, Monroe County, New York (the “Property”), , and the TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618 (the “Grantee”),

WITNESSETH:

That the Grantor in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid to them by the Grantee hereby grant and release to the Grantee, its successors and assigns, a permanent right of way, easement and privilege in, along and over a strip of land (the “Land”) to be used for sidewalk purposes as specified herein and which land and easement are more particularly described as follows:

SEE SCHEDULE “A” ATTACHED

to have and to hold the premises herein granted unto the Grantee, its successors and assigns, with the following rights and privileges:

1. The perpetual easement granted hereunder is for the purpose of constructing and maintaining a sidewalk on the Land, over which all members of the public may traverse at all times, as determined by the Grantee, its successors or assigns, who shall have the right to enter upon said premises for the purposes aforesaid.

2. The Grantee does hereby agree to indemnify and hold harmless the Grantor, its successors and assigns, from loss or damage resulting from its exercise of its rights under this easement, except such damages as are due to the gross negligence of the Grantor, its agents,
servants, employees, grantees, successors and assigns. Conversely, the Grantor agrees to indemnify and hold harmless, the Grantee, its successors and assigns, from loss or damage resulting from the gross negligence of the Grantor, its agents, servants, employees, grantees, successors and assigns, except such loss or damage as is caused by the gross negligence of the Grantee, or its agents, servants, employees, grantees, successors or assigns.

3. The Grantor hereby reserves the right to plant or maintain lawns or other embellishments over the unpaved areas within the said easement, and when it is necessary for the Grantee, its agents or contractors, including the New York State Department of Transportation, to enter thereon for maintaining, replacing or repairing any portion of the sidewalk or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the Land to the same condition as before such work is or was done insofar as it is practicable and reasonable to do. The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the areas of the easement, including trimming or removal of trees and shrubs, which they reasonably determine are interfering with the operation or maintenance of the sidewalk or part thereof without liability to the Grantor, except as provided for in Paragraph 2.

4. The Grantee, its successors, assigns, agents or contractors, including the New York State Department of Transportation may, at any time exercise the rights and privileges granted herein. Said rights and privileges do not convey or infer a duty by Grantee, its successors, assigns or contractors to remove or replace trees or shrubs that, in the opinion of the grantee, do not interfere with or obstruct the use of the sidewalk. Furthermore, it shall not be the duty of the Grantee, its successors, assigns, agents or contractors including the New York State Department of Transportation to perform routine property maintenance of the easement area outlined herein or maintain said area in a fashion that would typically be performed by the Grantor in the normal course of the upkeep of the property. Notwithstanding the foregoing, the Grantee agrees to maintain the sidewalk in good repair.
5. The Grantor reserve the full use and enjoyment of the easement except for the purposes herein granted to the Grantee. The Grantor covenants that the Grantee shall quietly enjoy this easement and the Grantor warrant the title to same.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals and/or caused its corporate seal to be hereunto affixed, and these premises to be signed by its duly authorized officer, all as of the day and year first above written.

GRANTOR:

BRIGHTON VOLUNTEER AMBULANCE

By: ________________________________

STATE OF NEW YORK)

ss:

COUNTY OF MONROE)

On this __________ day of __________, 20____, before me, the undersigned, personally appeared ______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within this instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________________________

Notary Public
GRANTEE:

TOWN OF BRIGHTON

By: _______________________________
    William W. Moehle, Supervisor

STATE OF NEW YORK)

    ss:

COUNTY OF MONROE)

    On this _________ day of _____________ , 20____ , before me, the undersigned, personally appeared WILLIAM MOEHLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

___________________________________________

    Notary Public

- 5 -
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 12th day of June 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor
CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

WHEREAS, the Town of Brighton believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State’s economic growth and community well-being; and

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities; and

WHEREAS, the Town of Brighton believes that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities; and

WHEREAS, the Town of Brighton further believes that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and
WHEREAS, the Town of Brighton further believes that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Brighton, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

Dated: June 12, 2024

William W. Moehle, Supervisor  
Christopher K. Werner, Councilmember  
Robin R. Wilt, Councilmember  
Christine E. Corrado, Councilmember  
Nathaniel V. Salzman, Councilmember

Voting ___  
Voting ___  
Voting ___  
Voting ___  
Voting ___
DATE: June 11, 2024

TO: Brighton Town Board

FROM: William W. Moehle, Town Supervisor

RE: Pro-Housing Communities designation

Governor Hochul established the Pro-Housing Communities Program by Executive Order to incentivize communities to support housing growth to address shortages in housing throughout the State. Compliance with Pro-Housing Communities demonstrates that a community is committed to increasing the housing supply and qualifies the community for consideration in certain State grant funding opportunities.

I am recommending that the Town of Brighton take the necessary steps to achieve Pro-Housing Communities designation. To do so, the Town must pass a resolution stating our commitment to the Pro-Housing principles and submit documentation on the Town zoning code, zoning maps and the last five years of housing permitting.

The program requires that the resolution be approved in the attached form. Following approval, I will ask the Department of Public Works to submit the remaining materials, to enable Brighton to be designated as a Pro-Housing Community.
MATTERS OF THE SUPERVISOR