TOWN BOARD MEETING
July 24, 2024
7:00 PM
Brighton Town Hall
2300 Elmwood Avenue

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

PRESENTATIONS/RECOGNITIONS:
National Farmers Market Week
Police Promotions

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 to Amend Chapter 113 of the Code of the Town of Brighton with Respect to Demonstration and Special Event Permits” (see letters dated May 22, 2024 from William W. Moehle, Town Supervisor; June 26, 2024 from Kevin McGowan, Brighton Central School District Superintendent; June 26, 2024 from Jocelyn Goldberg – Schaible; June 26, 2024 from Ed Pelta; June 26, 2024 from Shoshana Brayman; June 26, 2024 from Leah M. Goldman, Esq.; July 2 from Gail Finkelstein; July 10 from Julie Gelfand; and July 15 from Jonathan W. Siegal).

MATTER RE: Public hearing on establishing Extension 111 to the Brighton Consolidated Sanitary Sewer District (see Resolution #1 and letter dated June 17, 2024 from Chad Roscoe, Junior Engineer).

COMMUNICATIONS

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 #07-24-24-CLAIMS).

MATTER RE: Authorize the solicitation of bids for the demolition and removal of the milking barn structure at 1435 Westfall Road (see Resolution #2 and letter dated July 15, 2024 from Rebecca Cotter, Recreation Director).
MATTER RE: Amend the budget by transferring $3,895 from the Highway Department’s Maintenance/Repair Service account to the Building Improvement account for the addition of a mini-split air conditioning unit in the mechanics shop (see Resolution #3 and letter dated July 10, 2024 from Amy Banker, Accountant).

MATTER RE: Set a public hearing to amend the Town Code, Flood Damage Protection, Chapter 211, Section 3.2 for technical reasons at the request of the NYS Department of Environmental Conservation (see Resolution #4 and letter dated July 16, 2024 from Ken Hurley, P.E., Town Engineer).

MATTER RE: Accept a donation from Town Councilperson Christine Corrado in the amount of $280 to support the August Brighton Community Bike Ride and amend the budget to increase the Recreation Department’s Gifts and Donations account by said amount (see Resolution #5 and letter dated July 18, 2024 from Rebecca Cotter, Recreation Director).

MATTER RE: Approve the SEQR negative declaration for the Town Hall renovation project (see Resolution #6 and letter dated July 1, 2024 from Rick Distefano, Senior Planner).

MATTER RE: Approve the issuance of bonds in an amount not to exceed $10,750,000 for the Town Hall renovation project (see Resolution #7).

MATTER RE: Approve a license agreement with Empire State University for relocation space during the Town Hall renovation project (see Resolution #8 and letter dated July 23, 2024 from William W. Moehle, Town Supervisor).

MATTER RE: Authorize the Supervisor to enter into an agreement with Vargas Associates to provide move management services for the Town Hall renovation project in an amount not to exceed $117,500, and to execute any necessary change orders not exceeding 10% of the total contract amount (see Resolution #9 and letter dated June 28, 2024 from Ken Hurley, P.E., Town Engineer).

MATTER RE: Approve a budget amendment transferring $225,000 from Undistributed’s Federal Aid - Other (ARPA) account to the Town Relocation – Computer Equipment account ($151,000); Town Relocation – Internet Service account ($4,000); and Town Relocation – Other Contract Services account ($70,000) for information technology updates and adjustments for the Town Hall renovation project (see Resolution #10 and letter dated June 13, 2024 from Jeremy Lutz, IT Director).
MATTER RE: Authorize the Supervisor to enter into an agreement with Spectrum for internet services in an amount not to exceed $4,114 per month for a term of 60 months (see Resolution #11 and June 13, 2024 from Jeremy Lutz, IT Director).

MATTERS OF THE SUPERVISOR:
Second Quarter 2024 Report
June 2024 Expense and Revenue Reports

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, August 14, 2024 at 7 PM
RECOGNITIONS/PRESENTATIONS
OPEN FORUM
PUBLIC HEARINGS
LOCAL LAW NO. ___ OF 2024

A LOCAL LAW TO AMEND CHAPTER 113 OF THE CODE
OF THE TOWN OF BRIGHTON WITH RESPECT TO
DEMONSTRATION AND SPECIAL EVENT PERMITS

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

Section 1. Preamble; Legislative Intent.

The right to peacefully assemble or demonstrate is afforded to all persons and is protected by the
First Amendment of the United States Constitution and Article I, Sections 8 and 9 of the New York
State Constitution. However, content-neutral time, place, and manner restrictions may reasonably
limit free expression in order to protect a significant governmental interest. These gatherings and
demonstrations, when combined with pedestrian bystanders and motor vehicles simultaneously
using the area, in the absence of advance notice to the Town may obstruct and impede the flow of
traffic on the public roadways and driveways at or around parks. The Town Board finds that the
Town has a significant and important governmental interest in preserving public peace and good
order on lands operated as public parks in the Town of Brighton and safeguarding public health,
safety, and enjoyment of users of Town parkland and surrounding public property from
obstruction, interference, or threats of physical harm. The Town Board further finds that it also
has a significant and important governmental interest in ensuring the safety of gatherers,
demonstrators, pedestrian bystanders, and motor vehicle users in high traffic areas of the Town.

The purpose of this local law is to protect the health, safety, and welfare of users of public parks
and the surrounding areas by amending Chapter 113 of the Town Code of the Town of Brighton
(the “Town Code”) governing parks in the Town by requiring certain demonstrations and special
events to obtain a permit from the Town Commissioner of Public Works, without unreasonably
restricting the expressive activity of any gatherings, demonstrations, or large assemblies of
individuals, regardless of their identity or the content of their speech.

Section 2. Definitions.

Section 113-2 of Chapter 113 of the Town Code is hereby amended to add the following
definitions:

“DEMONSTRATION

A group activity, including but not limited to, a meeting, assembly, protest, rally, march,
or vigil which involves the expression of views or grievances, involving more than the
thresholds set forth in Section 113-4(A)(3) or a group activity involving less than such
thresholds for which specific space is requested to be reserved.

SPECIAL EVENT

A group activity, including but not limited to, a performance, meeting, assembly,
ceremony, parade, athletic competition, reading, or picnic involving more than the
thresholds set forth in Section 113-4(A)(3) or a group activity involving less than such
thresholds for which specific space is requested to be reserved.”
Section 3. Permits required for certain activities; issuance of permits.

Section 113-4(A) of the town Code is hereby amended by adding the following paragraph (3):

“(3) Demonstrations or Special Events involving more than the number of people set forth in the chart below:

<table>
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<tr>
<th>Park</th>
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</tbody>
</table>

*No Demonstration or Special Event permits may be issued for Parks designated N/A*

Section 113-4 of the Town Code is hereby amended by adding the following subsection (F):

“(F) Permits for a Demonstration or Special Event.

(1) Applications for a Special Event permit must be received at least 30 days prior to the request date for the Special Event. Applications for a Demonstration permit must be received at least 5 days prior to the requested date for the demonstration. Notwithstanding the foregoing, the Commissioner of Public Works, or such other office as the Commissioner of Public Works may determine, will accept applications for Demonstrations whenever submitted and process such applications as soon as it is feasible to do so, considering the magnitude of the event and the resources of the Commissioner.

(2) Upon receipt of such application, the Commissioner of Public Works, or such other office as the Commissioner of Public Works may determine, shall refer same to the Brighton Chief of Police for review as may be necessary to ensure the protection of public health, safety, and welfare.

(3) The Commissioner of Public Works, or such other office as the Commissioner of Public Works may determine, may deny a permit if: (i) the location sought is not suitable because of environmental conditions reasonably likely to be harmed by the proposed event; (ii) the location sought is not suitable because the proposed Demonstration or Special Event is of such nature or duration that it cannot be
reasonably accommodated in the requested location; (iii) the date and/or time requested has been previously allotted by permit; (iv) the Demonstration or Special Event would conflict with previously planned programs organized and/or conducted by the Town, or conflict with the Town’s priority use field schedule maintained by the Recreation and Parks Department; (v) the Demonstration or Special Event would unreasonably interfere with the use and enjoyment of the park by other users; (vi) the intended use or activity is unlawful, or would endanger the health and safety of surrounding persons; (vii) there are not significant Town resources available at the time of the proposed Demonstration or Special Event to mitigate disruption and/or the diversion of police protection would deny reasonable police protection to the Town; (viii) if the permit application contains a material falsehood or misrepresentation; or (ix) within the preceding two years, the applicant has been granted a permit and did, on that prior occasion, knowingly violate a material term or condition of the permit, or any law, ordinance, state or regulation relating to the use of parks. Notwithstanding the foregoing, if a permit has been denied pursuant to this subparagraph (3), the Commissioner of Public Works shall employ reasonable efforts to offer the applicant suitable alternative locations and/or times and/or dates for the proposed Demonstration or Special Event.

(4) All permit applications will be processed on a “first come, first serve” basis; provided that if two or more permit applicants request the same date and the same location, and one or more of such applicants held a permit for such location in the calendar year immediately preceding the calendar year for which such permit is now sought, the permit application from the applicant who has not previously held a permit shall be first eligible for approval. Notwithstanding the foregoing, a Demonstration or Special Event proposed at any athletic field shall be at all times subject to the Town’s priority use field schedule maintained by the Recreation and Parks Department.

(5) In the event a permit application is denied, the applicant may appeal the determination by written request filed with the Town Supervisor, who may reverse, affirm, or modify the original determination and provide a written explanation of the decision. If a permit application is denied more than 10 days prior to the proposed event, the applicant shall have 3 days from the date such denial is delivered to the applicant to appeal such denial. The Town Supervisor shall render a decision on such appeal within 5 days of receipt of such appeal. If a permit application is denied less than 10 days prior to the proposed event, the applicant shall have 1 day from the date such denial is delivered to the applicant to appeal such denial. The Town Supervisor shall render a decision on such appeal as soon as is reasonably practicable.

(6) Permittees must have the Demonstration or Special Events permit in their possession at the time and site of the event.

(7) More than one Demonstration or Special Event permit may not be issued for any park for the same date and time, except for Buckland Park, Meridian Centre Park, and Brighton Town Park.
(8) No Demonstration or Special Event permit shall be issued when parks are closed under Section 113-3.

(9) The requirements of this subsection 113-4(F) shall be inapplicable to a Demonstration or Special Event proposed at a park lodge or pavilion, which shall be subject to the permitting requirements of Section 113-5.

(10) Notwithstanding subsection 113-4(E), no fees shall be charged for a Demonstration permit.”

Section 4. Certain acts prohibited without written permission

Subsection 113-6(B) of the Town Code is hereby deleted in its entirety and replaced with the following:

“B. Hold any Demonstration or Special Event; conduct any funeral procession or vehicle containing the body of a deceased person; or use any loudspeaker or other sound-amplifying equipment.”

Section 5. General regulations.

Subsection 113-7(A) of the Town Code is hereby amended by adding the following paragraph (8):

“(8) No person shall by force or threat of force, or by physically obstructing or blocking, knowingly injure, or interfere with, or attempt to injure, or interfere with, another person using a park or any walkway or sidewalk adjoining or adjacent to a park. For purposes of this paragraph, “interfere with” shall mean to stop or to restrict a person’s freedom of movement, or to stop, obstruct, or prevent, through deceptive means or otherwise.”

Section 6. No Endorsement by Town.

The enforcement of this local law by the Town shall in no way be considered an endorsement or any expression of support, disagreement or any position or opinion on behalf of the Town whatsoever with respect to the activities, policies, opinions, positions, precepts or other aspects of the individuals organizing, sponsoring, holding or participating in a demonstration.

Section 7. 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 8. 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 9. Effective Date.

This local law shall go into effect immediately upon filing with the New York State Secretary of State.
LOCAL LAW NO. ___ OF 2024

A LOCAL LAW TO AMEND CHAPTER 113 OF THE CODE OF THE TOWN OF BRIGHTON WITH RESPECT TO DEMONSTRATION AND SPECIAL EVENT PERMITS

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

Section 1. Preamble; Legislative Intent.

The right to peacefully assemble or demonstrate is afforded to all persons and is protected by the First Amendment of the United States Constitution and Article I, Sections 8 and 9 of the New York State Constitution. However, content-neutral time, place, and manner restrictions may reasonably limit free expression in order to protect a significant governmental interest. Gatherings and demonstrations, when combined with pedestrians, bystanders, and motor vehicles simultaneously using the area Town parks, in the absence of advance notice to the Town may obstruct and impede the flow of traffic on the public roadways and driveways at or around parks, and jeopardize the safety of all such users. The Town Board finds that the Town has a significant and important governmental interest in preserving public peace and good order on lands operated as public parks in the Town of Brighton and safeguarding public health, safety, and enjoyment of users of Town parkland and surrounding public property from obstruction, interference, or threats of physical harm. The Town Board further finds that it also has a significant and important governmental interest in ensuring the safety of gatherers, demonstrators, pedestrian bystanders, and motor vehicle users in high traffic areas of the Town.

The purpose of this local law is to protect the health, safety, and welfare of users of public parks and the surrounding areas by amending Chapter 113 of the Town Code of the Town of Brighton (the “Town Code”) governing parks in the Town by requiring certain demonstrations and special events to obtain a permit from the Town Commissioner of Public Works, without unreasonably restricting the expressive activity of any gatherings, demonstrations, or large assemblies of individuals, regardless of their identity or the content of their speech.

Section 2. Definitions.

Section 113-2 of Chapter 113 of the Town Code is hereby amended to add the following definitions:

“DEMONSTRATION

A group activity, including but not limited to, a meeting, assembly, protest, rally, march, or vigil which involves the expression of views or grievances, involving more individuals than the thresholds set forth in Section 113-4(A)(3) or a group activity involving less than such thresholds for which specific space is requested to be reserved.

SPECIAL EVENT

A group activity, including but not limited to, a performance, meeting, assembly, ceremony, parade, athletic competition, reading, or picnic involving individuals more than the thresholds set forth in Section 113-4(A)(3) or a group activity involving less than such
thresholds for which specific space is requested to be reserved.”

**Section 3. Permits required for certain activities; issuance of permits.**

Section 113-4(A) of the Town Code is hereby amended by adding the following paragraph (3):

“(3) Demonstrations or Special Events involving equal to or greater than the number of people set forth in the chart below:

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*No Demonstration or Special Event permits may be issued for Parks designated N/A”

Section 113-4 of the Town Code is hereby amended by adding the following subsection (F):

“F. Permits for a Demonstration or Special Event.

(1) Applications for a Special Event permit must be received at least 30 days and not more than 180 days prior to the request date for the Special Event. Applications for a Demonstration permit must be received at least 5 days prior to the requested date for the Demonstration.

(i) Notwithstanding the foregoing deadlines under Section 113-4(F)(1), the Commissioner of Public Works, or such other office as the Commissioner of Public Works may determine, shall accept applications for Demonstrations or Special Events whenever submitted and process such applications as soon as it is feasible to do so, considering the magnitude of the event and the resources of the Commissioner. Applications for a Demonstration permit will be deemed granted if not acted upon within 48 hours of the application being received.

(ii) Spontaneous Demonstrations that are occasioned by news or affairs coming into public knowledge less than 72 hours prior to such Demonstration may be conducted in Meridian Centre Park or Buckland
Park, in areas designated by the Superintendent of Parks, without the organizers first having to obtain a permit; provided that the event is not otherwise prohibited under this Chapter, and the areas are available and do not unreasonably interfere with previously planned programs or other park users. Organizers of a spontaneous Demonstration shall provide notice to the Brighton Police Department at least 24 hours prior to such event, including providing their name, address, telephone number, location and date/time of the proposed Demonstration, and an estimate the number of people who will be participating. **If the spontaneous event is a “counter-event,” meaning it is in response to a Demonstration, the foregoing notice requirements shall apply, but the location restriction shall not apply.**

(2) Upon receipt of such application, the Commissioner of Public Works, or such other office as the Commissioner of Public Works may determine, shall refer same to the Brighton Chief of Police and the Parks Department for review as may be necessary to ensure the protection of public health, safety, and welfare.

(3) The Commissioner of Public Works, or such other office as the Commissioner of Public Works may determine, may deny a permit if: (i) the location sought is not suitable because of environmental conditions reasonably likely to be harmed by the proposed event; (ii) the location sought is not suitable because the proposed Demonstration or Special Event is of such nature or duration that it cannot be reasonably accommodated in the requested location; (iii) the date and/or time requested has been previously allotted by permit; (iv) the Demonstration or Special Event would conflict with previously planned programs organized and/or conducted by the Town, or conflict with the Town’s priority use field schedule maintained by the Recreation and Parks Department; (v) the time, place, or size of the Demonstration or Special Event would unreasonably interfere with the safe use and enjoyment of the park by other users; (vi) the intended use or activity is unlawful, or would unreasonably endanger the health and safety of surrounding persons; (vii) there are not significant Town resources available at the time of the proposed Demonstration or Special Event to mitigate disruption and/or the diversion of police protection would deny reasonable police protection to the Town; (viii) if the permit application contains a material falsehood or misrepresentation; or (ix) within the preceding two years, the applicant has been granted a permit and did, on that prior occasion, knowingly violate a material term or condition of the permit, or any law, ordinance, state or regulation relating to the use of parks. Notwithstanding the foregoing, if a permit has been denied pursuant to this subparagraph (3)(i) through (v) or (vii), the Commissioner of Public Works shall employ reasonable efforts to offer the applicant suitable alternative locations and/or times and/or dates for the proposed Demonstration or Special Event.

(4) All permit applications will be processed on a “first come, first serve” basis; provided that if two or more permit applicants request the same date and the same location, and one or more of such applicants held a permit for such location during the twelve month period immediately preceding the calendar yeardate for which such permit is now sought, the permit application from the
applicant who has not previously held a permit shall be first eligible for approval. Notwithstanding the foregoing, a Demonstration or Special Event proposed at any athletic field shall be at all times subject to the Town’s priority use field schedule maintained by the Recreation and Parks Department, and a Demonstration or Special Event proposed at any lodge or pavilion shall be at all times subject to the requirements of Section 113-5, including that a previous rental or reservation of such lodge or pavilion obtained from the Parks Department.

(5) In the event a permit application is denied, the applicant may appeal the determination by written request filed with the Town Supervisor, who may reverse, affirm, or modify the original determination and provide a written explanation of the decision. If a permit application is denied more than 10 days prior to the proposed event, the applicant shall have 3 days from the date such denial is delivered to the applicant to appeal such denial. The Town Supervisor shall render a decision on such appeal within 5 days of receipt of such appeal. If a permit application is denied less than 10 days prior to the proposed event, the applicant shall have 1 day from the date such denial is delivered to the applicant to appeal such denial. The Town Supervisor shall render a decision on such appeal as soon as is reasonably practicable, but no later than 3 days of receipt of such appeal or 24 hours before the proposed event, whichever is sooner.

(6) Permittees must have the Demonstration or Special Events permit, in either hard copy or digital form, in their possession at the time and site of the event.

(7) More than one two Demonstration or Special Event permit may not be issued for any park for the same date and time, except for Buckland Park, Meridian Centre Park, and Brighton Town Park.

(8) No Demonstration or Special Event permit shall be issued when parks are closed under Section 113-3.

(9) The requirements of this subsection 113-4(F) shall be inapplicable to a Demonstration or Special Event proposed at a park lodge or pavilion, which shall be subject to the permitting requirements of Section 113-5. No Special Event permit is required for a regularly scheduled athletic event that has otherwise been approved by the Parks Department.

(10) Notwithstanding subsection 113-4(E), no fees shall be charged for a Demonstration permit, unless such Demonstration is proposed to be held at a Town lodge, pavilion, or playing field, in which case the fee applicable to such lodge, pavilion, or playing field as established by the Town Board shall be charged.”

Section 4. Certain acts prohibited without written permission

Subsection 113-6(B) of the Town Code is hereby deleted in its entirety and replaced with the following:
“B. Hold any Demonstration or Special Event; conduct any funeral procession or vehicle containing the body of a deceased person; or use any loudspeaker or other sound-amplifying equipment.”

Section 5. General regulations.

Subsection 113-7(A) of the Town Code is hereby amended by adding the following paragraph (8):

“(8) No person shall by force or threat of force, or by physically obstructing or blocking, knowingly injure, or interfere with, or attempt to injure, or interfere with, another person using a park or any walkway or sidewalk adjoining or adjacent to a park. For purposes of this paragraph: (i) “physically obstruct or block” shall mean to physically hinder, restrain, or impede, or to attempt to physically hinder, restrain or impede, or to otherwise render ingress to or egress from a park, or render any walkway or sidewalk adjoining or adjacent to a park impassable, unreasonably difficult, or hazardous; and (ii) “interfere with” shall mean to stop or to restrict a person’s freedom of movement, or to stop, obstruct, or prevent, through deceptive means or otherwise.”

Section 6. Penalties for offenses.

Section 113-11 of the Town Code is hereby deleted in its entirety and replaced with the following:

“Any person who knowingly violates Section 113-4(F) of this Chapter, or who violates any of the remaining provisions of this chapter or any subjection thereof shall be guilty of an offense punishable as provided in Chapter 1, General Provisions, Article I. Each separate violation shall constitute a separate additional offense.”

Section 67. No Endorsement by Town.

The enforcement of this local law by the Town shall in no way be considered an endorsement or any expression of support, disagreement or any position or opinion on behalf of the Town whatsoever with respect to the activities, policies, opinions, positions, precepts or other aspects of the individuals organizing, sponsoring, holding or participating in a demonstration.

Section 78. 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 89. 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 109. Effective Date.
This local law shall go into effect immediately upon filing with the New York State Secretary of State.
June 26, 2024

Mr. William Moehle  
Brighton Town Supervisor  
2300 Elmwood Avenue  
Rochester, NY 14618

Dear Supervisor Moehle,

Thank you for your efforts and those of Town staff members, including Chief Catholdi and Members of the Town Board for your consideration regarding an amendment to Section 113-2 of Chapter 113 of the Town Code. We at school are grateful for your partnership and for your work to thoughtfully address our concerns regarding protests at 12 Corners. We are very much in support of the proposed amendment and believe that this will be a useful tool in addressing the overriding concern we have regarding student safety at arrival and dismissal times.

We remain committed to supporting the right to freedom of expression and believe in our obligation as educators to support the important lessons that are modeled through peaceful civil discourse. However, we also believe that our first priority is doing all that we can to ensure the safety of our students and staff. Significant gatherings, unpredictable in many ways, that occur while students are compelled to cross at certain locations during specific times have been of great concern to us. To the credit of the community, our own pleas for consideration in this regard seem to have been heeded. However, we believe that this amendment will add additional reassurance that our arrival and dismissal times will be the safest possible times for students to move through the 12 Corners free from obstructions that cannot be planned around or managed.

Thank you, as always, for your partnership and the incredible work of the Brighton Police Department to keep all of us safe, secure and able to enjoy our Town in every way. Although I am not able to attend this evening’s Town Board meeting, it is my hope that these sentiments can be shared with the Town Board.
Thank you.

Sincerely,

Kevin C. McGowan, Ed.D.
Superintendent of Schools

KGM/kl

Cc: Board of Education
   Lou Alaimo, Deputy Superintendent
   Dr. Allison Rioux, Asst. Superintendent for Curriculum & Instruction
   Deanna Spagnola, Director of Student Services
For the record of the hearing.

Bill

William W. Moehle, Supervisor (he/him)
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
(585) 784-5252

Dear Bill,

I cannot be at tonight’s session because I am leading a Rochester Research Group team doing audience census research at the Jazz Festival. But I wanted to thank you and the town board for understanding the importance of protecting the safety of our community.

The bill you have proposed is excellent and I am one of many who hope that it is approved and implemented. It is truly reassuring to have Brighton in such wise and capable hands.

Onward,
Jocelyn Goldberg-Schaible
585.967.4558
For the record of the hearing.

Bill

William W. Moehle, Supervisor (he/him)
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
(585) 784-5252

From: Ed Pelta <edpelta@gmail.com>
Sent: Wednesday, June 26, 2024 11:14 AM
To: William Moehle <william.moehle@townofbrighton.org>; Nate Salzman <nate.salzman@townofbrighton.org>
Subject: Proposed Law With Respect to Demonstration and Special Event Permits

Supervisor Moehle and Town Board Member Salzman,

Unfortunately, I will not be able to attend tonight's Town Board meeting.

I want to thank you for working with community members to develop sensible, content-neutral rules that will allow for free speech and robust discourse, but at the same time protect children and the public from physical and emotional harm, a significant public interest. That's what balance is all about, and I applaud the efforts of Town counsel, our Supervisor and other Brighton Town Board members to listen, discuss and reach a balanced outcome. If we listen to only one voice, it should be that of School Board Superintendent Dr. McGowan, who asks that we think about and protect our children, while still allowing speech with reasonable, narrowly-focused restrictions, consistent with the First Amendment.

I respectfully ask that my remarks be entered into the record on this topic.

Regards,

Ed Pelta
50 Heatherstone Lane
For the public hearing record tonight.

Bill

William W. Moehle, Supervisor (he/him)
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
(585) 784-5252

From: Zvi Brayman <sbrayman17@yahoo.com>
Sent: Wednesday, June 26, 2024 3:38 PM
To: William Moehle <william.moehle@townofbrighton.org>
Subject: Proposed bill regarding permits on tonight's agenda

Good evening,

I will not be able to attend tonight's meeting as I will be attending my daughter's music therapy performance this evening. I am a Brighton resident, residing here for 27 years. Both my daughter's went to Brighton schools special education department. Although my children are no longer in school I know for them demonstrations are confusing and scary. I think about the special education students who are currently part of the Brighton school system. For students with special needs it can be traumatic.

I am thankful to be living in a community who cares about the children in our community. I want to thank you and the town board for understanding the importance of protecting Brighton students.

The bill you have proposed is excellent. I and many others hope the bill will be approved and implemented.

Thank you for your support and understanding.

Shoshana Brayman
From: William Moehle
To: Bridget Monroe
Subject: Fw: Letter in Support of Town's Proposed Ordinance (For the record)
Date: Wednesday, June 26, 2024 4:05:02 PM

There is no need to change the agenda, but here is another item of communication to be received into the record for tonight’s hearing.

Bill

William W. Moehle, Supervisor (he/him)
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
(585) 784-5252

From: Leah Goldman <lgoldman525@gmail.com>
Sent: Wednesday, June 26, 2024 4:03 PM
To: William Moehle <william.moehle@townofbrighton.org>; Nate Salzman <nate.salzman@townofbrighton.org>
Subject: Letter in Support of Town’s Proposed Ordinance (For the record)

Dear Supervisor Moehle and Brighton Town Board Members,

I am unable to attend tonight’s meeting due to family scheduling conflicts, but want to share my gratitude for the work that the Board has done drafting legislation around permitting for demonstrations and other large gatherings. I respectfully request that you enter this email into the public record.

Thank you for your many months of listening, fact-gathering, and consideration of our community’s safety concerns related to large gatherings and demonstrations. It is clear from the legislative intent notes and the thoughtful process set forth in the proposed ordinance that our Town leadership drafted the legislation to protect Brighton’s citizens, making public safety paramount. The proposed ordinance is reasonable, commonsense and narrowly-tailored and will increase the safety of Brighton residents and those who work in or travel through Brighton.

It is reassuring to know that you are prioritizing the mental and physical health and best interests of our children, bikers, pedestrians and drivers in 12 Corners and other community parks by instituting a permitting process like so many other municipalities have in place.

We are grateful for your leadership and careful and measured evaluation of community needs, balancing public safety and our constitutional rights to craft an even-handed, progressive, inclusive and practical ordinance.

While I wish the legislation could go further because I still have concerns with groups of 19 or less assembling at 12 Corners at school drop off and dismissal times, alarming students, causing potential traffic distractions and possibly leading to public safety issues, I also understand that the proposed ordinance, as drafted, will foster additional safety for our community beyond what is currently in
Thank you for your attention to this important matter of community safety.

Sincerely,

Leah M. Goldman, Esq.
July 2, 2024

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

Re: Proposed Local Law known as “A Local Law to Amend Chapter113 of the Code of the Town of Brighton with Respect to Demonstration and Special Event Permits”

Dear Supervisor Moehle,

I want to thank you and the Town Board for working to develop a set of sensible rules that will allow for free speech and robust discourse, within a framework that protects participants and the community.

As I said during the 6/26/2024 Public Hearing, we’ve recently seen many occasions across the US where demonstrations have quickly devolved into uncontrollable situations. In Brighton, we want to support freedom of speech and assembly, while at the same time doing our best to ensure dignity and respect for all, without incitement, defamation, threats, or hate speech.

I tried to listen carefully to the comments at that meeting. I think that several of the comments on “timing” and “numbers” reflected misunderstanding of the proposed text. I have a few suggestions for format and terminology that might help clarify the intended meanings. They are included in the attachment.

I also have one suggestion to add to the proposal, that would address concerns about exposing school children to demonstrations. My opinion is that demonstrations don’t belong at schools when children are arriving, leaving, or even taking a walk during their breaks or lunch. Children are minors, and can unduly be influenced by the presumably-adult demonstrators. Adults have implied authority over minors. The adult demonstrators may, intentionally or inadvertently, try to influence children to their cause. This suggestion is also included in the attachment.

Another issue that might be addressed in the proposed document is currently found in the standing law – 1136-6 (A) – no post or display of any sign, banner or advertisement without a written permit. To completely cover the topic, it may make sense to include in section 113-4 that signs and banners are allowed with a permit, and also explain any limitations that might apply. Also, it might help to clarify whether “posting a sign” includes carrying a sign.
I respectfully request that these remarks and suggested changes be entered into the public record for this proposed law.

Respectfully,

Gail Finkelstein
74 Westerloe Avenue, Brighton, NY

Suggestions to clarify the proposed law:

(1) Amend the proposed terminology to:
   (3) Demonstrations or Special Events expected to involve more than then the number of people set forth in the chart below are required to have a permit.
       Park Number of People Expected Exceeds:

(2) Add a subsection to 113-4 (F):
   The permit applicant is responsible for accurately estimating the number of people expected to attend. The applicant may decide to not apply for a permit because the number expected is below that required for a permit. In the event that the number at the Demonstration or Special Event exceeds the number requiring a permit, the applicant must promptly (1) contact, (2) inform, and (3) follow instructions of:
       (1) The Brighton Police Chief, and
       (2) The Office of the Commissioner of Public Works.
   The verbal Demonstration or Special Event permit request may be approved, approved with conditions, or denied.

( 3) In 113-4 (F)(1), reformat to make it easier for the reader to find “number of days prior” requirements. For example:
   Special Event permit: Application must be received at least 30 days ... 
   Demonstration permit: Applications must be received at least 5 days ...
   Notwithstanding the foregoing, ...

Suggestion to modify the proposed law:

(4) Add a subsection to 113-4 (F):
   No Demonstration permit shall be issued for 12 Corners park from 7:00am to 4:00pm on days when school is in session.
Bridget/Dan:

Ms. Gelfand spoke at last night's public hearing. After the meeting, I asked her whether she still wanted her written remarks included in the record of the public hearing. She indicated that she did, so please include this as part of the agenda for the public hearing at our next meeting, along with the other communication that we received in advance of the meeting, that was not formally added into the record last night.

Bill

William W. Moehle, Supervisor (he/him)
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
(585) 784-5252

I am not be able to make it tonight, but would like the following to be considered my contribution during the public forum:

All politics is local. That's what they say, and we sure have been seeing that here.

Common sense policies that strengthen our community should be our goal. To argue otherwise is to have an agenda which is not likely to be putting community first. Decisions made by the town council, and town supervisors have a direct and immediate impact on our lives. At the end of the day, our concern should be with policies that help strengthen our community and unite us
rather than divide us. It’s time to tune out the politics and put community first.


Try this statement written by Meredith Dragon, the CEO of the Jewish Federation about Palestinian protesters last week at the 4th of July Parade in Fairport.

“Terrorist sympathizers and antisemites on the march at Fairport’s Fourth of July parade. That they choose to desecrate the 4th of July is unfathomable. Note the utter lack of support for these hate fueled people from the crowd on the parade route. Help us fight these uninformed hateful people in our backyard.”

Second quote: Dan Kinel, JFED President: “Jew hating racists on the far progressive left. They are like a creek swelling against a mountain dam miles away from the actual rain. The river swells, the dam eventually washes away and everything in the resulting deadly tsunami’s path is utterly destroyed. These progressives chant slogans like “free Palestine from the river to the sea.”

In the name of antisemitism, and because of the global efforts to continue the supply of weaponry and money to Israel, the Jewish Federation, AntiDefamation League, and AIPAC are using fear and condemnation.

The demand that the town adopts a town code for gatherings and protests was initiated and spread by JFed in order to condemn and silence the voices of those supporting Palestine. As their campaign grew, the fight morphed from calling out antisemitism to fear for the safety of our children. The town needed to act. Fear and worry began to dominate the majority of the speeches heard at Town Hall.

This law as it exists will not do anything to protect our children and calm those fears. Ironically, as written, it can have little effect. Protests will not be stopped. In the City of Rochester, there are permit requirements which are rarely acknowledged. Immediacy always wins over regulation. Quotas regarding the number of participants are unenforceable. Carrying permits will not be required. Mass killers can still show up. Your children will be no safer than they are as we sit in this room tonight.

But the law will give Meredith and Dan the aura of power. They like that they are scaring you because they can manipulate you. They like that they may be convincing you that Palestinians supporters are evil minded people, including the
Jews like me who they call Jew Haters. This is not about your safety.

Regarding the Fairport parade. I was there. You can find my video on Facebook under the channel Julie Gelfand. Look at the kids standing next to the protesters. All they cared about was the candy being thrown from the marchers and floats. They shouted and fell to the ground as handfuls of treats came their way, and then filled their pockets and mouths with sugar. No frightened, damaged children. Truth, information, and compassion. Let’s fill this room with that.

One more quote from Meredith Dragon from last month. A quote that has a wide reach and might be spoken by all of us in this room, even though it may not have been Meredith’s intention:

“The words of Anne Frank, who would have turned 95 this week, "How wonderful it is that nobody need wait a single moment before starting to improve the world." As hard as the days continue to be, we will continue to improve the world, despite those who want to harm us because we have no choice. This is who we are and that’s what we do. No amount of hate can deter us from our mission.”
Bridget, please include Mr. Siegel's communication in the record of the public hearing on this local law.

I hope you are enjoying your time off!

Bill

William W. Moehle, Supervisor (he/him)
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
(585) 784-5252

From: Jonathan Siegel <jwintersiegel@gmail.com>
Sent: Monday, July 15, 2024 3:55 PM
To: William Moehle <william.moehle@townofbrighton.org>; Nate Salzman <nate.salzman@townofbrighton.org>; Christine Corrado <christine.corrado@townofbrighton.org>; Chris Werner <chris.werner@townofbrighton.org>; Robin Wilt <robin.wilt@townofbrighton.org>
Subject: A Local Law to Amend Chapter 113 of the Code of the Town of Brighton with Respect to Demonstration and Special Event Permits

Dear Town Board Members and Supervisor Moehle:

Unfortunately I will be out of town at the next board meeting and will thus not be able to speak at the public hearing on this ordinance. This letter will have to do instead. I apologize that this letter is coming late in the game; I did not realize an ordinance on this topic was before the board until last Wednesday.

My comments pertain only to the elements of the ordinance that have to do with demonstrations.

In my view portions of this ordinance need to be changed. The ordinance needs to give more attention to the right of protest and the town's obligations to protestors. Here in non-legal language is what, in my view, needs to be done:

1. The ordinance should begin with a clear statement that in Brighton we do more than acknowledge the right to demonstrate. It should state that we view it as a precious and fundamental right that it is the responsibility of the Town government to protect.

2. The ordinance should clearly state that the permit review process begins with a strong presumption that the permit should be granted and that only compelling reasons should be
used to deny a permit.

3. Denial of a permit because of a lack of town resources should be rare and the town should be required to provide a detailed explanation of this decision to the permit requestors and to the public more generally.

4. The ordinance should clearly state that the town must protect the right to protest during a protest as well as the safety of bystanders.

We live in dangerous times where the meaning of the constitution is undergoing great change, changes that promise to limit the freedom of all Americans. Making these changes will show that Brighton remains committed to a higher standard than passing constitutional muster, a standard that treats protest as an essential part of the democratic fabric of American life.

Sincerely,

Jonathan W. Siegel
309 Hemingway Drive
MEMORANDUM

TO: Honorable Town Board
FROM: William W. Moehle, Supervisor
DATE: May 22, 2024
RE: Proposed Local Law amending Chapter 113 of the Town Code with respect to Demonstration and Special Event Permits

During the past several Town Board meetings, we have heard from many residents expressing concern with gatherings and demonstrations in the Twelve Corners Park. In response to those concerns, and to ensure that the Brighton Police Department and Parks Department are aware of gatherings in our parks that might cause safety issues, I have asked Attorney to the Town John Mancuso, Esq., to draft a local law directing that organizers of special events and demonstrations of a certain size in our parks be required to obtain a permit for such events or demonstrations. This would ensure that the Police Department and Parks Department are aware of upcoming events and can better address safety concerns that may arise.

I would ask that the Town Board set a public hearing for June 26, 2024 to receive public comment on the proposed law. I would also suggest that the proposed law be reviewed at the Town Board Public Safety Committee meeting on June 12, 2024.
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July, 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, a petition by Lin Wei Zhi, dated November 9, 2023, was previously received and filed for property located at 2222 West Henrietta Road in the Town of Brighton requesting an extension of the Brighton Consolidated Sewer District (known as Extension #111) for the purpose of providing sewer service to the subject property; and

WHEREAS, a public hearing was duly called and held in such matter on July 24, 2024; and

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

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

ORDERED, that it be and hereby is determined as follows:

(1) that said petition is signed and acknowledged or authenticated as required by law and is otherwise sufficient, and that the petition complies with section 191 of the Town Law;

(2) that all property and property owners benefited by the proposed
extension are included within the limits of the proposed extension;

(3) that it is in the public interest to grant the relief sought therein; and be it further

ORDERED, that the said petition requesting that Brighton Consolidated Sewer District Extension # 111 be established be, and the same hereby is, granted, with the costs thereof to be charged on a benefits derived basis; and be it further

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

Dated: July 24, 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 ___
6/17/2024

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

Re: Extension #111 to the Brighton Consolidated Sanitary Sewer District
   2222 West Henrietta Road
   Receive and File Sanitary Sewer Easement
   Receive and File Petitions
   Receive and File Map, Plan, and Report
   Set Public Hearing

Dear Supervisor, Moehle and Town Board Members:

Petitions have been received to establish Extension 111 to the Brighton Consolidated Sanitary Sewer District, representing the residents and 100% of the assessed value of the proposed District extension.

I recommend that you receive and file the petitions, the originals of which have been placed in the Town Clerk’s Office. The Assessor’s Certificate and the Negative Declaration pursuant to the State Environmental Quality Review are also enclosed. In addition, I recommend that you receive and file the map, plan, and report for the proposed District extension. Services will be offered on a “benefits derived” basis and will begin in 2025.

The Sewer Entrance fee of $241.50 was received and processed at the Town Hall on 2/20/24.

I further recommend that your Honorable Body establish a public hearing date for the above referenced matter.

Sincerely,

Chad Roscoe
Department of Public Works
SANITARY SEWER EASEMENT

THIS INDENTURE, made this 27th day of November, 2023 by and between Liu Wei Zhi as the owner(s) of property known as 2222 West Henrietta Road, Rochester NY, 14623, Tax ID 148.120-02-09, situate in the Town of Brighton, Monroe County, New York, and all other individuals and corporations who may execute this instrument, first parties, and the Town Board of the Town of Brighton, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, Monroe County, New York, 14618, acting for and on behalf of the Brighton Consolidated Sewer District, second parties,

WITNESSETH:

That the first parties in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid to them by the second parties hereby grant and release to the second parties, their successors or assigns, a permanent right of way, easement and privilege in, along and over a strip of land to be used for sanitary sewer 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 second parties, their successors or assigns, with the following rights and privileges:

1. The perpetual easement granted hereunder is for the purpose of continuing, constructing, laying, maintaining, replacing or improving underground sewer mains of such sizes as from time to time may be determined by the second parties, their successors or assigns, together with all necessary connections and other appurtenances for conveying and conducting through said pipes or mains; and the second parties, their successors, assigns, agents and contractors, shall have the right to enter upon said premises for the purposes aforesaid.
2. The second parties do hereby agree to indemnify and hold harmless the first parties, their agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this easement, except such damages as are due to the gross negligence of the first parties, their agents, employees, grantees, successors or assigns. Conversely, the first parties do hereby agree to indemnify and hold harmless the second parties, their agents, employees, grantees, successors or assigns, from loss or damage resulting from the exercise of its rights under this easement, except such damages as are due to the gross negligence of the second parties, their agents, employees, grantees, successors or assigns.

3. The first parties hereby reserve the right to pave, plant or maintain lawns, or other embellishments over underground pipes within the said easement, and when it is necessary for the second parties, agents or contractors to enter thereon for continuing, constructing, laying, maintaining, replacing or improving underground sewer mains, connections or other appurtenances, they shall, and by acceptance of this easement, do agree to restore the property including but not limited to driveway, trees, shrubs, and utilities of the first parties to the same condition as before such work is or was done insofar as it is practicable and reasonable to do.

4. The second parties, their successors, assigns, agents or contractors may, at any time thereafter, remove trees or shrubs from the areas of the easement which they determine are interfering with the operation or maintenance of the sanitary sewer collection lines and/or facilities or part thereof without liability to the first parties.

5. The second parties, their successors, assigns, agents or contractors may, at any time exercise the rights and privileges granted herein. Said rights and privileges do not convey or infer a duty by the second parties, their 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 operation of the system. Furthermore, it shall not be the duty of the second parties, their successors, assigns, agents or contractors 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 first parties in the normal course of the upkeep of the property

6. The first parties reserve the full use and enjoyment of the said premises except for the purposes herein granted to the second parties. The first parties covenant that the second parties shall quietly enjoy this easement and first parties warrant the title to same.

Any person or party not the record owner of the above described property who executes this instrument does so for the sole purpose or purposes of subordinating mortgages recorded in the Monroe County Clerk’s Office in Liber 11680 of Deeds at Page 234 dated April 8, 2016, owned by said person or party to the easement herein granted.

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.
STATE OF NEW YORK)  
COUNTY OF MONROE)  

On this 9th day of November, 2023, before me, the undersigned, personally appeared Liu Wei Zhi, 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.

[Signature]  
Notary Public

SHAWN G BENNETT  
Notary Public - State of New York  
NO. 01B6432169  
Qualified in Monroe County  
My Commission Expires Apr 25, 2026
GRANTEE:

BY

WILLIAM W. MOEHLE
SUPERVISOR, TOWN OF BRIGHTON

STATE OF NEW YORK)

ss:

COUNTY OF MONROE)

On this __27___ day of __NOVEMBER__, 2023, before me, the undersigned, personally appeared WILLIAM W. 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DANIEL E. AMAN
Notary Public - State of New York
Monroe County - 01AM6303724
Commission Expires: May 19, 2026

Notary Public
SCHEDULE “A”

DESCRIPTION OF
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF BRIGHTON

ALL THAT TRACT OR PARCEL OF LAND known and described as Lot 11, as shown on a
map entitled “A Revised Map of Sunnyside”, filed in the Monroe County Clerk’s Office in Liber
101 of Maps, at page 50; being a subdivision of the Gladys C.N. Keyes Farm in Lot 69, Second
Division, Town of Brighton, Monroe County, State of New York.

BEGINNING AT A POINT, on the easterly right-of-way line of West Henrietta Road (66 feet
wide), said point being the northwesterly corner of Lot 11 as shown on said map; thence,

1.) Easterly, along the northerly line of Lot 11, making an interior angle of 90°00’00”, a distance
of 20.00 feet to a point; thence,

2.) Southerly, along a line parallel with the easterly right of way of West Henrietta Road, making
an interior angle of 90°00’00”, a distance of 70.00 feet to a point on the southerly line of Lot 11;
thence,

3.) Westerly, along the southerly line of Lot 11, making an interior angle of 90°00’00”, a
distance of 20.00 feet to a point on the easterly right of way of West Henrietta Road; said point
also being the southwesterly corner thereof; thence,

4.) Northerly, along the easterly right of way of West Henrietta Road, making an interior angle
of 90°00’00” a distance of 70.00 feet to THE POINT OF BEGINNING.

CONTAINING:
1,400 Square Feet
or 0.032 Acres of land, more or less.
December 06, 2023

Tax ID Number: 148.12-2-9

Identified on the proposed Extension #111 to the existing Brighton Consolidated Sanitary Sewer District (BR742) map for the Proposed Sewer District Boundary at 2222 W Henrietta Rd, Town of Brighton, County of Monroe. Prepared by Town of Brighton Department of Public Works.

Re: New unit based special district: Extension #111 to the Brighton Consolidated Sanitary Sewer District BR742

I Pamela Post, Assessor, Town of Brighton, County of Monroe, State of New York, hereby certify that I have examined the petition dated November 9, 2023 for the establishment of the extension #111 of the existing Brighton Consolidated Sanitary Sewer District in the Town of Brighton, to include 2222 W Henrietta Rd to be filed in the Town Clerk’s Office in the Town of Brighton, County of Monroe, State of New York, and that:

1. The total assessed valuation of all taxable real property owned by the resident owner within the parcel from which said addition to the existing district will be placed is $109,800.00.
2. The aggregate assessed valuation of the taxable real property therein owned by resident owner who signed said petition is $109,800.00
3. Said petition includes the signature of resident owners of 100% of the value of the taxable real property within the area from which the proposed extension to the existing consolidated sanitary sewer district will be added.

All as appears from the 2023 Final Assessment Roll, which is the latest completed roll of the Town of Brighton, County of Monroe, State of New York.

In witness thereof I have hereunto set my hand on this 6th day of December, 2023.

Pamela Post
Assessor
Town of Brighton
PETITION
In the Matter of the Establishment
Of
Extension 111 to the Brighton Consolidated Sewer District in the Town
of Brighton, County of Monroe, State of New York

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

We, the undersigned, being owners of taxable real property situate in the proposed district hereinafter described in the Town of Brighton, County of Monroe, and State of New York, do hereby petition your Honorable Board to establish Extension 111 to the Brighton Consolidated Sanitary Sewer District in such Town of Brighton, County of Monroe, and State of New York, outside of any incorporated village and wholly within the said Town of Brighton, which proposed District is bounded and described as set forth in the attached Exhibit "A".

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

Dated: 11/9/23

Address: 2222 West Henrietta Road

Rochester NY, 14623

Wei Zhi
Signature

Signature

Lin Wei Zhi
Print Name

Print Name

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On this 9th day of November, 2023, before me the undersigned, personally appeared ________________ Wei Zhi, personally known and known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
STATE OF NEW YORK)

SHAWN G BENNETT
Notary Public - State of New York
NO. 01BE6432169
Qualified in Monroe County
My Commission Expires Apr 25, 2024
COUNTY OF MONROE) ss.:

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

________________________________________
Notary Public
EXHIBIT “A”

DESCRIPTION OF PROPOSED SANITARY SEWER DISTRICT EXTENSION TO THE TOWN OF BRIGHTON 2222 WEST HENRIETTA ROAD

ALL THAT TRACT OR PARCEL OF LAND known and described as Lot 11, as shown on a map entitled “A Revised Map of Sunnyside”, filed in the Monroe County Clerk’s Office in Liber 101 of Maps, at page 50; being a subdivision of the Gladys C.N. Keyes Farm in Lot 69, Second Division, Town of Brighton, Monroe County, State of New York.

BEGINNING AT A POINT, on the easterly right-of-way line of West Henrietta Road (66 feet wide), said point being the northwesterly corner of Lot 11 as shown on said map; thence,

1.) Easterly, along the northerly line of Lot 11, making an interior angle of 90°00’00”, a distance of 190.00 feet to the northeasterly corner thereof; thence,

2.) Southerly, along a line parallel with the easterly right of way of West Henrietta Road, making an interior angle of 90°00’00”, a distance of 70.00 feet to the southeasterly corner of said Lot 11; thence,

3.) Westerly, along the southerly line of Lot 11, making an interior angle of 90°00’00”, a distance of 190.00 feet to a point on the easterly right of way of West Henrietta Road; said point also being the southwesterly corner thereof; thence,

4.) Northerly, along the easterly right of way of West Henrietta Road, making an interior angle of 90°00’00” a distance of 70.00 feet to THE POINT OF BEGINNING.

CONTAINING:
13,300 Square Feet
or 0.305 Acres of land, more or less.
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
APPLICATION FOR APPROVAL OF PLANS FOR A WASTEWATER DISPOSAL SYSTEM

1. NAME OF APPLICANT
   TOWN OF BRIGHTON

2. LOCATION OF WORKS (City, Village, Town)
   TOWN OF BRIGHTON

3. COUNTY
   Monroe

4. ENTITY OR AREA SERVED
   ☑ Municipal
   □ Industrial

5. TYPE OF OWNERSHIP
   ☑ Commercial
   □ Sewage Works Corp
   □ Private - Home
   □ Private - Institutional
   □ Board of Education
   □ Authority
   □ Federal
   □ Interstate
   □ Indian Reservation

6. TYPE AND NATURE OF CONSTRUCTION
   Collection System
   ☑ New
   ☑ Additions or Alterations
   Treatment and/or Disposal
   ☑ New
   ☑ Additions or Alterations

7. ESTIMATED COST OF CONSTRUCTION
   Collection System $ 6,000.00
   Treatment and/or Disposal $ 0.00

8. TYPE OF WASTE
   ☑ Sewage
   □ Industrial (Specify)
   □ Other (Specify)

9. NAME OF RECEIVING TREATMENT WORKS
   MONROE COUNTY PURE WATERS

10. POINT OF DISCHARGE
    Surface Water: (Name of Watercourse) LAKE ONTARIO
    Ground Water: (Name of Watercourse to which ground water is tributary)

11. IS STATE OR FEDERAL AID APPLIED FOR?
    □ Yes
    ☑ No

12. NAME OF DESIGN ENGINEER
    MCMAHON LARUE ASSOCIATES, PC
    NEW YORK STATE LICENSE NO. 053878

ADDRESS
822 HOLT ROAD, WEBSTER, NY 14580
TELEPHONE NO. 585-436-1060

13. WATER CONSUMPTION (GPD)
    Present 0
    Future 300
    Design Year 2,024

14. POPULATION SERVED
    Present 0
    Future 3
    Design Year 2024

15. AVERAGE DAILY FLOW FOR NEW OR EXISTING TREATMENT WORKS (GPD)
    Present
    Future
    Design Year

16. SOURCE OF WATER SUPPLY (if private well; give location, type, depth and character of soil)
    MONROE COUNTY WATER AUTHORITY

17. DESIGN EQUIVALENT POPULATION (BOD Basis)
    Design Flow
    GPD
    0.00%
    Design Plant Efficiency %

18. GIVE NUMBER, CHARACTER AND DISTANCE OF ANY BUILDINGS WHICH MAY BE AFFECTED BY THE PROPOSED TREATMENT WORKS
    N/A

19. DESCRIBE PROPOSED OR EXISTING STORM WATER DISPOSAL
    N/A

ADDITIONAL INFORMATION MUST BE SUBMITTED FOR PRIVATE AND INSTITUTIONAL SYSTEMS.

20. INDICATE OF U.S.G.S. TOPOGRAPHIC MAP EXACT LOCATION OF SEWAGE TREATMENT WORKS AND ADJACENT BUILDINGS. SHOW LOCATION OF ALL WELLS OR OTHER SOURCES OF WATER SUPPLY WITHIN 200' OF THE PROPOSED WORKS. GIVE DESCRIPTION OF THESE SOURCES AND CHARACTER OF SOIL.

21. STATE DEPTH BELOW EXISTING GROUND SURFACE AT WHICH GROUND WATER IS ENCOUNTERED
    >6.5'

22. DESCRIBE SOIL AT SITE OF PROPOSED WORKS. GIVE DESIGN BASIS AND OBSERVED SOIL PERCOLATION RATE DATA (Use additional sheet, if necessary)
    0"-7" LOAMY SAND
    7"-51" LOAMY FINE SAND
    51"-60" FINE SAND
    PER USDA SOIL SURVEY

DATE:

BSP-5 (3/75)
NOTE: All applications must be accompanied by plans, specifications and completed Form BSP-65 (appropriate portions). The submission must conform to a previously approved engineering report describing the system in detail. The plans must be stamped with the designing engineer’s seal and must be of sufficient clarity and eligibility to permit satisfactory microfilming. Only white prints will be accepted because of the difficulty of microfilming blue prints. There must be a blank area, at least 4” X 7”, in the lower right corner of each sheet so that the approval stamp may be placed on the face of the plans.

Any deviation from the Department’s standards for wastewater collection and treatment facilities must be explained in detail.

Approved plans are to be returned to: ☐ Applicant ☑ Engineer

If the application is signed by a person other than the applicant shown in Item 1, the application must be accompanied by a letter of authorization. Failure to comply with this provision may be grounds for the rejection of any submission.

I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signatures and Official Titles: ________________________________

Mailing Address: _______________________________________

Date of Application: ________________________________

REMARKS:

BSP-5 (3/75)
Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

### Part 1 - Project and Sponsor Information

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>2222 WEST HENRIETTA RD. SEWER EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a location map):</td>
<td>2222 WEST HENRIETTA RD., ROCHESTER NY 14623</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
<td>EXTEND THE EXISTING 8&quot; SANITARY SEWER 70 LF ACROSS THE FRONTAGE OF 2222 WEST HENRIETTA RD.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th>WEI LIU ZHI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>585-385-4485</td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>311 FRENCH RD.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/PO:</th>
<th>PITTSFORD</th>
</tr>
</thead>
<tbody>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>14534</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</th>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Does the proposed action require a permit, approval or funding from any other government Agency?</th>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, list agency(ies) name and permit or approval:</td>
<td>MCDOH</td>
<td></td>
</tr>
</tbody>
</table>

| 3. | a. Total acreage of the site of the proposed action? | .30 acres |
|-----------------------------------------------|-----------|
| b. Total acreage to be physically disturbed? | .03 acres |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | .30 acres |

<table>
<thead>
<tr>
<th>4. Check all land uses that occur on, are adjoining or near the proposed action:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban</td>
<td>✓</td>
</tr>
<tr>
<td>Rural (non-agriculture)</td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>✓</td>
</tr>
<tr>
<td>Residential (suburban)</td>
<td></td>
</tr>
<tr>
<td>Forest</td>
<td></td>
</tr>
<tr>
<td>Agriculture</td>
<td></td>
</tr>
<tr>
<td>Aquatic</td>
<td></td>
</tr>
<tr>
<td>Other(Specify):</td>
<td></td>
</tr>
<tr>
<td>Parkland</td>
<td></td>
</tr>
</tbody>
</table>
5. Is the proposed action,  
   a. A permitted use under the zoning regulations?  
      | NO | YES | N/A |  
      |    | ✔   |     |  
   b. Consistent with the adopted comprehensive plan?  
      |    | ✔   |     |  

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?  
   | NO | YES |  
   |    | ✔   |  

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?  
   If Yes, identify: ____________________________  
   | NO | YES |  
   |    | ✔   |     |  

8. a. Will the proposed action result in a substantial increase in traffic above present levels?  
   b. Are public transportation services available at or near the site of the proposed action?  
   c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?  
   | NO | YES |  
   | ✔  |     |     |  

9. Does the proposed action meet or exceed the state energy code requirements?  
   If the proposed action will exceed requirements, describe design features and technologies:  
   ____________________________  
   | NO | YES |  
   |    | ✔   |     |  

10. Will the proposed action connect to an existing public/private water supply?  
    If No, describe method for providing potable water: ____________________________  
    N/A  
    | NO | YES |  
    |    | ✔   |     |  

11. Will the proposed action connect to existing wastewater utilities?  
    If No, describe method for providing wastewater treatment: ____________________________  
    | NO | YES |  
    |    | ✔   |     |  

12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  
    b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?  
    | NO | YES |  
    | ✔  |     |     |  

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  
    b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  
    If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ____________________________  
    ____________________________  
    | NO | YES |  
    | ✔  |     |     |  

Page 2 of 3
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

- Shoreline
- Forest
- Agricultural/grasslands
- Early mid-successional
- Wetland
- Urban
- Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?

- Yes
- No

16. Is the project site located in the 100-year flood plan?

- Yes
- No

17. Will the proposed action create storm water discharge, either from point or non-point sources?
   If Yes,
   a. Will storm water discharges flow to adjacent properties?
   - Yes
   - No
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
   - Yes
   - No
   If Yes, briefly describe:

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?
   If Yes, explain the purpose and size of the impoundment:

- Yes
- No

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?
   If Yes, describe:

- Yes
- No

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?
   If Yes, describe:

- Yes
- No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Applicant/sponsor/name: MACON LARUE ASSOC.
Date: 2/14/24

Signature: ___________________________ Title: PE
### Part 1 / Question 7 [Critical Environmental Area]
No

### Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]
No

### Part 1 / Question 12b [Archeological Sites]
Yes

### Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]
No

### Part 1 / Question 15 [Threatened or Endangered Animal]
No

### Part 1 / Question 16 [100 Year Flood Plain]
No

### Part 1 / Question 20 [Remediation Site]
No
Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Schedule A – Information relating to conveyance

<table>
<thead>
<tr>
<th>Grantor/Transferor</th>
<th>Name (if individual, last, first, middle initial) mark an X if more than one grantor</th>
<th>Social Security number (SSN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Individual</td>
<td>Liu, Weizhi</td>
<td>065-82-0408</td>
</tr>
<tr>
<td>□ Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Estate/Trust</td>
<td>City                State           ZIP code</td>
<td>Employer Identification Number (EIN)</td>
</tr>
<tr>
<td>□ Single member LLC</td>
<td>Pittsford, NY 14524</td>
<td></td>
</tr>
<tr>
<td>□ Multi-member LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee/Transferee</th>
<th>Name (if individual, last, first, middle initial) mark an X if more than one grantee</th>
<th>SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Individual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Estate/Trust</td>
<td>City                State           ZIP code</td>
<td>EIN</td>
</tr>
<tr>
<td>□ Single member LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Multi-member LLC</td>
<td>Single member's name if grantee is a single member LLC (see instructions)</td>
<td></td>
</tr>
<tr>
<td>□ Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Location and description of property conveyed

<table>
<thead>
<tr>
<th>Tax map designation – Section, block &amp; lot (include dots and dashes)</th>
<th>SWIS code (six digits)</th>
<th>Street address</th>
<th>City, town, or village</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>262-066-140-120-002-001-048</td>
<td>2222 W. Henrietta Rd</td>
<td>Brighton</td>
<td>Monroe</td>
<td></td>
</tr>
</tbody>
</table>

Type of property conveyed (mark an X in applicable box)

1. [X] One- to three-family house
2. [ ] Residential cooperative
3. [ ] Residential condominium
4. [ ] Vacant land
5. [ ] Commercial/industrial
6. [ ] Apartment building
7. [ ] Office building
8. [ ] Four-family dwelling
9. [ ] Other ________________

Condition of conveyance (mark an X in all that apply)

a. [ ] Conveyance of fee interest
b. [ ] Acquisition of a controlling interest (state percentage acquired _________ %)
c. [ ] Transfer of a controlling interest (state percentage transferred _________ %)
d. [ ] Conveyance to cooperative housing corporation

Option:
e. [ ] Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)
f. [ ] Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
g. [ ] Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
h. [ ] Conveyance of cooperative apartment(s)
i. [ ] Syndication
j. [ ] Conveyance of air rights or development rights
k. [ ] Contract assignment
l. [ ] Option assignment or surrender
m. [ ] Leasehold assignment or surrender
n. [ ] Leasehold grant
o. [ ] Conveyance of an easement
p. [ ] Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
q. [ ] Conveyance of property partly within and partly outside the state
r. [ ] Conveyance pursuant to divorce or separation
s. [ ] Other (describe) ________________

For recording officer's use

<table>
<thead>
<tr>
<th>Amount received</th>
<th>Date received</th>
<th>Transaction number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule B, Part 1 $</td>
<td>Date</td>
<td>Number</td>
</tr>
<tr>
<td>Schedule B, Part 2 $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Schedule B – Real estate transfer tax return (Tax Law Article 31)

### Part 1 – Computation of tax due

<table>
<thead>
<tr>
<th>Description</th>
<th>Exemption claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3)</td>
<td>1.</td>
</tr>
<tr>
<td>Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)</td>
<td>2.</td>
</tr>
<tr>
<td>Taxable consideration (subtract line 2 from line 1)</td>
<td>3.</td>
</tr>
<tr>
<td>Tax: $2 for each $500, or fractional part thereof, of consideration on line 3</td>
<td>4.</td>
</tr>
<tr>
<td>Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)</td>
<td>5.</td>
</tr>
<tr>
<td>Total tax due* (subtract line 5 from line 4)</td>
<td>6.</td>
</tr>
</tbody>
</table>

### Part 2 – Computation of additional tax due on the conveyance of residential real property for $1 million or more

<table>
<thead>
<tr>
<th>Description</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter amount of consideration for conveyance (from Part 1, line 1)</td>
<td>2.</td>
</tr>
<tr>
<td>Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)</td>
<td>3.</td>
</tr>
<tr>
<td>Total additional transfer tax due* (multiply line 2 by 1% (.01))</td>
<td></td>
</tr>
</tbody>
</table>

### Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ........................................... a

  - Conveyance is to secure a debt or other obligation......................................................... b

  - Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance......................................................... c

  - Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts......................................................... d

  - Conveyance is given in connection with a tax sale .................................................................. e

  - Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F .................................................................................. f

  - Conveyance consists of deed of partition .................................................................................. g

  - Conveyance is given pursuant to the federal Bankruptcy Act .................................................. h

  - Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ......................................................... i

  - Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor’s personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ......................................................... j

  - Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ........................................................................... k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.
Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest. This is to certify that: (mark an X in the appropriate box)

1. □ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. □ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   a □ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   b □ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   c □ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   d □ The maximum principal amount secured by the credit line mortgage is $3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Note: for purposes of determining whether the maximum principal amount secured is $3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   e □ Other (attach detailed explanation).

3. □ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   a □ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   b □ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee’s agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. □ The real property being transferred is subject to an outstanding credit line mortgage recorded in __________________________ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is __________________________. No exemption from tax is claimed and the tax of __________________________ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

[Signature] Grantor signature
[Signature] Grantee signature
[Signature] Grantor signature
[Signature] Grantee signature

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.
Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under Exemption for nonresident transferors/sellers, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print full name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lui Zhang</td>
<td>Zhang Lui</td>
<td>3/5/24</td>
</tr>
</tbody>
</table>

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided.** If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, Nonresident Real Property Estimated Income Tax Payment Form, or Form IT-2664, Nonresident Cooperative Unit Estimated Income Tax Payment Form. For more information, see Payment of estimated personal income tax, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _________ to _________ (see instructions).

- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print full name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SEWER SYSTEM

<table>
<thead>
<tr>
<th>Ref.*</th>
<th>Point Under Review</th>
<th>Standard</th>
<th>This Project</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.</td>
<td>Is the proposed sewer system separate or combined?</td>
<td>Separate</td>
<td>separate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does sewage overflow from proposed intercepting sewers?</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>Is sewer system designed for estimated ultimate tributary population?</td>
<td>Yes</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>Are sewers sized to meet requirements of Section 32?</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>What average unit sewage flow (gpcd) is proposed for design? (See paragraph 11.24)</td>
<td>100 gpcd</td>
<td>100 gpcd</td>
<td></td>
</tr>
<tr>
<td>33.1</td>
<td>What is minimum diameter of sewers?</td>
<td>8&quot;</td>
<td>8&quot;</td>
<td></td>
</tr>
<tr>
<td>33.2</td>
<td>Are sewers designed deep enough to drain all basements and to prevent freezing?</td>
<td>Yes</td>
<td>NO/YES</td>
<td>WILL NOT DRAIN BSMT.</td>
</tr>
<tr>
<td>33.4</td>
<td>Will all sewers be constructed at or greater than the specified minimum gradient?</td>
<td>Yes</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does the design comply with requirements stated in subsections 33.5, 33.6,33.7,33.8,33.9</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>Are manholes designed and specified according to section 34?</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>34.3</td>
<td>What is minimum manhole diameter?</td>
<td>48&quot;</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Are inverted siphons, if any, designed in accordance with section 35?</td>
<td>Yes</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>38.</td>
<td>Where water lines are close to proposed sewers, does design protect water supplies according to section 38?</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Remarks including explanation of departures from standard practice:

*Reference numbers refer to numbers of Paragraphs, in Chapter 30, Recommended Standards for Wastewater Facilities – 1997 Edition

Former San 65
<table>
<thead>
<tr>
<th>Location of Sewer (name of street)</th>
<th>Total length (feet)</th>
<th>Diameter (in) &amp; Material</th>
<th>Min. &amp; Max. Slope (%)</th>
<th>Min. &amp; Max. Depth (feet)</th>
<th>Max. Manhole Interval (feet)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEST HENRIETTA RD.</td>
<td>70'</td>
<td>8&quot; PVC SDR-35</td>
<td>0.4%</td>
<td>6'/7.5'</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Sanitary Sewer

The existing home at 2222 West Henrietta Road is currently served by an onsite septic system. Portions of this system are failing, and the owner has chosen to extend the existing sewer located on the parcel at 2212 West Henrietta Road, across her property. This project will include connection to an existing sewer and the installation of 70 linear feet of SDR-35 sewer line. The sewer will terminate at the southerly property line of the subject property with a plug and 6” cleanout. The following documents are included for review and approval:

- MCDOH BSP-5
- SAN-65
- Easement Description
- Easement Map

Project Costs

Engineering and capital costs are to be funded privately by the homeowner.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Cost (estimate)</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Entrance Fee</td>
<td>$240.00</td>
</tr>
</tbody>
</table>

Additionally, the property owner will be required to pay an annual operation and maintenance fee to the Town of Brighton Consolidated Sewer District and Monroe County Pure Waters. Furthermore, the property owner will be required to pay the Monroe County Pure Waters District capital charge.

Tree Removal

No tree removal is required.
State Environmental Quality Review

Notice of Determination

Negative Declaration

Project Number: ER-06-24
Date: 6-24-2024

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

The Town of Brighton Department of Public Works, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Extend sanitary sewer

SEQR Status: Unlisted

Conditioned Negative Declaration: No

Description of Action: Extend 70 linear feet of 8 inch sanitary sewer at 2222 West Henrietta Rd

Location: 2222 West Henrietta Road

Findings and Reasons Supporting This Determination:

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


The proposed Project will not create any significant adverse impact in the existing air quality or water quality, nor in solid waste production, nor potential for erosion, nor promote drainage problems.


The Project will not impact the neighborhood character of the surrounding area nor will it create any adverse noise or visual impacts.
The Project will not be detrimental to the health, safety or general welfare of persons residing or working in the area of the proposed use and will not be detrimental or injurious to property and improvements in the area or to the general welfare of the Town.

3. Agriculture, Archeology, Historic, Natural, or Cultural Resources.

The Project will not adversely impact agricultural, archeological, historical, natural, or cultural resources. There is minimal physical disturbance in an already developed area.


The Project will not have a significant adverse impact on plant or animal life. There is no change from the current situation with regard to any impacts.

5. Community Plans, Use of Land, and Natural Resources.

There is minimal physical disturbance in an already developed area.

6. Critical Environmental Area.

The Project will not have an impact on any designated Critical Environmental Area as set forth in 6 N.Y.C.R.R. Section 617.14(g).

7. Traffic.

There will be no impact to traffic.


The Project is subject to all applicable Federal, State, and Local laws, regulations, and code requirements including all requirements of the Town of Brighton, Monroe County Department of Transportation, Monroe County Water Authority, Monroe County Department of Health, and New York State Department of Environmental Conservation.

Pursuant to SEQRA, based on the abovementioned information, documentation, testimony, correspondence, and findings, and after examining the relevant issues, including all relevant issues raised and recommendations offered by Town Staff, the Lead Agency determines that the Project will not have a significant adverse impact on the environment, which constitutes a negative declaration, and, therefore, SEQRA does not require further action relative to the Project.

The Town of Brighton Department of Public Works, as Lead Agency, has made the following additional determinations:

A. The Lead Agency has met the procedural and substantive requirements of SEQRA.

B. The Lead Agency has carefully considered each and every criterion for determining the
potential significance of the Project upon the environment as set forth in SEQRA, and the Lead Agency finds that none of the criteria for determining significance set forth in SEQRA would be implicated as a result of the Project.

C. The Lead Agency has carefully considered (that is, has taken the required “hard look” at) the Project and the relevant environmental impacts, facts, and conclusions in connection with same.

D. The Lead Agency has made a reasoned elaboration of the rationale for arriving at its determination of environmental non-significance, and the Lead Agency’s determination is supported by substantial evidence, as set forth herein

E. To the maximum extent practicable, potential adverse environmental impacts will be largely avoided or minimized by the Applicant’s careful incorporation in its application materials of measures designed to avoid such impacts that were identified as practicable.

Date Issued: 6-24-2024

For further information:

Contact Person: Chad Roscoe, Junior Engineer

Address: Town of Brighton
          2300 Elmwood Avenue
          Rochester, NY 14618

Email: chad.roscoe@townofbrighton.org
Telephone: 585-784-5224
Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

<table>
<thead>
<tr>
<th>Question</th>
<th>No, or small impact may occur</th>
<th>Moderate to large impact may occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>2. Will the proposed action result in a change in the use or intensity of use of land?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>3. Will the proposed action impair the character or quality of the existing community?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>7. Will the proposed action impact existing: a. public / private water supplies?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>b. public / private wastewater treatment utilities?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>11. Will the proposed action create a hazard to environmental resources or human health?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Brighton Dept. of Public Works
Chad Roscoe Name of Lead Agency 6-24-2024 Date
Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency
NEW BUSINESS
CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

THAT THE CLAIMS NUMBERED 3094 THROUGH 3341 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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - General</td>
<td>369,862.94</td>
</tr>
<tr>
<td>D - Highway</td>
<td>264,656.97</td>
</tr>
<tr>
<td>H - Capital</td>
<td>238,544.41</td>
</tr>
<tr>
<td>L - Library</td>
<td>73,438.23</td>
</tr>
<tr>
<td>SB - Business Improvement District</td>
<td>200.00</td>
</tr>
<tr>
<td>SD - Drainage District</td>
<td>256.00</td>
</tr>
<tr>
<td>SL - Lighting Dist</td>
<td>30,816.28</td>
</tr>
<tr>
<td>SP - Parks District</td>
<td>1,335.00</td>
</tr>
<tr>
<td>SS - Sewer District</td>
<td>36,476.67</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$1,015,586.50</strong></td>
</tr>
</tbody>
</table>

UPON ROLL CALL MOTION CARRIED

APPROVED BY:

SUPERVISOR
William W. Moehle

COUNCIL MEMBER
Nathaniel Salzman

COUNCIL MEMBER
Christopher Werner

COUNCIL MEMBER
Robin Wilt

COUNCIL MEMBER
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.

July 24, 2024

DATE

TOWN CLERK
Daniel Aman
<table>
<thead>
<tr>
<th>CLAIM #</th>
<th>VENDOR NUMBER</th>
<th>VENDOR NAME</th>
<th>INVOICE NUMBER</th>
<th>INVOICE DESCRIPTION</th>
<th>INVOICE DATE</th>
<th>INVOICE AMOUNT</th>
<th>INVOICE STATUS</th>
<th>PAYMENT DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3094</td>
<td>1514</td>
<td>ADMAR SUPPLY</td>
<td>RO2060204</td>
<td>PORTABLE TOILET RENTAL FOR JULY 4TH EVENT</td>
<td>7/5/2024</td>
<td>$757.50</td>
<td>Open</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADMAR SUPPLY Total</td>
<td></td>
<td></td>
<td></td>
<td>$757.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3095</td>
<td>10315</td>
<td>AETNA, INC.</td>
<td>74395239</td>
<td>RETIREE MEDICAL PREMIUMS FOR AUGUST 2024</td>
<td>7/10/2024</td>
<td>$18,445.62</td>
<td>Open</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AETNA, INC. Total</td>
<td></td>
<td></td>
<td></td>
<td>$18,445.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3096</td>
<td>10567</td>
<td>ELAINA ALSTON</td>
<td>70424</td>
<td>MUSICAL PERFORMANCE FOR JULY 4TH EVENT</td>
<td>7/4/2024</td>
<td>$200.00</td>
<td>Open</td>
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<td></td>
<td>ELAINA ALSTON Total</td>
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<td></td>
<td></td>
<td>$200.00</td>
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<td></td>
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<tr>
<td>3097</td>
<td>8122</td>
<td>ALTA CONSTRUCTION EQUIP. NY, LLC dba VANTAGE EQUIP</td>
<td>E11/1266</td>
<td>2024 VOLVO L90H LOADER</td>
<td>5/28/2024</td>
<td>$233,109.00</td>
<td>Open</td>
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<td>ALTA CONSTRUCTION EQUIP. NY, LLC dba VANTAGE EQUIP Total</td>
<td></td>
<td></td>
<td></td>
<td>$233,109.00</td>
<td></td>
<td></td>
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<tr>
<td>3098</td>
<td>8889</td>
<td>AMAZON.COM, INC.</td>
<td>1MLP-DGXX-94K7</td>
<td>PARTS FOR STRING TRIMMER</td>
<td>7/1/2024</td>
<td>$65.36</td>
<td>Open</td>
<td></td>
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<td></td>
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<td>AMAZON.COM, INC. Total</td>
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<td></td>
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<td>$65.36</td>
<td></td>
<td></td>
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<tr>
<td>3099</td>
<td>10750</td>
<td>AMBITEC, INC d/b/a RTS TACTICAL</td>
<td>1111767</td>
<td>SHIELDS</td>
<td>6/25/2024</td>
<td>$12,959.94</td>
<td>Open</td>
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<tr>
<td></td>
<td></td>
<td>AMBITEC, INC d/b/a RTS TACTICAL Total</td>
<td></td>
<td></td>
<td></td>
<td>$12,959.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3100</td>
<td>5198</td>
<td>AMERICAN RENTALS dba DUKE CO.</td>
<td>1579016</td>
<td>PORTLAND CEMENT</td>
<td>7/2/2024</td>
<td>$735.00</td>
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<td></td>
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<td>AMERICAN RENTALS dba DUKE CO. Total</td>
<td></td>
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<td>$735.00</td>
<td></td>
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</tr>
<tr>
<td>3101</td>
<td>5530</td>
<td>APPLIED BUSINESS SYSTEMS, INC.</td>
<td>2024-00000300</td>
<td>POSTAGE DEPOSIT FOR 2024 SCHOOL TAX BILLS</td>
<td>7/3/2024</td>
<td>$2,700.00</td>
<td>Open</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>APPLIED BUSINESS SYSTEMS, INC. Total</td>
<td></td>
<td></td>
<td></td>
<td>$2,700.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3102</td>
<td>59</td>
<td>BAKER &amp; TAYLOR, INC.</td>
<td>2038315030</td>
<td>2024 YA Books Standing Order</td>
<td>6/1/2024</td>
<td>$8.63</td>
<td>Open</td>
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</tr>
<tr>
<td>3103</td>
<td>59</td>
<td>BAKER &amp; TAYLOR, INC.</td>
<td>2038315031</td>
<td>2024 YA Books Standing Order</td>
<td>6/1/2024</td>
<td>$198.28</td>
<td>Open</td>
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</tr>
<tr>
<td>3104</td>
<td>59</td>
<td>BAKER &amp; TAYLOR, INC.</td>
<td>2038346685</td>
<td>2024 MEDIA AV Standing Order</td>
<td>6/5/2024</td>
<td>$68.74</td>
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<tr>
<td>3105</td>
<td>59</td>
<td>BAKER &amp; TAYLOR, INC.</td>
<td>2038330468</td>
<td>2024 CHILDRENS Books Standing Order</td>
<td>6/6/2024</td>
<td>$31.50</td>
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</tr>
<tr>
<td>3106</td>
<td>59</td>
<td>BAKER &amp; TAYLOR, INC.</td>
<td>2038330469</td>
<td>2024 CHILDRENS Books Standing Order</td>
<td>6/6/2024</td>
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<tr>
<td>3107</td>
<td>59</td>
<td>BAKER &amp; TAYLOR, INC.</td>
<td>2038330470</td>
<td>2024 CHILDRENS Books Standing Order</td>
<td>6/6/2024</td>
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</tr>
<tr>
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**TOTALS:**

- **CROSMAN SEED CORP Total:** $1,960.00
- **D & W DIESEL, INC. Total:** $216.08
- **DEERE & COMPANY Total:** $13,971.66
- **DEPOSITORY TRUST COMPANY, THE Total:** $183,676.88
- **DEIMAL SECURITY SYSTEMS, INC. Total:** $168.30
- **DYSON TENNIS ACADEMY Total:** $910.00
- **ECONOMY PRODUCTS & SOLUTIONS INC. Total:** $841.50
- **ENVISIONWARE, INC. Total:** $1,245.10
- **EXCELLUS BLUECROSS BLUESHIELD Total:** $887.36
- **EXODUS EXTERMINATING, INC. Total:** $57.75
- **FITZSIMMONS ELECTRIC, LLC Total:** $725.00
- **FLOWER CITY COMMUNICATIONS Total:** $2,459.44
- **FORBES COURT REPORTING SERVICES, LLC Total:** $262.00
- **FRONTIER COMMUNICATIONS Total:** $1,014.59

**TOWN OF BRIGHTON CLAIMS ABSTRACT FOR 7/24/2024 CLAIM NUMBER 3094 THROUGH 3341**
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**Total**

- **JOSEPH A GONZALEZ Total**: $800.00
- **GREYSTONE LAWN & LANDSCAPE, LLC Total**: $4,652.00
- **JOSEPH B. GRILLS Total**: $800.00
- **HAHN AUTOMOTIVE WAREHOUSE, INC. dba NU-WAY AUTO Total**: $142.26
- **HANSON AGRGREGATES / B.R.DEWITT Total**: $2,442.19
- **HARRIS BEACH PLLC Total**: $5,195.41
- **BEN HEFFRON Total**: $170.00
- **HILLRISE EQUESTRIAN CENTER, INC. Total**: $483.20
- **HOME DEPOT, THE Total**: $502.18
- **ALLEN P. HOPKINS Total**: $70.00
- **HORIZON MEASUREMENTS, INC. Total**: $19,180.00
- **IMMEDIATE MAILING SERVICE, INC. Total**: $1,737.42
- **INTELLICORP RECORDS, INC. Total**: $290.85
- **INTERPRETEK Total**: $432.00
- **INTERSTATE BATTERY SYSTEM OF ROCHESTER Total**: $180.94
- **JOE JOHNSON EQUIPMENT Total**: $1,155.06

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**TOTALS**

**MONROE COUNTY LIBRARY SYSTEM Total**

$28,570.79

**MIRIAM MOORE Total**

$89.38

**MVP HEALTH CARE, INC. Total**

$269,396.88

**NAPA AUTO PARTS Total**

$41.28

**NOCO ENERGY CORP Total**

$969.79

**NORTHERN STAR MEDICAL HEALTH, PLLC Total**

$984.00

**OVERDRIVE, INC. Total**

$6,590.08

**PAYCHEX, INC. Total**

$1,430.00

**PAYMENTECH, LLC Total**

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**PLAYAWAY PRODUCTS LLC Total**

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**PREFERRED MEDICAL NETWORK, LLC Total**

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<tr>
<td>3335</td>
<td>10617</td>
<td>WELLNESS 360 PHYSICAL THERAPY AND MASSAGE PLLC</td>
<td>1093</td>
<td>To provide Senior Wellness &amp; Fitness Programming</td>
<td>6/19/2024</td>
<td>$692.30</td>
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<td>3336</td>
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<td>VICTORIA WILSON</td>
<td>2410579-2</td>
<td>January-June 2024 mileage</td>
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<td>3337</td>
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<td>WRIGHT RISK MANAGEMENT CO., LLC</td>
<td>CI-WrightPE-9374</td>
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<td>5/16/2024</td>
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<td>3339</td>
<td>1623</td>
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<td>21101</td>
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<td>10754</td>
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**Grand Total**: $1,015,586.50
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLLE,

Supervisor

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

Councilmembers

BE IT RESOLVED, that correspondence dated July 15, 2024 from Recreation Director Rebecca Cotter requesting authorization to solicit bids for the demolition and removal of the “Milking Barn Structure” at 1425 Westfall Road in the Town of Brighton, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the solicitation of bids for the demolition and removal of the “Milking Barn Structure” at 1425 Westfall Road in the Town of Brighton.

Dated:  July 24, 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    ___
July 15, 2024

Honorable Finance Committee Members
Brighton Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

Dear Finance Committee Members:

I respectfully request permission for the Department of Public Works to seek the necessary bids for the demolition and removal of the “Milking Barn Structure” at 1435 Westfall Rd, site of the Winter Farmers Market. It has been deemed necessary to remove this structure in our efforts to continue to make the site useable in the future.

The Brighton Department of Public Works will be overseeing the bid process and related work to be done once the bid is awarded.

I am happy to answer any questions you may have in this matter.

Respectfully,

Rebecca Cotter
Recreation Director
Town of Brighton
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 July 10, 2024 from Accountant Amy Banker requesting approval of a budget amendment to transfer $3,895.00 from account A.HWY.5132.4.41 (Maintenance/Repair Service) to account A.HWY.5132.2.63 (Bldg. Improvement) to fund the addition of a mini-split (A/C) unit in the Mechanic’s Shop, be received and filed; and it is further

RESOLVED, that the Town Board hereby approves a budget amendment to transfer $3,895.00 from account A.HWY.5132.4.41 (Maintenance/Repair Service) to account A.HWY.5132.2.63 (Bldg. Improvement) to fund the addition of a mini-split (A/C) unit in the Mechanic’s Shop.

Dated: July 24, 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 ____
To: Honorable Finance Committee  
From: Amy Banker  
Date: July 10, 2024  
Re: Budget Transfer  

I am requesting that $3,895 be transferred from A.HWY.5132 4.41 (maintenance/repair service) to A.HWY.5132 2.63 (Bldg. Improvement). Sewer has available funding in SS.SEWER.8120 200’s.

Funds are needed to add a mini-split (A/C) unit in the Mechanics shop. The shop is currently connected to the office unit and it does not cool the shop as well as it should; the office temp would have to be set much lower to properly cool the garage. This is not a planned purchase and was not originally budgeted. Purchase will be made using a three price quote.

I can answer any questions if needed.

Amy Banker  
Amy Banker  
Accountant

Cc: J. Sprague  
B. Monroe  
E. Johnson
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 Local Law #__ of 2024 known as “A Local Law to Amend Chapter 211 of the Code of the Town of Brighton (Flood Damage Prevention),” be received and filed, and be it further

RESOLVED, that a public hearing to consider the adoption of said Local Law shall be held at the Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, County of Monroe, on August 28, 2024 at 7:00 p.m. or as soon thereafter as the matter may be heard, and be it further

RESOLVED, that the Town Clerk is hereby directed to publish and distribute such notice as is required by law for said public hearing.

Dated: July 24, 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. ___ 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.

Section 211-6 of Chapter 211 (Flood Damage Prevention) of the Code of the Town of Brighton is hereby repealed in its entirety and replaced with the following:

§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 360410 are identified and defined on the following documents prepared by the Federal Emergency Management Agency.

(1) Flood Insurance Rate Map Panel(s): 36055C0217H, whose effective date is July 31, 2024, and any subsequent revisions to these map panels that do not affect areas under our community’s jurisdiction.

(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.

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.
July 16, 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, Section 3.2

Dear Supervisor Moehle and Town Board Members:

At the June 12, 2024, Town Board meeting, the Board approved adopting the FEMA required changes to the Town’s Chapter 211-Flood Damage Protection code. During the approval process, the NYSDEC was concurrently reviewing our proposed draft code for compliance with the FEMA requirements. After the June meeting, the NYSDEC notified us of additional changes needed to Section 3.2 of the Chapter 211 recently adopted code. A copy of these minor revisions has been sent to the Town Attorney for his review.

I am requesting that the Town Board initiate the review and approval process for the amended Chapter 211 – Flood Damage Protection, Section 3.2 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 July 24, 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
3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the Town of Brighton, Community Number 360410 are identified and defined on the following documents prepared by the Federal Emergency Management Agency.

(1) Flood Insurance Rate Map Panel(s):

36055C0217H

whose effective date is July 31, 2024 and any subsequent revisions to these map panels that do not affect areas under our community’s jurisdiction.

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

(3) Flood Insurance Rate Map Panel(s):


whose effective date is August 28, 2008 and any subsequent revisions to these map panels that do not affect areas under our community’s jurisdiction.


The above documents are hereby adopted and declared to be a part of this Local Law. The Flood Insurance Study and/or maps are on file at:

_________________________________________________________________________
_________________________________________________________________________
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 July 18, 2024 from Recreation Director Rebecca Cotter regarding a request to accept a donation from Christine Corrado in the amount of $280.00 to support the Brighton Recreation Department August Brighton Community Bike Ride, be received and filed; and it is further

RESOLVED, that the Town Board hereby gratefully accepts a donation from Christine Corrado in the amount of $280.00 to support the Brighton Recreation Department August Brighton Community Bike Ride and hereby amends the 2024 budget to reflect that said donation by increasing account A.REC.7310.2705 (Recreation Department Gifts and Donations).

Dated: July 24, 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  

July 18, 2024

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

Re: $280.00 Donation to Brighton Recreation from C. Corrado

Dear Honorable Members:

I am requesting that your Honorable Town Board accept a donation in the amount of $280 in support of the Brighton Recreation Department August Brighton Community Bike Ride.

This donation was received from Brighton Town Council Member Christine Corrado. Funds will be recorded as a revenue in the Recreation Department Gifts and Donations account (A.Rec.7310 2705) and will be used to offset the cost of the program. Please see attached communication from Council Member Corrado.

Sincerely,

Rebecca J. Cotter
Recreation Director
Town of Brighton

Encl.
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 of the Town of Brighton (the “Town”) proposes to authorize the issuance of $10,750,000 in serial bonds of the Town to finance the construction of improvements to the Town Hall (the “Project”), at an estimated maximum cost of $11,790,000; and

WHEREAS, pursuant to the requirements of the State Environmental Quality Review Act (“SEQRA”), the Town must consider pursuant to criteria set forth in SEQRA the environmental implications of the Project; and

WHEREAS, certain actions are classified under SEQRA as Type II actions; and

WHEREAS, Type II actions are those actions, or classes of actions, which have been found categorically to not have significant adverse impacts on the environment, or actions that have been statutorily exempted from SEQRA review, and Type II actions do not require preparation of an Environmental Assessment Form, a negative or positive declaration, or an Environmental Impact Statement; and

WHEREAS, Type II actions do not require any further SEQRA review; and

WHEREAS, the Town has considered under SEQRA the environmental impact of which will be separately considered, and finds that each of the actions meets the requirement for a Type II action; and
WHEREAS, pursuant to 6 NYCRR Section 617.5 (c), the Project is determined to be Type II actions because they involve the following requiring no further review by the Town:

617.5 (c) (1) maintenance or repair involving no substantial changes in an existing structure or facility;
617.5 (c) (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4;
617.5 (c) (9) construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

NOW THEREFORE, BE IT RESOLVED, that Memorandum dated July 1, 2024 from Environmental Review Liaison Officer Rick DiStefano regarding the determination that the Project is a Type II action, be received and filed, and be it further RESOLVED, that the Town Board hereby determines that the Project constitutes a Type II action as defined under SEQRA, and does not require an environmental impact statement or any other determination or procedure.

Dated: July 24, 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 ___
24 July 2024

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

Re: State Environmental Quality Review Act Review
   Town Hall Renovation Project

Dear Honorable Members:

The planned renovation of the Town of Brighton Town Hall has been reviewed under the State Environmental Quality Review (SEQR) Act by the Town’s Building and Planning Department staff. This review has found that the proposed project meets the requirements for a Type II action and that no further review is necessary under SEQR. Senior Planner DiStefano’s memorandum documenting this review and conclusion is attached.

Sincerely,

James P. Sprague, P.E.
Commissioner of Public Works

cc: Supervisor Moehle, Director of Finance Johnson
MEMORANDUM
TOWN OF BRIGHTON

TO: Earl Johnson, Director of Finance
    James Sprague, Commissioner of Public Works

FROM: Rick DiStefano, Environmental Review Liaison Officer

DATE: July 1, 2024

RE: Town Hall Renovation Project
    SEQR Type II Actions

The Town Hall Renovation Project consists of renovating the 25,200 +/- sf portion of Brighton Town Hall
known as the “Town Hall,” constructing a 695 sf Facilities addition, reconfigure and expand the Town
Hall campus parking field, installation of geothermal wells, landscaping improvements and the
relocation/addition of site features/amenities on property located at 2300 Elmwood Avenue.

After reviewing and considering the project pursuant to 6NYCRR Part 617, State Environmental Quality
Review (SEQR), Section 617.5, Type II Actions, specifically Sections 617.5(c)(1), 617.5(c)(2) and
617.5(c)(9), it has been determined that the project meets the requirements for a Type II action and that no
further review is necessary pursuant to SEQR.
BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF
BRIGHTON, MONROE COUNTY, NEW YORK (THE “TOWN”),
AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE
TOWN HALL; STATING THE MAXIMUM ESTIMATED COST
THEREOF IS $11,790,000; APPROPRIATING SAID AMOUNT
THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO
$10,750,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID
APPROPRIATION

WHEREAS, the Town Board (the “Board”) of the Town of Brighton, Monroe County, New York (the “Town”) proposes to authorize the issuance of $10,750,000 in serial bonds of the Town to finance the construction of improvements to the Town Hall (the “Project”), at an estimated maximum cost of $11,790,000; and

WHEREAS, prior to the adoption of this resolution, the Town Board determined pursuant to the State Environmental Quality Review Act and the regulations of the Department of Environmental Conservation promulgated thereunder (collectively, “SEQRA”), determined that the Project constitutes a “Type II” action within the meaning of the SEQRA and therefore no further action under SEQRA with respect to the Project need be taken by the Town Board; and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town’s serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (the “Town Board”) of the Town of Brighton, Monroe County, New York (the “Issuer” or the “Town”) (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Town is hereby authorized to undertake the construction of improvements to the Town Hall. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is $11,790,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the $10,750,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, (ii) the application of up to $1,040,000 in grant monies expected to be received from the Town to pay or reimburse costs of the Project (including the possible repayment of bond anticipation notes issued to finance such costs), and (iii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 2. Serial bonds of the Town in the principal amount of $10,750,000 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”) to finance the Project.

SECTION 3. It is hereby determined that the period of probable usefulness of the aforementioned class of object or purpose is thirty (30) years, pursuant to subdivision 11(a)(1). of paragraph a. of Section 11.00 of the Law.
SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town (the “Town Supervisor”). Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for the class of object or purpose authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for one or more object or purpose authorized by other resolutions of the Board, then the power of the Board to determine the “weighted average period of probable usefulness” (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on
the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Town Supervisor is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 11. Pursuant to subdivision b. of Section 35.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article 7 of the Town Law of the State of New York (the “Town Law”). Pursuant to Section 220(2) of the Town Law, the Board may subject to permissive referendum “[p]urchase, lease, construct, alter or remodel a town hall, a town lockup or any other necessary building for town purposes, acquire necessary lands therefor, and equip and furnish such buildings for such purposes, or to demolish or remove any town building.” The Town Clerk is hereby authorized and directed, within ten (10) days after the date of adoption of this resolution, to publish and post a notice satisfying the requirements of Sections 90 and 220 of the Town Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Town for such purpose.

SECTION 12. This resolution shall take effect thirty (30) days after the date of its adoption or, if within such thirty (30) day period there is filed with the Town Clerk a petition subscribed and acknowledged by the number of qualified electors of the Town required by Section 91 of the Town Law and in the manner specified in such Section, until approved by the affirmative vote of a majority of such qualified electors voting on a proposition for its approval.

SECTION 13. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or
such obligations are authorized in violation of the provisions of the constitution.

SECTION 14. Upon this resolution becoming effective, the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk substantially the form provided in Section 81.00 of the Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<table>
<thead>
<tr>
<th>AYE</th>
<th>NAY</th>
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<tr>
<td>Town Board Member Corrado</td>
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<tr>
<td>Town Board Member Wilt</td>
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<tr>
<td>Town Board Member Salzman</td>
<td></td>
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<tr>
<td>Town Board Member Werner</td>
<td></td>
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<tr>
<td>Town Supervisor Moehle</td>
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</table>

The resolution was thereupon declared duly adopted by a vote of ____ ayes and ____ nays.

Date: July 24, 2024
STATE OF NEW YORK   )
COUNTY OF MONROE    ) ss.:

I, the undersigned Town Clerk of the Town of Brighton, Monroe County, New York (the “Town”) DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Town Clerk of the Town and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board of the Town was held on July 24, 2024 (the “Meeting”), and minutes of said Meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Town Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at the Meeting of the Town Board held on July 24, 2024 and entitled:

   BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN HALL; STATING THE MAXIMUM ESTIMATED COST THEREOF IS $11,790,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO $10,750,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION

4. That the Meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of the Meeting was given. A legal quorum of members of the Town Board was present throughout the Meeting, and a legally sufficient number of members (2/3’s of the Town Board) voted in the proper manner for the adoption of the Bond Resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to the Meeting and the adoption of the Bond Resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of the Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of the Town Board had due notice of the Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Brighton this 24th day of July, 2024.

TOWN OF BRIGHTON

[SEAL] By: ______________________________
Daniel Aman, Town Clerk
PUBLIC NOTICE
TOWN OF BRIGHTON

NOTICE IS GIVEN, that the Town Board (the “Town Board”) of the Town of Brighton, Monroe County, New York (the “Town”), at a regular meeting held on July 24, 2024, duly adopted, subject to a permissive referendum, a resolution, an abstract of which is as follows below.

In accordance with Article 7 of the New York State Town Law, such bond resolution will take effect thirty (30) days after the date of its adoption, unless prior to the close of such thirty-day period there is filed with the Town Clerk a petition, subscribed and acknowledged by that number of electors of the Town qualified to vote upon a proposition to raise or expend money equal to at least five percent (5%) of the total vote cast for governor in the Town in the last general election for state officers, but which number of electors shall not be less than 100, protesting against such resolution and requesting that it be submitted for approval or disapproval by the qualified electors of the Town. If such a qualifying petition is filed, a proposition for approval of the resolution shall be submitted at a general or special Town election in accordance with Article 7 of Town Law.

Such Resolution was entitled:

BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN HALL; STATING THE MAXIMUM ESTIMATED COST THEREOF IS $11,790,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO $10,750,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

1. The resolution authorized the Town to undertake the construction of improvements to the Town Hall. It was determined that the maximum estimated cost of the aforementioned class of object or purpose is $11,790,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the $10,750,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, (ii) the application of up to $1,040,000 in grant monies expected to be received from the Town to pay or reimburse costs of the Project (including the possible repayment of bond anticipation notes issued to finance such costs), and (iii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

2. Serial bonds of the Town (including, without limitation, statutory installment bonds) in the principal amount of $10,750,000 are authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the “Law”) to finance said appropriation.
3. It was determined that the period of probable usefulness of the aforementioned class of object or purpose is thirty (30) years, pursuant to subdivision 11(a)(1). of paragraph a. of Section 11.00 of the Law.

4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is authorized pursuant to Section 165.10 of the Law, for the capital purposes described in the resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by Section 1 of the resolution. The resolution shall constitute a declaration of “official intent” to reimburse the expenditures authorized by the resolution with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to the resolution.

6. Each of the serial bonds authorized by the resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

7. The Town Board delegated to the Town Supervisor of the Town the powers and duties of the Town Board relative to authorizing the issuance of said bonds, and any bond anticipation notes including renewals thereof, issued in anticipation of said bonds and prescribing the terms, form and content thereof.

8. The Town Supervisor was further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by the resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by the resolution and any notes issued in anticipation thereof, if applicable, as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

9. The Town Supervisor was further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by the resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.
10. The bond resolution was determined to be subject to permissive referendum.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK.

Dated: July 24, 2024
I, Daniel Aman, being duly sworn, deposes and says:

I am over the age of 18 years; and, on July ____, 2024, I posted a true and correct copy of the attached Public Notice of the Town of Brighton, Monroe County, New York (the “Town”) on the Town’s official bulletin board located within the Town Hall and on the Town’s website.

TOWN OF BRIGHTON

By: __________________________
Daniel Aman, Town Clerk
CERTIFICATE OF NO PROTEST

I, Daniel Aman, in my capacity as Town Clerk of the Town of Brighton, Monroe County, New York (the “Town”), DO HEREBY CERTIFY, as follows:

1. The Town Board of the Town at a meeting thereof duly called and held on July 24, 2024, adopted a Bond Resolution, a true, correct and certified copy which is attached hereto.

2. No petition or petitions protesting said resolution have been submitted or filed with the Town Clerk of the Town and the 30-day period has elapsed for submission and filing of a valid petition.

IN WITNESS WHEREOF, I have signed and affixed the corporate seal of the Town this ____ day of August, 2024.

TOWN OF BRIGHTON

[SEAL] By: ______________________________
Daniel Aman, Town Clerk
ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on July 24, 2024 by the Town Board of the Town of Brighton, Monroe County, New York, and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Brighton is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Daniel Aman, Town Clerk
Town of Brighton

SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Town Board of the Town of Brighton on July 24, 2024.

1. The resolution is entitled “BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON, MONROE COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE TOWN HALL; STATING THE MAXIMUM ESTIMATED COST THEREOF IS $11,790,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO $10,750,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION”.

2. **Object or Purpose**: the construction of improvements to the Town Hall.

3. **Period of Probable Usefulness**: 30 years.

4. **Amount of Debt Obligations Authorized**: $10,750,000.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Town Clerk, Town of Brighton Town Hall, 2300 Elmwood Avenue, Rochester, New York 14618.
# BRIGHTON TOWN HALL
## BOND RESOLUTION CALCULATION

**JULY 23, 2024**

**BAN BORROWING EST EARLY 2025**

**FULL BOND ESTIMATED 2027**

<table>
<thead>
<tr>
<th>TROPHY POINT DESIGN DEVELOPMENT ESTIMATE</th>
<th>Dated 07/23/24</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RENOVATION/ADDITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BASE BID</td>
<td>10,609,987</td>
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<tr>
<td>ALTERNATES</td>
<td>109,406</td>
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<tr>
<td>RENOVATION CONTINGENCY</td>
<td>1,070,607</td>
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<tr>
<td><strong>TOTAL PROJECT COST</strong></td>
<td></td>
<td><strong>$11,790,000</strong></td>
</tr>
</tbody>
</table>

| AVAILABLE ARPA/GRANT FUNDS               | 1,040,000      |

| TOTAL BOND RESOLUTION                   | **$10,750,000** |
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 July 23, 2024 from Town Supervisor William W. Moehle regarding a request to authorize the Supervisor to execute a Revocable Permit For Non-Commercial Use of Facilities (the “Agreement”) with The State of New York, by and on behalf of Empire State University, related to the temporary relocation of the Town Hall offices during the renovation of Town Hall, be received and filed; and it is further

RESOLVED, that the approval of the Agreement is a Type II Action under the New York State Environmental Quality Review Act consisting of the “minor temporary uses of land having negligible or no permanent impact on the environment” under 6 NYCRR 617.5(c)(21); and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the Agreement with The State of New York, by and on behalf of Empire State University, related to the temporary relocation of the Town Hall offices during the renovation of Town Hall, subject to the review and approval of the form of the Agreement by the attorney to the Town.

Dated: July 24, 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 ____
DATE: July 23, 2024
TO: Brighton Town Board
FROM: William W. Moehle, Town Supervisor
RE: Town Hall Renovation Project-
Empire State University License Agreement

Town Hall has not been renovated since it opened in 1953. We have added the library and public safety wing, but the central structure that comprises the original Town Hall has been largely left untouched. Our HVAC system, which has been maintained through creative fixes and temporary solutions, is outdated and nearly defunct. We have made do with individual air conditioning units, personal heaters, and the accommodating attitudes of employees and visitors, who may experience vastly fluctuating, uncomfortable temperatures throughout the building.

When it became evident during the COVID-19 pandemic that the disease was spread primarily through the air droplets of infected people, the need for proper air exchange and filtration became critical. Again, we utilized stopgap measures by using free-standing, high-volume air exchangers and smaller, individual air purifiers to try and mitigate the failures of our current system. Clearly, the situation needs to be addressed. Given the level of work necessary to update the HVAC, renovating the building is logical and ultimately less costly than shoehorning in a new system only to eventually renovate this 71 year old building, again relocating offices and staff, and amassing more cost.

Importantly, the renovation will include geothermal technology for the HVAC system, underscoring our commitment to sustainability and lowering future energy costs. Town Hall will become more accessible with an attractive ramp addition to the front steps, rather than making everyone with mobility issues enter through the rear of the building, demonstrating our dedication to inclusivity. Some architectural elements lost over the years will be returned; our lobby will retain the murals; the auditorium will become purpose built for Town Board meetings; additional meeting spaces will be created downstairs; and offices will meet the needs of the modern workplace.

The first step in implementing this project is to relocate Town Hall. To that end, following is a license agreement with SUNY Empire State University for the temporary relocation of Town Hall to their Brighton campus on Westfall Road. I respectfully request that you support this agreement.
The State University of New York, by and on behalf of EMPIRE STATE UNIVERSITY
AND
Town of Brighton

REVOCABLE PERMIT FOR NON-COMMERCIAL USE OF FACILITIES

This REVOCABLE PERMIT for Non-Commercial Use of Facilities ("Agreement") is made on the ___ day of June, 2024, by and between Town of Brighton, having its principal place of business located at 2300 Elmwood Avenue, Rochester, NY 14618 (hereinafter referred to as "TOWN OF BRIGHTON") and The State University of New York, by and on behalf of Empire State University, having its principal place of business at 2 Union Avenue, Saratoga Springs, NY 12866 (hereinafter referred to as "EMPIRE STATE UNIVERSITY"). The TOWN OF BRIGHTON and EMPIRE STATE UNIVERSITY may be referred to collectively as "the Parties."

WHEREAS, EMPIRE STATE UNIVERSITY operates the building known as 680 Westfall Road, Rochester, New York, 14620, located in the Town of Brighton (hereinafter referred to as “the ‘campus’”); and

WHEREAS, TOWN OF BRIGHTON seeks to temporarily relocate their Town offices during renovations / construction of their existing Town offices; and

WHEREAS, the Parties desire to enter into an agreement whereby EMPIRE STATE UNIVERSITY will make a portion of the campus available to TOWN OF BRIGHTON for temporary relocation of the Town offices during the period of renovations / construction of the Town Hall (hereinafter referred to as the "Occupancy").

NOW, THEREFORE, be it known that TOWN OF BRIGHTON is hereby granted permission pursuant to this Revocable Permit, subject to the terms and conditions as hereinafter provided, to use those portions of the campus as designated in Exhibit D, attached hereto and made a part hereof (said portion of the campus to be made available to the TOWN OF BRIGHTON to be referred to as the ‘Premises.’)

1. The term ("Term") of this Agreement shall commence on November 1, 2024 and shall continue for a period of one (1) year, through and including October 31, 2025. This Agreement may be renewed by the TOWN OF BRIGHTON for six (6) additional two (2) month terms (each being the “Renewal Term”). Any Occupancy by TOWN OF BRIGHTON after the expiration of the Term or Renewal Term shall be on the same terms and conditions as set forth herein.

2. EMPIRE STATE UNIVERSITY shall supply all ordinary and necessary electricity, light, heating, and cooling for the Premises, together with services listed on Exhibit B.

3. TOWN OF BRIGHTON shall take good care of the Premises, fixtures, and appurtenances to preserve the Premises in good order and condition, reasonable wear and tear excepted.

4. TOWN OF BRIGHTON shall make no alterations to the Premises without the advance written approval of EMPIRE STATE UNIVERSITY, which shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, TOWN OF BRIGHTON shall not require the prior approval of EMPIRE STATE UNIVERSITY to install signage within the Premises or along Westfall Road reflecting the occupancy of the Premises by TOWN OF BRIGHTON. Design and placement of the sign to be mutually agreed upon and approval will not be unreasonably withheld up by Empire State University. Any such alterations shall be made at Town of Brighton sole cost and expense.

5. In consideration of the facilities and services to be provided by EMPIRE STATE UNIVERSITY as enumerated herein, TOWN OF BRIGHTON agrees to pay EMPIRE STATE UNIVERSITY in accordance with the costs stipulated on Exhibit C, attached hereto and made a part hereof, as well as
such other and further costs for services requested by TOWN OF BRIGHTON or required by law and agreed to by EMPIRE STATE UNIVERSITY that may occur during the period of Occupancy, at a cost to be determined and agreed to by the Parties. Payment shall be made by TOWN OF BRIGHTON payable upon receipt of an invoice from EMPIRE STATE UNIVERSITY, together with appropriate documentation of third-party goods and services as necessary to provide such facilities and services to TOWN OF BRIGHTON. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.

6. The TOWN OF BRIGHTON will use the Premises for general municipal and office use consistent with the uses of the current Town Hall of the TOWN OF BRIGHTON located at 2300 Elmwood Avenue, Rochester, NY 14618, including with limitation meetings of various Town boards, committees and other meetings open to the public in accordance with paragraph 9 below. The TOWN OF BRIGHTON will not utilize the Premises for police, fire, ambulance, emergency services, court, corrections, housing, shelter, animal control or boarding, highway, road or property maintenance including the parking and storage of large maintenance vehicles. Notwithstanding the foregoing, EMPIRE STATE UNIVERSITY agrees that officers and staff of Facilities and Public Works Departments the TOWN OF BRIGHTON shall be permitted to utilize the Premises consistent with the uses authorized by this paragraph. No firearms, hazardous chemicals or materials will be used or stored in the Premises, provided that any officers of the Town of Brighton Police Department present at any meetings conducted by the TOWN OF BRIGHTON are permitted to carry their duty weapon(s) while on the Premises.

7. EMPIRE STATE UNIVERSITY will maintain the campus open for the regular course of its business, and to its faculty, students, staff and administration, and to members of the public as appropriate, on the following dates and times:

- Monday through Friday – 9:00am-5:00pm, except for the federal and state holidays and academic breaks noted below.
  - Saturday – Closed
  - Sunday - Closed
- The campus will be closed during academic breaks as indicated in Exhibit E attached.
- The campus will be closed for all state and federal holidays, including:
  - New Years Day
  - Martin Luther King Jr. Day
  - Presidents’ Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
EMPIRE STATE UNIVERSITY will provide TOWN OF BRIGHTON with a schedule of these holidays in advance. During holidays and periods of closure for academic breaks, EMPIRE STATE UNIVERSITY may reduce or withhold nonessential building services with advance notice to the TOWN OF BRIGHTON, provided that such withholding of nonessential building services does not materially interfere with the use of the Premises by the TOWN OF BRIGHTON.

8. TOWN OF BRIGHTON staff may access the Premises and will be provided with keycards for building access. The TOWN OF BRIGHTON will provide EMPIRE STATE UNIVERSITY with a schedule of times / dates of board meetings when its offices will be open to the public outside of normal business hours of EMPIRE STATE UNIVERSITY as set forth in paragraph 7 above (Monday through Friday – 9:00am-5:00pm).

9. In addition to the Premises identified in Exhibit D, the TOWN OF BRIGHTON may utilize the meeting space identified as the Multipurpose room and the Large Meeting Room (159) on the Exhibit for up to eight (8) days per month for Town or public meetings and executive sessions associated with such public meetings at no additional cost with at least fifteen (15) days advance notice to EMPIRE STATE UNIVERSITY; provided that foregoing advance notice requirement shall be satisfied for those meetings identified on the schedule provided by the TOWN OF BRIGHTON under paragraph 8 above. TOWN OF BRIGHTON may also share Furniture Storage Room (160) to store IT equipment related to its board meetings. Excepting the foregoing, any additional use of such space by TOWN OF BRIGHTON will require advance consent of EMPIRE STATE UNIVERSITY, which shall not be unreasonably conditioned, withheld or delayed. EMPIRE STATE UNIVERSITY will not be obligated to provide any security or other nonessential building services during these additional periods but will open public restrooms on the first floor for such events. The TOWN OF BRIGHTON will take reasonably necessary steps to ensure that its staff or members of the public visiting TOWN OF BRIGHTON offices during regular business hours, or attending an event / meeting, will not leave the Premises and enter into offices, hallways and common areas of EMPIRE STATE UNIVERSITY (other than public restroom facilities provided to the TOWN OF BRIGHTON during the event / meeting) not provided to the TOWN OF BRIGHTON under this Agreement.

10. TOWN OF BRIGHTON shall be responsible for any and all damages or loss by theft or otherwise of property and for injury to persons (including death) which may in any way result from the Occupancy or that may be caused by any of the persons involved in the Occupancy, except to the extent caused by the negligence or misconduct of EMPIRE STATE UNIVERSITY and/or its respective officers, trustees, directors, agents, employees, students, guests, or invitees.

11. TOWN OF BRIGHTON shall be responsible to defend, indemnify and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents, and employees without limitation from any and all losses, expenses, damages and liabilities, including reasonable attorneys’ fees, arising out of the negligence of TOWN OF BRIGHTON.

12. EMPIRE STATE UNIVERSITY shall be responsible to defend, indemnify and hold harmless TOWN OF BRIGHTON and their respective officers, trustees, directors, agents, and employees without limitation from any and all losses, expenses, damages and liabilities, including reasonable attorneys’ fees, arising out of the negligence of EMPIRE STATE UNIVERSITY. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York Court of Claims Act, EMPIRE STATE UNIVERSITY shall hold TOWN OF BRIGHTON harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of EMPIRE STATE UNIVERSITY, its officers or employees when acting within the course and scope of their employment.

13. TOWN OF BRIGHTON agrees to obtain and maintain insurance coverage throughout the term of this Agreement as provided in this paragraph and shall deliver Certificates of Insurance for the stated
coverage upon execution of this Agreement. The policies of insurance set forth below shall be written by the company or companies currently providing insurance to the TOWN OF BRIGHTON for the Town Hall building located at 2300 Elmwood Avenue, Rochester, NY 14618.

(a) Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.

(b) General Liability Insurance with limits no less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation, or expiration of such policy.

14. **SECURITY**: EMPIRE STATE UNIVERSITY shall provide TOWN OF BRIGHTON with ID key cards and office keys for access to the Premises. ID key cards shall be provided for each officer or employee of the TOWN OF BRIGHTON occupying an office at the Premises. In the event of loss of any key card, TOWN OF BRIGHTON shall notify EMPIRE STATE UNIVERSITY Security as soon as TOWN OF BRIGHTON has knowledge of the loss, so that the lost card may be deactivated. The cost for each replacement key card shall be $25.00. EMPIRE STATE UNIVERSITY shall monitor door badge access and security cameras throughout the term of this agreement. EMPIRE STATE UNIVERSITY will have keys and will retain access to all offices in the event of repair need or systems evaluations.

15. TOWN OF BRIGHTON will provide and maintain its own personal computers, other office equipment, and other personal property furnishings, and will remove same at the expiration of this Agreement.

16. TOWN OF BRIGHTON will provide its own safe for the collection and storage of taxes or fees. TOWN OF BRIGHTON shall take all necessary safety preparations and protocols for the exchange of cash. EMPIRE STATE UNIVERSITY accepts no responsibility regarding cash or any other valuables, including property owned by the TOWN OF BRIGHTON, its staff, visitors or members of the public in the Premises.

17. TOWN OF BRIGHTON shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Occupancy and agrees that its employees and agents will comply with EMPIRE STATE UNIVERSITY’s policies and procedures with respect to the use of EMPIRE STATE UNIVERSITY’s assets. Policies may be found here: [https://sunyempire.edu/policies/](https://sunyempire.edu/policies/). Notwithstanding the foregoing, the Town will adhere to EMPIRE STATE UNIVERSITY’S policies and procedures to the extent applicable to the use of the Premises as a municipal office, and in the event of a conflict between the policies and procedures and the Agreement, the terms of the Agreement shall govern. To the extent permitted by applicable law, including without limitation the New York State Open Meetings Law, the TOWN OF BRIGHTON will maintain order in its offices and during public meetings and will remove any individuals whose actions be deemed to be detrimental to EMPIRE STATE UNIVERSITY, its staff, faculty, students, personnel or to the good order and safe use of the Premises.

18. TOWN OF BRIGHTON shall not transfer, assign, or sublease its Occupancy rights under this agreement to all or part of the Premises without EMPIRE STATE UNIVERSITY’s advance written consent.

19. Upon removal from said premises, TOWN OF BRIGHTON shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by TOWN OF BRIGHTON began, other than ordinary wear and tear to the premises.
20. EMPIRE STATE UNIVERSITY shall have the right, so long as this Agreement shall remain in force, to enter the Premises for the purpose of conducting, maintaining and operating its business in the Premises...

21. This Agreement shall be interpreted according to the laws of the State of New York. The TOWN OF BRIGHTON shall comply with established State University of New York and EMPIRE STATE UNIVERSITY regulations and policies (subject to the exceptions set forth in paragraph 17 above) and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the rider attached hereto and made a part hereof as Exhibit A. If necessary, the TOWN OF BRIGHTON shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.

22. TOWN OF BRIGHTON agrees that the issuance of this Revocable Permit shall in no way diminish the statutory authority of the State University of New York or EMPIRE STATE UNIVERSITY to possession, pursuant to the Education Law, of the State controlled property to which this Agreement relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.

23. TOWN OF BRIGHTON specifically agrees that this Agreement constitutes a Revocable Permit that does not create the relationship of landlord and tenant between EMPIRE STATE UNIVERSITY and the TOWN OF BRIGHTON regarding the use of the State controlled property to which this Agreement relates. The relationship of the TOWN OF BRIGHTON to State University of New York and the State of New York arising out of this Agreement shall be that of licensee.

24. The TOWN OF BRIGHTON specifically agrees that this Agreement shall be void and of no further force and effect upon any use of the State controlled property to which this Agreement relates which is inconsistent with State Law.

25. TOWN OF BRIGHTON specifically agrees that if this Revocable Permit is cancelled or terminated for any reason, the TOWN OF BRIGHTON shall have no claim against EMPIRE STATE UNIVERSITY its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.

26. New York Executive Order 192: TOWN OF BRIGHTON Responsibility. (a) General Responsibility. The TOWN OF BRIGHTON shall at all times during the term of this Revocable Permit remain responsible. The TOWN OF BRIGHTON agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) Suspension of Work for Non-Responsibility. The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the TOWN OF BRIGHTON. In the event of such suspension, the TOWN OF BRIGHTON will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the TOWN OF BRIGHTON must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) Termination for Non-Responsibility. Upon written notice to the TOWN OF BRIGHTON and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the TOWN OF BRIGHTON’s expense, where the TOWN OF BRIGHTON is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the
contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

27. **New York Executive Order No. 177.** In accordance with Executive Order No. 177, TOWN OF BRIGHTON hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the United States of New York State Human Rights Laws.

28. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by certified mail addressed as follows:

**TO EMPIRE STATE UNIVERSITY:**
State University of New York at Empire
Julie Majak, Senior Vice President for Administration and Finance
2 Union Avenue, Saratoga Springs, NY 12866
518-587-2100

**TO THE TOWN OF BRIGHTON:**
Town of Brighton
William W. Moehle, Town Supervisor
2300 Elmwood Avenue, Rochester, New York 14618
585-784-5250

With copies to:

John A. Mancuso, Esq.
Attorney to the Town
2300 Elmwood Avenue, Rochester, New York 14618
585-784-5258

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

29. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:

1. Exhibit A, State University of New York Standard Contract Clauses
2. This Revocable Permit
3. Exhibit B, Designated Facilities and Services
4. Exhibit C, Costs and Services
5. Exhibit D, Designated Premises
6. Exhibit E, Academic Calendar

30. **Force Majeure:** A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages
caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.

31. It being understood between by the Parties that the cancellation or termination of this Revocable Permit by EMPIRE STATE UNIVERSITY during the Term may result in irreparable harm to the TOWN OF BRIGHTON and its ability to carry out its governmental operations during the renovation/construction of their existing Town offices, the permission hereby granted shall be effective November 1, 2024 and may only be revoked by either party upon three hundred sixty five (365) days written notice, provided that during any Renewal Term the permission hereby granted may be revoked by either party upon sixty (60) days written notice. The parties will maintain communication and meet regularly, with the expectation to discuss any concerns and will work in good faith to resolve those concerns. Upon revocation of the permission hereby granted and notice thereof served either in person or by certified mail, return receipt requested, TOWN OF BRIGHTON shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by TOWN OF BRIGHTON commenced.

IN WITNESS WHEREOF, the TOWN OF BRIGHTON has caused this instrument to be sealed and signed by its duly authorized officer, and EMPIRE STATE UNIVERSITY has caused this instrument to be executed by its duly authorized officer.

TOWN OF BRIGHTON

By: ________________________________
    William W. Moehle
    Town Supervisor

Date: ________________________________

EMPIRE STATE UNIVERSITY

By: ________________________________
    Julie Majak
    SVP for Administration and Finance

Date: ________________________________
EXHIBIT A
June 21, 2023

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as “SUNY”):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER’S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, the State Comptroller’s approval is required for the following contracts: (i) goods, services, construction, and construction-related services for State University hospital or healthcare facilities which exceed $150,000; (ii) purchases utilizing an Office of General Services (OGS) centralized contract which exceed $200,000 (iii) goods, services, construction, and construction-related services not described in (i) or (ii) and which exceed $75,000; (b) If this contract exceeds the threshold amounts listed above in Paragraph 3(a), or, if this is an amendment for any amount to a contract which, as so amended, exceeds said threshold amounts, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office.

4. **WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building
service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State-approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax
12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCCR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (iv) a written agreement in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules
Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business and Technology Development
625 Broadway
Albany, NY 12245
Telephone: 518-292-5100

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women’s Business Development
633 Third Avenue 33rd Floor
New York, NY 10017 646-846-7364 email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.aspx

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they
would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.**
Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa, § 899-bb, and State Technology Law § 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**
If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. **PURCHASES OF APPAREL AND SPORTS EQUIPMENT.**
In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder’s failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. **PROCUREMENT LOB result YING.** To the extent this contract is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

26. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. **IRAN DIVESTMENT ACT.** By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

28. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.
29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility’s management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility’s operating and capital budgets. The Hospital retains independent control over and physical possession of the facility’s books and records. The Hospital retains independent control over and physical possession of the facility’s operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility’s delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.
EXHIBIT B
Designated Facilities and Services

Town of Brighton
and
EMPIRE STATE UNIVERSITY

The following Premises and services at EMPIRE STATE UNIVERSITY’s Rochester campus located at 680 Westfall Road, Rochester, New York are provided to TOWN OF BRIGHTON in accordance with the terms and conditions of this Agreement.

1. Premises: Entire 2nd floor, except for office 213. Specifically, the rooms marked as, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 217, 221, 222, 223, 224, 225, 226, 227, 228, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 248, 250, 251, 253, 254, 255, 256, 257, 258 the common spaces and corridors adjoining these spaces. As shown, highlighted in yellow Exhibit D. This total space has been measured to be approximately 15,000 square feet.

2. Except for early voting, or other agreed upon events, Room Number 159, commonly referred to as the Multipurpose room will be for the scheduled use of large town meetings.
   a. TOWN OF BRIGHTON shall provide a schedule of all regular town meeting to EMPIRE STATE UNIVERSITY for awareness. Other meeting requests shall be presented to EMPIRE STATE UNIVERSITY for approval at least 15 days in advance.
   b. Public restrooms on the first floor will be available during scheduled meetings.
   c. Any public demonstrations must follow the EMPIRE STATE UNIVERSITY Time, Place, and Manner policy. A copy of this policy can be found on our public webpage https://sunyempire.edu/policies/?search=cid%3D157979.

3. TOWN OF BRIGHTON will provide safety and security personnel during public meetings and forums.

4. 1st floor reception desk 101A will be Town of Brighton working space. This space will be staffed by Town of Brighton during business hours to direct visitors.

5. Services to the Premises include lighting, heat, electricity, air conditioning, maintenance, cleaning, trash, recycling, and janitorial services. TOWN OF BRIGHTON will schedule janitorial services for private offices mentioned in Exhibit B, Section 1. All other areas including common areas, restrooms, and corridors will be cleaned through the EMPIRE STATE UNIVERSITY cleaning contract. EMPIRE STATE UNIVERSITY shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing and electrical. EMPIRE STATE UNIVERSITY shall
maintain the parking area, including the removal of any snow or environmental hazards, as well as the grounds and lands surrounding the Premises.

6. Office furniture will be provided by Empire State University. Town of Brighton may bring in extra file or storage furniture with mutual acceptance by Empire State University.

7. ID Cards for the purpose of building entry will be issued by Empire State University.

8. Technology Arrangements:

   TOWN OF BRIGHTON will be providing its own telecommunications equipment (telephones, networking switches, Wi-Fi access points, etc.) and services (e.g., ISP). EMPIRE STATE UNIVERSITY will provide space for TOWN OF BRIGHTON to locate its telecommunications equipment, power to support such equipment, and a demarcation point at which to connect such equipment to its internet service provider. EMPIRE STATE UNIVERSITY will assist TOWN OF BRIGHTON in making the necessary interconnections of its equipment with existing facility cabling.

   TOWN OF BRIGHTON may use any telecommunications/IT support provided by EMPIRE STATE UNIVERSITY to other occupants of the Premises. In the event that TOWN OF BRIGHTON requires Internet Access services not provided by EMPIRE STATE UNIVERSITY to other occupants of the building, TOWN OF BRIGHTON shall be solely responsible for the costs associated with additional services (including but not limited to the costs associated with wiring, connections, equipment, services, etc.). TOWN OF BRIGHTON shall be provided with 24-hour key fob access to the server/telephone room for purposes of installing and maintaining TOWN OF BRIGHTON equipment.

9. Parking is designated in the lot directly north of the Rochester campus on a first come first served basis.

10. TOWN OF BRIGHTON directional signage as mutually agreed to by the Parties.
TOWN OF BRIGHTON agrees to pay EMPIRE STATE UNIVERSITY the amount of $21,000 per month for the use of facilities described in Exhibit B. TOWN OF BRIGHTON and EMPIRE STATE UNIVERSITY recognize that the foregoing payment is the entirety of the payments by the TOWN OF BRIGHTON to EMPIRE STATE UNIVERSITY. TOWN OF BRIGHTON is not obligated to pay any additional expenses unless otherwise agreed upon between the parties pursuant to the terms of the Agreement, which include without limitation utilities, real estate taxes, insurance (other than as provided for under the Agreement), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises by EMPIRE STATE UNIVERSITY.

**TERMS OF PAYMENT:** In monthly amounts of $21,000, made in advance of the first day of each month during the Term.

**Payable to:** EMPIRE STATE UNIVERSITY upon presentation of a payment voucher to

Town of Brighton
Attention: ________
Address: __________
EXHIBIT D

1st Floor

- SUNY Empire
- Multi-Purpose Town Meetings and Voting

2nd Floor

- Town of Brighton
- SUNY Empire ITS

F1.1

F1.2
### 2024 – 2025 ACADEMIC YEAR

#### FALL 2024 TERM
- **Registration:** September 5 - September 9
- **Add/Drop:** September 3 - 9
- **Grades Due:** November 3

#### EXPRESS TERM ONE: 8 WEEKS
- **Registration:** September 3 - October 23
- **Add/Drop:** September 3 - 9
- **Grades Due:** November 3

#### EXPRESS TERM TWO: 8 WEEKS
- **Registration:** October 21 - December 13
- **Add/Drop:** October 21 - 27
- **Grades Due:** December 20

**WINTER BREAK:**
- **Faculty MDA-APPOINTMENT PERIOD:** December 18 - January 10
- **December 16 - 27**

#### SPRING 2025 TERM
- **Registration:** January 13 - April 25
- **Add/Drop:** January 15 - 19
- **Grades Due:** May 2

#### EXPRESS TERM ONE: 8 WEEKS
- **Registration:** January 13 - March 7
- **Add/Drop:** January 13 - 19
- **Grades Due:** March 14

#### EXPRESS TERM TWO: 8 WEEKS
- **Registration:** March 3 - April 25
- **Add/Drop:** March 5 - 9
- **Grades Due:** May 2

**SPRING BREAK:**
- **Faculty MDA-APPOINTMENT PERIOD:** April 28 - May 9
- **April 28 - May 2**

#### SUMMER 2025 TERM
- **Registration:** May 13 - August 22
- **Add/Drop:** May 12 - 18
- **Grades Due:** August 29

#### EXPRESS TERM ONE: 8 WEEKS
- **Registration:** May 13 - July 3
- **Add/Drop:** May 12 - 18
- **Grades Due:** July 11

#### EXPRESS TERM TWO: 8 WEEKS
- **Registration:** June 16 - August 8
- **Add/Drop:** June 16 - 22
- **Grades Due:** August 15

**SUMMER BREAK:**
- **Faculty Reading Period:** August 25 - 29
- **July 14 - August 8**

*Note: Fall 2025 term starts September 2 (day after Labor Day).*
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 28, 2024 from Town Engineer Ken Hurley, P.E. regarding a request to authorize the Supervisor to execute an agreement with Vargas Associates to provide move management services associated with the Town Hall renovation project in an amount not to exceed $117,500.00, 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 Vargas Associates to provide move management services associated with the Town Hall renovation project in an amount not to exceed $117,500.00, and further authorizes the Supervisor to execute any necessary change orders that do not collectively exceed 10% of the awarded contract price, subject to the review and approval of the form of the agreement by the attorney to the Town.

Dated: July 24, 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 28, 2024

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

Re: Town Hall Renovation -  
Move Management Services Agreement  

Dear Councilperson Salzman and Committee Members:

The Town Hall Renovation project will require the temporary relocation of Town Hall Staff and return to the renovated building upon completion. We have determined that this process will require the assistance of a move management company that will manage all associated move needs, procurement of a moving company, and determine the location for temporary storage of the Town Hall’s furniture. The move management company’s contract would cover work from preparation of move out through completed move back to the renovated Town Hall.

The DPW sent request for proposals to three (3) move management firms. On June 28, 2024, we received two (2) submittal packages and one decline to provide a submittal. The engineering department has reviewed the submitted proposals and has determined that the submittal provided by Vargas Associates to be the more qualified and least costly of the move management service proposals.

For the move management bid section of the proposals, Cornerstone submitted a cost of $149,480 and Vargas Associates submitted a cost of $59,500. In addition to the move management cost, Vargas Associates provided a Moving Cost of $33,800 to our temporary Town Hall location and furniture storage location (including separate move dates for basement located staff and 1st floor located staff) and a return moving cost of $24,200 (single move date). The return moving cost is guaranteed for up to a return date of 3 years from the Town Hall scheduled move date (Nov. 2024). After a 3-year period, the return move cost may be renegotiated. The total Move Management Services Proposal provided by Vargas Associates is $117,500.

I am requesting that the FASC recommend that the Town Board authorize the supervisor to endorse an agreement with Vargas Associates to provide Move Management Services associated with the Town Hall Renovation, for a cost not to exceed $117,500. 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 ($11,750).
As always, thank you for your consideration. I will be in attendance at your regularly scheduled July 3, 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
    Gary Donofrio
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 13, 2024 from IT Director Jeremy Lutz requesting approval of certain budget amendments to transfer $225,000.00 from account A.UNDST.4289 (Federal Aid – Other (ARPA)) to accounts A.UNDST.1911.2.13 (Town Relocation – Computer Equipment) in the amount of $151,000.00, A.UNDST.1911.4.22 (Town Relocation – Internet Service) in the amount of $4,000.00, and A.UNDST.1911.4.49 (Town Relocation – Other Contract Services) in the amount of $70,000.00, in connection with the Town Hall renovation project, be received and filed; and it is further

RESOLVED, that the Town Board hereby approves budget amendments to transfer $225,000.00 from accounts A.UNDST.4289 (Federal Aid – Other (ARPA)) to account A.UNDST.1911.2.13 (Town Relocation – Computer Equipment) in the amount of $151,000.00, A.UNDST.1911.4.22 (Town Relocation – Internet Service) in the amount of $4,000.00, and A.UNDST.1911.4.49 (Town Relocation – Other Contract Services) in the amount of $70,000.00, in connection with the Town Hall renovation project.

Dated: July 24, 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 13, 2024

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

Re: 2024 Town Hall Relocation IT Costs Budget Amendment

Dear Honorable Town Board Members:

Related to the coming Town Hall Relocation, there are several IT updates/adjustments that will need to be made to ensure there are no network and communication interruptions during that time. We propose using ARPA funds to cover these costs as they enable the town to continue business while the HVAC and other renovations are made to the Brighton Town Hall. The estimated detail is attached and the Budget Amendment proposed is:

A.UNDST.1911.2.13 Town Relocation – Computer Equipment $151,000.00
A.UNDST.1911.4.22 Town Relocation – Internet Service $4,000.00
A.UNDST.1911.4.49 Town Relocation – Other Contract Services $70,000.00

A.UNDST.4289 Federal Aid – Other (ARPA) $225,000.00

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

Sincerely,

Jeremy Lutz
IT Director
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of July 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 13, 2024 from IT Director Jeremy Lutz requesting authorization for the Supervisor to sign an agreement with Spectrum for increased bandwidth for Internet access and to simply the Town’s network infrastructure, at a cost of $3,519.00 for the Town and $595.00 per month for the Brighton Police Department, for a period of 60 months, be received and filed; and it is further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with Spectrum for increased bandwidth for Internet access and to simplify the Town’s network infrastructure, at a cost of $3,519.00 for the Town and $595.00 per month for the Brighton Police Department, for a period of 60 months.

Dated: July 24, 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 13, 2024

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

Re: Spectrum Internet and MPLS Services

Dear Honorable Town Board Members:

Per the attached quote from Spectrum, we would like to renew our contract for the next 60 months while increasing speeds and simplifying our network architecture. In the attached document you will see the Town’s current monthly spending will go from $3,467.94 per month to $3,519.00 per month while BPD’s spending will go from $479.00 per month to $595.00 per month. This will allow us to lock in this pricing long term while additionally greatly increasing bandwidth between sites to accommodate our new phone infrastructure.

Town internet bandwidth will increase from 200Mbps to 2.5Gbps while connections between the Recreation building (currently 500Mbps) and the Highway Building (currently 1Gbps) will both increase to 2Gbps. The Town should also see a decrease in overall spending as moving to the new phone system should save money on our monthly $393.84 spending for our PRI will be eliminated.

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

Sincerely,

Jeremy Lutz
IT Director
MATTERS OF THE SUPERVISOR
Supervisor’s Report
2024 Town Budget

For the six-month period ending 6-30-2024
# TOWN OF BRIGHTON

## 2024 AFTER AMENDMENT FOR ADOPTED TOWN LEVY (10/25/2023)

**SUMMARY OF TOWN BUDGET, "NET" BUDGETED SPENDING, AND PROPERTY TAX LEVY**

<table>
<thead>
<tr>
<th>Town Fund</th>
<th>Authorized Appropriations</th>
<th>Estimated Revenues</th>
<th>Appropriated Fund Balance</th>
<th>Appropriated Reserved Fund Balance*</th>
<th>Amount to be Raised in Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - General Fund</td>
<td>$21,727,290</td>
<td>$9,646,735</td>
<td>$1,864,000</td>
<td>$47,000</td>
<td>$10,169,555</td>
</tr>
<tr>
<td>D - Highway Fund</td>
<td>$6,682,405</td>
<td>$1,523,645</td>
<td>$375,000</td>
<td>$0</td>
<td>$4,783,760</td>
</tr>
<tr>
<td>L - Library Fund</td>
<td>$2,493,155</td>
<td>$85,905</td>
<td>$90,000</td>
<td>$0</td>
<td>$2,317,250</td>
</tr>
<tr>
<td>V - Debt Service Fund</td>
<td>$89,600</td>
<td>$0</td>
<td>$89,600</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total All Town Funds</strong></td>
<td><strong>$30,992,450</strong></td>
<td><strong>$11,256,285</strong></td>
<td><strong>$2,418,600</strong></td>
<td><strong>$47,000</strong></td>
<td><strong>$17,270,565</strong></td>
</tr>
</tbody>
</table>

Less Interfund Transfers to/from:
- Highway Fund           | ($127,610)                | ($127,610)          | $0                         | $0                                 | $0                           |
- Debt Service Fund      | ($89,600)                 | $0                  | ($89,600)                  | $0                                 | $0                           |

**Net Town Funds Budget** | **$30,775,240**           | **$11,128,675**     | **$2,329,000**             | **$47,000**                        | **$17,270,565**              |

**"NET" BUDGETED SPENDING** | **$30,775,240**           | **$29,778,005**     |                            |                                    |                              |

7.6% Appropriate Fund Balance
Inflation Factors and Allowable Levy Growth Factors by Fiscal Year

<table>
<thead>
<tr>
<th>Year</th>
<th>Inflation Factor</th>
<th>Allowable Levy Growth Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>1.90%</td>
<td>0.019</td>
</tr>
<tr>
<td>2021</td>
<td>1.30%</td>
<td>0.013</td>
</tr>
<tr>
<td>2022</td>
<td>3.63%</td>
<td>0.020</td>
</tr>
<tr>
<td>2023</td>
<td>7.74%</td>
<td>0.020</td>
</tr>
<tr>
<td>2024</td>
<td>3.30%</td>
<td>0.020</td>
</tr>
</tbody>
</table>
# Revenue and Expenditure Comparisons

## Revenue

<table>
<thead>
<tr>
<th></th>
<th>2024 Budget</th>
<th>2024 % of Budget</th>
<th>2023 % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax^</td>
<td>$ 5,450,000</td>
<td>27.4%</td>
<td>29.3%</td>
</tr>
<tr>
<td>Mortgage Tax*</td>
<td>$ 750,000</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>PILOT</td>
<td>$ 607,305</td>
<td>100.2%</td>
<td>106.3%</td>
</tr>
<tr>
<td>Use of Money</td>
<td>$ 658,905</td>
<td>121.8%</td>
<td>143.0%</td>
</tr>
<tr>
<td>Dept Income</td>
<td>$ 685,465</td>
<td>67.7%</td>
<td>63.9%</td>
</tr>
<tr>
<td><strong>Total Rev</strong></td>
<td><strong>$ 28,526,850</strong></td>
<td><strong>78.2%</strong></td>
<td><strong>77.5%</strong></td>
</tr>
</tbody>
</table>

* Receive in August  
** Receive in July

## Expenditures

<table>
<thead>
<tr>
<th></th>
<th>2024 Budget</th>
<th>2024 % of Budget</th>
<th>2023 % of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$ 14,606,155</td>
<td>45.6%</td>
<td>45.5%</td>
</tr>
<tr>
<td>Overtime</td>
<td>$ 500,625</td>
<td>41.1%</td>
<td>43.0%</td>
</tr>
<tr>
<td>Benefits</td>
<td>$ 7,759,995</td>
<td>43.9%</td>
<td>42.3%</td>
</tr>
<tr>
<td>Equipment</td>
<td>$ 749,690</td>
<td>87.9%</td>
<td>69.8%</td>
</tr>
<tr>
<td>Contractual Exp</td>
<td>$ 5,186,205</td>
<td>39.4%</td>
<td>36.1%</td>
</tr>
<tr>
<td>Principal &amp; Int</td>
<td>$ 1,123,700</td>
<td>35.0%</td>
<td>56.8%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ 530,950</td>
<td>32.0%</td>
<td>27.4%</td>
</tr>
<tr>
<td>Commercial Ins</td>
<td>$ 445,530</td>
<td>100.5%</td>
<td>99.8%</td>
</tr>
<tr>
<td><strong>Total Exp</strong></td>
<td><strong>$ 30,902,850</strong></td>
<td><strong>45.2%</strong></td>
<td><strong>44.8%</strong></td>
</tr>
</tbody>
</table>
2nd Quarter Summary

Inflation Outlook begins to change for the Town of Brighton

- Inflation factors are stabilizing for operational costs
- Higher costs remain for town capital equipment and large projects
- Higher costs remain for any type of borrowing
- Continued pressure on wages and benefits, especially health insurance
- Many public inflationary pressures still remain
2nd Quarter Conclusions

Town of Brighton

1. At the 2nd quarter of 2024 revenue collections and trends remain consistent with 2023 year-to-date percentages, which was a successful fiscal year for the Town

2. Finance will be actively monitoring department expenses for the 2024 fiscal year to ensure they remain sufficiently under budget

3. Inflation remains the biggest threat to fiscal performance and developing the 2025 Budget

4. Finance continues to maximize earned interest in an attempt to offset some inflation pressures, although we expect rates to decline at some point

5. Sales tax revenue for the year is still an important variable that is difficult to predict because the second quarterly installment of sales tax revenue is not received from Monroe County until August; the first payment in 2024 was lower than in 2023
### Revenue Budget by Organization Report

**Through 06/30/24**  
Prior Fiscal Year Activity Included

#### Summary Listing

<table>
<thead>
<tr>
<th>Organization</th>
<th>Adopted Budget</th>
<th>Budget Amendments</th>
<th>Amended Budget</th>
<th>Current Month Transactions</th>
<th>YTD Transactions</th>
<th>YTD Encumbrances</th>
<th>Budget - YTD Transactions</th>
<th>% Used/Rec'd</th>
<th>Prior Year YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund A - General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund A - General Fund Totals</strong></td>
<td>$19,816,290.00</td>
<td>$511,256.58</td>
<td>$20,327,546.58</td>
<td>$301,422.41</td>
<td>$0.00</td>
<td>$14,276,568.89</td>
<td>$6,050,977.69</td>
<td>$13,707,560.71</td>
<td></td>
</tr>
<tr>
<td><strong>Fund D - Highway Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund D - Highway Fund Totals</strong></td>
<td>$6,307,405.00</td>
<td>$40,731.76</td>
<td>$6,348,136.76</td>
<td>$57,410.53</td>
<td>$0.00</td>
<td>$5,616,352.25</td>
<td>$731,784.51</td>
<td>$5,318,082.99</td>
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</tr>
<tr>
<td><strong>Fund H - Capital Projects Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund H - Capital Projects Fund Totals</strong></td>
<td>$0.00</td>
<td>$3,142,024.27</td>
<td>$3,142,024.27</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$25,728.63</td>
<td>$3,116,295.64</td>
<td>$453,612.14</td>
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</tr>
<tr>
<td><strong>Fund L - Library Fund</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund L - Library Fund Totals</strong></td>
<td>$2,403,155.00</td>
<td>$52,098.91</td>
<td>$2,455,253.91</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$2,428,775.14</td>
<td>$2,316,734.10</td>
<td>$6,986.03</td>
<td></td>
</tr>
<tr>
<td><strong>Fund SA - Ambulance Special Dist</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund SA - Ambulance Special Dist Totals</strong></td>
<td>$451,790.00</td>
<td>$0.00</td>
<td>$451,790.00</td>
<td>$441.41</td>
<td>$0.00</td>
<td>$(2,325.50)</td>
<td>$446,899.27</td>
<td>$1,733.33</td>
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</tr>
<tr>
<td><strong>Fund SB - Business Improvement Dist</strong></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td><strong>Fund SB - Business Improvement Dist Totals</strong></td>
<td>$1,795.00</td>
<td>$0.00</td>
<td>$1,795.00</td>
<td>$12.67</td>
<td>$0.00</td>
<td>$(77.98)</td>
<td>$1,733.33</td>
<td></td>
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<tr>
<td><strong>Fund SD - Drainage District Funds</strong></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td><strong>Fund SD - Drainage District Funds Totals</strong></td>
<td>$6,675.00</td>
<td>$15.00</td>
<td>$6,690.00</td>
<td>$83.12</td>
<td>$0.00</td>
<td>$7,226.72</td>
<td>$(536.72)</td>
<td>$6,986.03</td>
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<tr>
<td><strong>Fund SF - Fire Prevention Districts</strong></td>
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<tr>
<td><strong>Fund SF - Fire Prevention Districts Totals</strong></td>
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<td><strong>Fund SK - Sidewalk District</strong></td>
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<tr>
<td><strong>Fund SM - Sidewalk Snow Removal Dist</strong></td>
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<td><strong>Fund SM - Sidewalk Snow Removal Dist Totals</strong></td>
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<td><strong>Fund SP - Park Special District</strong></td>
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<td><strong>Fund V - Debt Service Fund</strong></td>
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<tr>
<td><strong>Fund V - Debt Service Fund Totals</strong></td>
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<td><strong>Grand Totals</strong></td>
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<td>$26,298,016.90</td>
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Run by Earl Johnson on 07/18/2024 11:37:24 AM
## Expense Budget by Organization Report

**Through 06/30/24**

*Prior Fiscal Year Activity Included*

### Summary Listing

<table>
<thead>
<tr>
<th>Organization</th>
<th>Adopted Budget</th>
<th>Budget Amendments</th>
<th>Amended Budget</th>
<th>Current Month Transactions</th>
<th>YTD Transactions</th>
<th>YTD Budget - YTD Transactions</th>
<th>% Used/Rec'd</th>
<th>Prior Year YTD</th>
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<tbody>
<tr>
<td>Fund A - General Fund</td>
<td>$21,727,290.00</td>
<td>$1,216,613.03</td>
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<td>Fund H - Capital Projects Fund</td>
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<td>Fund L - Library Fund</td>
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<td>Fund V - Debt Service Fund</td>
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<td>$17,674,387.65</td>
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<td><strong>Grand Totals</strong></td>
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<td><strong>17,674,387.65</strong></td>
<td><strong>16,931,398.07</strong></td>
<td><strong>16,931,398.07</strong></td>
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