

**HENRIETTA TOWN BOARD
AGENDA
JUNE 4, 2014
7:00 P.M.**

Supervisor Moore
Councilman Mulligan
Councilwoman Zinck
Councilman Page
Councilman Breese

ORDER OF BUSINESS

1. Roll Call
2. Prayer
3. Pledge of Allegiance to the Flag
4. Public Presentation/Agenda Items
5. Approval of Minutes of the Preceding Meeting(s):
May 21, 2014
On Motion of: Councilman Page Seconded by: Councilman Mulligan
6. Miscellaneous Communications
7. Public Hearing:
 - Proposed Rezoning of Approximately 22.344 Acres of Land from Residential R-1-15 to Industrial – East Side of John Street
8. Introduction of and Action Upon Local Laws, Ordinances, Resolutions
9. Reports of Standing Committees and Actions Thereon
10. Reports of Special Committees
11. Public Comment
12. Adjournment

RESOLUTION #12-146/2014
Authorize Accounts Payable

RESOLUTION #12-147/2014
Authorize SEQRA Declaration and Rezone from Residential R-1-15 to Industrial – RRL Acquisitions, LLC – John Street

RESOLUTION #12-148/2014
Authorize Request for Special Use Permit Extension – Application No. 2013-030, John Street, Empire United Soccer Academy, Inc., to develop and operate five (5) soccer fields with associated parking areas

RESOLUTION #12-149/2014
Accept Dedication of Roadways and Storm Sewers – Graywood Meadows Subdivision, Section 1

RESOLUTION #12-150/2014

Accept Dedication of Sanitary Sewers – Graywood Meadows Subdivision, Section 2

RESOLUTION #12-151/2014

Authorizing Landscape Architectural Services – Stantec Consulting Services, Inc.

RESOLUTION #12-152/2014

Authorize Landscape Architectural Services – McCord Snyder Landscape Architecture, PLLC

RESOLUTION #12-153/2014

Authorize Supervisor to Sign Monroe County Community Development Block Grant – Holiday Road and Summer Sky Drive Sanitary Sewer Repairs Project – 2012 CDBG YR 37 Sewer Slip Lining Project Phase I

RESOLUTION #12-154/2014

Authorize Supervisor to Sign Monroe County Community Development Block Grant – Holiday Road and Summer Sky Drive Sanitary Sewer Repairs Project – 2013 CDBG YR 38 Sanitary Sewer Slip Lining Project Phase II

RESOLUTION #12-155/2014

Authorize Personnel Items

PURSUANT TO CALL A REGULAR MEETING OF THE TOWN BOARD OF THE TOWN OF HENRIETTA, COUNTY OF MONROE, STATE OF NEW YORK, WAS DULY HELD AT THE HENRIETTA TOWN HALL, 475 CALKINS ROAD, HENRIETTA, NEW YORK ON THE 4TH DAY OF JUNE, 2014 AT 7:00 P.M.

MEMBERS PRESENT

Supervisor Jack W. Moore
Councilman William J. Mulligan, Jr.
Councilman M. Rick Page
Councilman Kenneth Breese
Daniel J. Mastrella, Town Attorney
Jennifer Lee, Deputy Town Clerk/Receiver of Taxes

MEMBERS ABSENT

Councilwoman Janet B. Zinck

(SILENT PRAYER)

(PLEDGE OF ALLEGIANCE TO THE FLAG)

SUPERVISOR MOORE

Is there anybody in the audience that would like to speak on any of the Agenda items?
(Pause, no response) Seeing none, may I have the approval of the Minutes of May 21, 2014?

COUNCILMAN PAGE

Mr. Supervisor, I would like to make a motion to approve the May 21, 2014 Minutes.

COUNCILMAN MULLIGAN

Second.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

SUPERVISOR MOORE

The first thing on the Agenda is a Public Hearing for the proposed rezoning of approximately twenty-two point three four (22.34) acres of land from Residential R-1-

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15 to Industrial on the east side of John Street. Is there somebody here to represent the Applicant?

(From audience, Betsy Brugg, Woods Oviatt Gilman LLP, "Thank you very much, Mr. Supervisor, Members of the Board. Is this on?")

JENNIFER LEE, DEPUTY TOWN CLERK/RECEIVER OF TAXES
It should be on.

SUPERVISOR MOORE
It should be turned on.

COUNCILMAN BREESE
I think you turned it off. It should be a switch, right?

COUNCILMAN PAGE
There it goes.

JENNIFER LEE, DEPUTY TOWN CLERK/RECEIVER OF TAXES
Hello?

COUNCILMAN PAGE
There you go.

BETSY BRUGG, WOODS OVIATT GILMAN LLP
There you go.

COUNCILMAN MULLIGAN
That's good.

BETSY BRUGG, WOODS OVIATT GILMAN LLP
Alright.

COUNCILMAN PAGE
Take it right out of there, yeah.

BETSY BRUGG, WOODS OVIATT GILMAN LLP
Okay. Alright?

COUNCILMAN PAGE
Yes.

SUPERVISOR MOORE
Name and...

BETSY BRUGG, WOODS OVIATT GILMAN LLP

Thank you very much. For the Record, my name is Betsy Brugg, I'm an attorney with the firm of Woods Oviatt Gilman. With me tonight is Rich LeFrois and I'm here in connection with his application for rezoning. The property we are talking about is some land on John Street on the east side, twenty-two point three four four (22.344) acres. There's no current development proposal, however we are seeking rezoning from R-1-15 to Industrial, which is essentially consistent with the adjacent zoning and the type of development that currently exists on John Street. Mr. LeFrois is working on another project on the west side of the street. There's nothing residential in the immediate area and let's see, we were at the Planning Board last week to seek their advisory comments. They had no objections and were satisfied with the proposed rezoning. It is consistent with the Comprehensive Plan. As the Board knows, zoning must be consistent with the Comprehensive Plan. Figure four dash one (4-1) of the 2003 Comprehensive Land Use Plan, as updated in I think 2010 if I'm not correct, I don't have my copy with me, really recognized that the extension of John Street would happen and that would provide wonderful suitable property for industrial and office type developments. So this is consistent with the Comprehensive Plan. It's a relatively straightforward proposal and we request that the Board rezone. Thank you.

SUPERVISOR MOORE

Any questions from the Board?

COUNCILMAN MULLIGAN

Through you, Mr. Supervisor, to build it out either Betsy or Rich, how many square feet of building would you have in there when it's built out?

RICH LeFROIS, LeFROIS BUILDERS & DEVELOPERS

I would say approximately a hundred and twenty-five to a hundred and fifty thousand square feet (125,000 s.f. – 150,000 s.f.). Probably in that hundred and twenty-five thousand square foot (125,000 s.f.) range.

COUNCILMAN MULLIGAN

And it would all be flex space where there'd be some warehouse, some office?

RICH LeFROIS, LeFROIS BUILDERS & DEVELOPERS

Yes.

COUNCILMAN MULLIGAN

Thank you.

SUPERVISOR MOORE

Anybody else?

COUNCILMAN PAGE

No, we've had an opportunity to study this and discuss it and I think it's a very

appropriate request.

SUPERVISOR MOORE

Is there anybody in the audience that would like to speak on this Application? *(Pause, no response)* Seeing none, I'll close the Public Hearing. Thank you for your presentation...

BETSY BRUGG, WOODS OVIATT GILMAN LLP

Thank you.

SUPERVISOR MOORE

...and we'll move on with our Board Meeting. May I have the first Resolution, please?

RESOLUTION #12-146/2014

On Motion of
Councilman Page

Seconded by
Councilman Breese

BE IT RESOLVED, that the Director of Finance be authorized to pay the following bills payable:

Exhibit A	Bills Payable dated 06/04/2014	\$ 223,328.61
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SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye
	Carried	

RESOLUTION #12-147/2014

On Motion of
Councilman Breese

Seconded by
Councilman Page

WHEREAS, the Town Board received a written request from RRL Acquisitions, LLC for the rezoning of approximately 22.344 acres of land, identified as Tax Account Number 175.01-1-2, located along the east side of John Street from Residential R-1-15 to Industrial, and

WHEREAS, a map of the land under consideration is on file in the Office of the Town Clerk, and

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WHEREAS, after consideration by the Henrietta Town Board that the requested rezoning change does not exceed one or more thresholds for an Unlisted Action, as listed in Section 617.7 of the New York State Environmental Quality Review Act (SEQRA), and

WHEREAS, pursuant to the New York State Environmental Quality Review Act (SEQRA) such an Action is an Unlisted Action, and

WHEREAS, an Environmental Assessment Form (EAF) has been prepared and reviewed for the proposed rezoning, and

WHEREAS, the Henrietta Town Board declares its intent to be the Lead Agency for the Environmental Quality Review, and

WHEREAS, the Henrietta Town Board is the sole approval board or agency affected by this Action, and

WHEREAS, the Henrietta Town Board has taken a hard look at the environmental issues raised by this rezoning, pursuant to Section 617.7 of SEQRA, and

WHEREAS, pursuant to an Order, a Public Hearing was held on June 4, 2014.

THEREFORE, BE IT RESOLVED, that the Henrietta Town Board does formally designate itself and accepts Lead Agency status for the environmental review of described rezoning under the State Environmental Quality Review Act (SEQRA) and has determined that the proposed Action therein described will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be required and therefore issues a Negative Declaration.

BE IT FURTHER RESOLVED, that a Negative Declaration under the State Environmental Quality Review Act (SEQRA) annexed to this Resolution be and hereby is adopted and the Town Supervisor and Town Staff are hereby directed to take all action necessary to effectuate this Negative Declaration, including but not limited to filing the Negative Declaration, as required under the State Environmental Quality Review Act (SEQRA).

BE IT FURTHER RESOLVED, that the Henrietta Town Board hereby ratifies, confirms, and adopts the rezoning of said land being rezoned to Industrial, as per the attached legal description.

SUPERVISOR MOORE

Any discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

RESOLUTION #12-148/2014

On Motion of
Councilman Mulligan

Seconded by
Councilman Page

WHEREAS, the Henrietta Town Board approved Special Use Permit No. 2013-030 on June 19, 2013 for Empire United Soccer Academy, Inc., to develop and operate five (5) soccer fields with associated parking areas in a Residential R-1-15 and Industrial Zoned District, and

WHEREAS, the Applicant has requested an extension of said Special Use Permit to allow time to finalize plans for construction, and

WHEREAS, the Town Board is authorized to grant extensions of the time limits for periods of six (6) months.

THEREFORE, BE IT RESOLVED, that the aforesaid Special Use Permit be extended for a period of six (6) months to expire on December 19, 2014.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye
	Carried	

RESOLUTION #12-149/2014

On Motion of
Councilman Breese

Seconded by
Councilman Mulligan

WHEREAS, Jaynes Riverview, LLC, the Developer of the Graywood Meadows Subdivision, Section One (1), located on East Path Rise, Elmcrest Rise, and Erin Lane has constructed roads and installed storm sewers in said subdivision section, and has constructed sidewalks along Farrell Road Extension, and

WHEREAS, the Developer has offered to dedicate and relinquish ownership of the said roads and the aforescribed improvements to the Town and for this purpose has delivered to the Town a deed for tracts or parcels of land conveying said roadways to the Town, and

WHEREAS, the Town Attorney has examined these deeds and has found them to be in good order, and

WHEREAS, the Commissioner of Public Works and the Director of Engineering and Planning have determined that the roads and said improvements were built in accordance with Town requirements and have recommended that they be accepted by

the Town.

THEREFORE, BE IT RESOLVED, that the said roadways and said improvements for the described subdivision section be and they hereby are accepted and that said deeds be recorded in the Monroe County Clerk's Office.

BE IT FURTHER RESOLVED, that a Maintenance Bond in the sum of One Hundred Sixteen Thousand, Four Hundred Seventy-Two Dollars (\$116,472.00) has been secured with the Town of Henrietta for a period of two (2) years that began on August 5, 2013.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

RESOLUTION #12-150/2014

On Motion of
Councilman Page

Seconded by
Councilman Breese

WHEREAS, Jaynes Riverview, LLC, the Developer of Graywood Meadows Subdivision, Section 2, located on Elmcrest Rise and East Path Rise, has installed sanitary sewers in said subdivision section, and

WHEREAS, the Developer has offered to dedicate and relinquish ownership of the stated utility to the Town of Henrietta, and

WHEREAS, the Department of Drainage, Sewer and Sidewalks and the Director of Engineering and Planning have determined that the said sanitary sewer system was installed in accordance with Town requirements and have recommended that they be accepted by the Town.

THEREFORE, BE IT RESOLVED, that the said sanitary sewer system for the described subdivision section be and they hereby are accepted.

BE IT FURTHER RESOLVED, that such acceptance is made subject to the Developer, or its representative, securing with the Town of Henrietta a properly executed Maintenance Bond in the sum of Ten Thousand, Five Hundred Dollars (\$10,500.00) for a period of two (2) years that began on April 28, 2014.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

RESOLUTION #12-151/2014

On Motion of
Councilman Page

Seconded by
Councilman Breese

WHEREAS, Stantec Consulting Services, Inc., 61 Commercial Street, Suite 100, Rochester, New York 14614, has submitted to the Town of Henrietta a proposal for Landscape Architectural Services, dated May 20, 2014, a copy of which is attached and on file in the Town Clerk's Office, and

WHEREAS, the proposed scope of services, as more fully detailed therein, is to provide Landscape Architectural Services in order to supplement current Town Staff.

THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized, on behalf of the Town of Henrietta, to execute the proposed Landscape Architectural Services proposal with Stantec Consulting Services, Inc., through December 31, 2014, at the hourly billing rates set forth in said proposal.

BE IT FURTHER RESOLVED, that the Director of Finance be hereby authorized to pay Stantec Consulting Services, Inc., for Landscape Architectural Services performed at the rates set forth in said proposal, upon satisfactory completion and acceptance of the services provided, by the Director of Engineering and Planning.

SUPERVISOR MOORE
Discussion?

COUNCILMAN MULLIGAN
Under discussion, two (2) things: 1) is there a cap on this on how much they can spend?

SUPERVISOR MOORE
There's an hourly rate cap of a hundred and forty-one dollars (\$141.00) for the architect and a hundred dollars (\$100.00) for the landscape designer.

COUNCILMAN MULLIGAN
But what are you thinking the cost will be?

SUPERVISOR MOORE
Well there's, Mr. Martin, could you come to the microphone, please?

CHRIS MARTIN, DIRECTOR OF ENGINEERING & PLANNING

For the Record, my name is Chris Martin, I'm the Director of Engineering & Planning for the Town of Henrietta. Typically, Bill, these are for the landscaping reviews for Planning Board type items, like a site plan or a subdivision. And for the landscaping ones, they vary anywhere from about three to four hundred dollars (\$300.00 - \$400.00) per review. So if we have roughly around twenty (20) reviews, it would be about that much.

COUNCILMAN MULLIGAN

Okay, thank you.

CHRIS MARTIN, DIRECTOR OF ENGINEERING & PLANNING

Yes, you're welcome.

SUPERVISOR MOORE

Any other questions? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

RESOLUTION #12-152/2014

On Motion of
Councilman Mulligan

Seconded by
Councilman Page

WHEREAS, McCord Snyder Landscape Architecture, PLLC, 2129 Five Mile Line Road, Penfield, New York 14526, has submitted to the Town of Henrietta a proposal for Landscape Architectural Services, dated May 7, 2014, a copy of which is attached and on file in the Town Clerk's Office, and

WHEREAS, the proposed scope of services, as more fully detailed therein, is to provide Landscape Architectural Services in order to supplement current Town Staff.

THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized, on behalf of the Town of Henrietta, to execute the proposed Landscape Architectural Services proposal with McCord Snyder Landscape Architecture, PLLC, through December 31, 2014, at the hourly billing rates set forth in said proposal.

BE IT FURTHER RESOLVED, that the Director of Finance be hereby authorized to pay McCord Snyder Landscape Architecture, PLLC, for Landscape Architectural Services performed at the rates set forth in said proposal, upon satisfactory completion and acceptance of the services provided, by the Director of Engineering and Planning.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

RESOLUTION #12-153/2014

On Motion of
Councilman Mulligan

Seconded by
Councilman Breese

WHEREAS, a Community Development Block Grant for the 2012 CDBG YR 37 Sewer Slip Lining Project Phase I (year 2014), in the amount of \$37,250.00, is available through Monroe County, and

WHEREAS, this Grant provides for sanitary sewer repairs on Holiday Road and Summer Sky Drive in the Town of Henrietta.

THEREFORE, BE IT RESOLVED, that the Supervisor, on behalf of the Town, be hereby authorized to accept and sign the Community Development Construction Agreement for said Grant.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

RESOLUTION #12-154/2014

On Motion of
Councilman Breese

Seconded by
Councilman Page

WHEREAS, a Community Development Block Grant for the 2013 CDBG YR 38 Sewer Slip Lining Project Phase II (year 2014), in the amount of \$34,750.00, is available through Monroe County, and

WHEREAS, this Grant provides for sanitary sewer repairs on Holiday Road and

Summer Sky Drive in the Town of Henrietta.

THEREFORE, BE IT RESOLVED, that the Supervisor, on behalf of the Town, be hereby authorized to accept and sign the Community Development Construction Agreement for said Grant.

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye
		Carried

RESOLUTION #12-155/2014

On Motion of
Councilman Page

Seconded by
Councilman Breese

BE IT RESOLVED, that the following people be hired:

Rachel Leake Recreation Department, Recreation Attendant, Seasonal @ \$8.50/hr., effective June 5, 2014.

Michael Stein Recreation Department, Recreation Attendant, Seasonal @ \$10.00/hr., effective June 5, 2014.

Kelsey Pratt Recreation Department, Recreation Attendant, Seasonal @ \$10.00/hr., effective June 5, 2014.

Colin Leverich Highway Department, Summer Seasonal @ \$8.25/hr., effective June 1, 2014.

BE IT RESOLVED, that the following person be re-hired:

Emma Bettiol Assessor's Office, Part-Time Seasonal @ \$12.25/hr., effective July 7, 2014.

BE IT FURTHER RESOLVED, that the following Step Progression increase, originally granted through Resolution #7-100/2014, be corrected per the Collective Bargaining Agreement effective April 1, 2014:

TITLE	NAME	CURRENT RATE	NEW RATE
MEO	Gregory J. Wood	\$19.25	\$19.54

SUPERVISOR MOORE

Discussion? Please call the roll.

Duly put to a vote:

Councilman Mulligan	voting	Aye
Councilwoman Zinck	voting	Absent
Councilman Page	voting	Aye
Councilman Breese	voting	Aye
Supervisor Moore	voting	Aye

Carried

SUPERVISOR MOORE

That concludes the Resolution part of our Meeting. We have one individual signed up to speak on public comment and that would be Gladys Hargrave. Could you please come to the microphone?

GLADYS HARGRAVE, 3833 EAST HENRIETTA ROAD

My name is Gladys Hargrave-Reeves. I am here to apologize for the last meeting that I was at. The feelings were very, very high and I wanted to apologize for anything that I may have said or done that was inappropriate and especially to Mr. Page. The feelings were very high and they still are and I think one of the reasons that they are so high is that we are afraid of losing our group of women that have somehow found a way of getting along with each other and bringing some wonderful things to the Henrietta Senior Citizen Center. I don't attend that much, but when I do go I see them getting along and if anybody knows how wonderful it is when you can get a bunch of women to work good together, that's amazing. It truly is. I can speak of one of them that I know very well and I don't think I would be out of line for calling her name, because she's like a daughter to me to be honest with you. What you see with me is what you get. I don't try to be someone that I'm not. And the one person in particular that I know very well is Mrs. Leonard. I'm not sure if the Board understands that we are very, very fortunate to have her working with us. When I say us I mean the older people. She has been a business owner successfully and a co-business owner successfully. She is college educated, she's a mother, her children went to Rush-Henrietta. I'm so afraid that we're going to lose what we have there. Shelly, on the other hand, was smart enough to hire her and I'm very pleased about that. And again, I will apologize to anybody that I offended, but I feel very strongly about Henrietta when I said that I'm willing to do anything to make Henrietta a better place to live. I'm here. It doesn't matter who's a Republican, who's a Democrat, or whatever. I'm here to help. And I think the people that know me, there are people here that have known me for a lot of years and I think that they will say what I'm saying is true. So that is what I'm here for and I do thank you for your work. I truly do, because I think that when all is said and

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done, you're here for one reason and one reason only and that is to make Henrietta a better place. And I thank you for that. And I am apologizing again if I said something that was out of line, but I am afraid that we are going to lose the people that we have there and I would hate to see that happen. So thank you for your time.

COUNCILMAN MULLIGAN

Thank you.

COUNCILMAN BREESE

Thank you.

SUPERVISOR MOORE

Thank you. There's also one other person that signed up and it's, I can hardly read the writing, Bergitta Van... if you can say your name, I'm sorry.

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

Birgitta Varandani. That's not an easy one.

SUPERVISOR MOORE

If you just give us your name and address and if you talk into the microphone so the other people can hear.

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

I'm... can you hear me?

SUPERVISOR MOORE

Yeah.

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

I'm Birgitta Varandani and I'm here tonight, first I wanted to say thank you...

(Unidentified from audience, "Put your face right by the microphone, because we can't hear you.")

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

Okay. I'm here tonight, first I wanted to say thank you for voting no for a casino here. It was a wise decision and it remains to see what the parcel of land will be used for in the future and we'll have to keep our eyes and ears open. Now I've come here to propose a business instead that would bring construction jobs and other jobs later to the area and that I think would fit much better for Henrietta. And that is a company called Ikea. It's a store, I-K-E-A, Ikea. And I don't know if anybody here is familiar with it.

COUNCILMAN PAGE

Oh yeah.

COUNCILMAN BREESE

Very familiar with it.

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

You do. How about anybody here? Put your hand up. It's a store that started basically like Wegmans by one person and it's now worldwide. And it has anything you need for your home and that includes the kitchen sink. But the closest store is in Canada. So you have a Passport or you have a special driver's license and it takes two and a half (2-1/2) hours to get there and then you have to get over the bridge coming back. And you can sit there for one to one and a half (1 – 1-1/2) hours. Closest one in the US is in Pittsburgh, Pennsylvania; takes four (4) hours to get to. There's one in New York City, etc., etc. But, I think Henrietta would be a good place. We have a good uptake area for them and we have the Thruway, we have exit forty-six (46) and we have I-390 that goes down to Corning. We have a (*inaudible*) parkway which connects at I-390 at Dansville and it's one and a half (1-1/2) hours to Syracuse and one (1) hour to Buffalo. Plus, we have eighty thousand (80,000) students or more that come here regularly. Some of them come from abroad and they all need things. And above and beyond that, they have a very nice cafeteria with good food and with coffee and pastries I can recommend. (*Laughter*) And it would be good for jobs. It would be good and safe and steady jobs for people and also it would bring people in and they would stay here, overnight probably, and they would go to the other stores in the area and we have all kinds for them to do, like the Play Museum, Genesee Country Village, the vineyards, etc., etc. So I think that would be very nice for this area.

COUNCILMAN BREESE

I would have to agree. When we went through, when Wilmorite was redoing the Marketplace, they lagged; they didn't announce who was coming into those two (2) new locations and the amount of people who came up to me and said, "Boy, I hope it's Ikea," was several...

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

I know very well.

COUNCILMAN BREESE

...so it's certainly a well-run organization and it would be certainly an asset.

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

I think that it would be very nice for Henrietta and I think they would be interested if they knew sort of the possibilities with it. And also, I think we'd all like it frankly. So please consider it and last time I heard, well that was a few years ago, it was the store in Philadelphia that sort of dealt with the development of stores in the US. I don't know if that is still happening, but their, the main office sort of was in Sweden in a small place, so I'm sure that that can be managed.

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SUPERVISOR MOORE

Thank you.

BIRGITTA VARANDANI, 28 DEBRAN DRIVE

Thank you.

SUPERVISOR MOORE

Thank you very much. Before we adjourn, I would like for all of you to wish Councilman Page a happy birthday. Today he's fifty-nine (59).

(Applause)

SUPERVISOR MOORE

And can I...

COUNCILMAN PAGE

Fifty-nine (59) plus ten (10).

(Laughter)

SUPERVISOR MOORE

Can I have a motion to adjourn, please?

The Regular Meeting of the Henrietta Town Board was moved for adjournment by Councilman Page, seconded by Councilman Mulligan at 7:26 P.M. and was adjourned without objection.

Respectfully submitted,

Rebecca B. Wiesner

Deputy Town Clerk

LEGAL DESCRIPTION
LOT 1
VASILE SUBDIVISION

All that tract or parcel of land situated in Town Lot's 14,13 & 15, Township 12, Range 5 & 6 5 of the Phelps & Gorham Purchase in the Town of Henrietta, County of Monroe, State of New York and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of John Street, said point being the point of curvature of lands acquired by the Monroe County Department of Transportation and having a station of 120+87.76 per map number 12 parcel numbers 1,2,3,4 & 5;

Thence northerly along the easterly right-of-way of John Street on a bearing of N 46° 58' 12" E a distance of 922.44 feet to a point;

Thence easterly on a bearing of N 87° 49' 58" E a distance of 950.50 feet to a point, said point being in the west line of Town Lot 14;

Thence southerly along the west line of Town Lot 14 on a bearing S 20° 43' 47" W a distance of 906.46 feet to a point, said point being in the southeast corner of Town Lot 14;

Thence westerly along the south line of Town Lot 14 on a bearing of S 88° 33' 07" W a distance of 966.75 feet to a point;

Thence northerly on a bearing of N 01° 25' 48" W a distance of 119.73 feet to a point;

Thence westerly on a bearing of S 88° 34' 12" W a distance of 428.32 feet to a point, said point being in the easterly right-of-way of John Street;

Thence northerly on a curve to the right having a radius of 1,300.00 feet and a curve length of 135.95 feet to a point, said point being the true point and place of beginning.

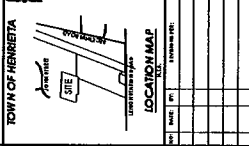
Subject to all covenants, easements and restrictions of record if any affecting said premises as recorded in the Monroe County Clerk's office.

Being and hereby intending to describe a parcel of land, containing 22.344 acres of land more or less to the right-of-way of the John Street, as shown on a survey map prepared by the DDS Companies and dated April 22, 2014.

DDS
 45 HENDRIK ROAD
 WEST HENRIKTA, NY
 14586
 PHONE (800) 389-7640
 FAX (800) 389-7647



RICHARD E. MAIER, L.S.
 050491



PROJECT NAME
VASILE SUBDIVISION AND OTHER LANDS

DESIGNED BY: M.J.G.
 CHECKED BY: R.E.M.
 APPROVED BY: R.E.M.
 DATE: 4/22/2014
 PROJECT NO: 14-1015

DRAWING TITLE
SUBDIVISION
 DRAWING SCALE
1" = 200'
 DRAWING NO.
22-14-1015

REFERENCES
 CONTRACT AGREEMENT WITH MONROE COUNTY HEALTH DEPARTMENT
 DATED 7/10/14
 CONTRACT AGREEMENT WITH MONROE COUNTY HEALTH DEPARTMENT
 DATED 7/10/14
 CONTRACT AGREEMENT WITH MONROE COUNTY HEALTH DEPARTMENT
 DATED 7/10/14
 CONTRACT AGREEMENT WITH MONROE COUNTY HEALTH DEPARTMENT
 DATED 7/10/14

SITE DATA:
 TOTAL AREA: 41.333 ACRES
 TOTAL AREA: 41.333 ACRES
 TOTAL AREA: 41.333 ACRES
 TOTAL AREA: 41.333 ACRES

MONUMENT DATA:
 MONUMENT: JOHN BY STRECHON PROJECT
 DATE: 1/1/1974
 MONUMENT: JOHN BY STRECHON PROJECT
 DATE: 1/1/1974
 MONUMENT: JOHN BY STRECHON PROJECT
 DATE: 1/1/1974

MONROE COUNTY PRECISE SURVEY
 FOR CERRIAL MOUNTAIN FALLS
 COUNTY MONUMENT CENTERED BY DATE
 FOR THE TOWN OF COURT ADMINISTRATION LAW

MONROE COUNTY HEALTH DEPARTMENT
 MONROE COUNTY HEALTH DEPARTMENT
 100 N. STATE ST. MONROE, NY 14627
 PHONE: (607) 735-1000

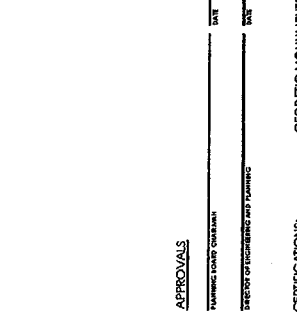
SURVEY CONTROL:
 THE PREPARATION AND CONSTRUCTION OF THIS SURVEY HAS BEEN UNDER THE CLOSE PERSONAL SUPERVISION OF THE SURVEYOR, WHO HAS BEEN DULY LICENSED BY THE STATE OF NEW YORK.
 THE SURVEYOR HAS BEEN ADVISED BY THE CLIENT THAT THE SURVEY IS TO BE USED FOR THE PURPOSES OF THE SUBDIVISION OF THE LANDS SHOWN ON THIS MAP.

GEODETIC MONUMENTS
 THE SURVEYOR HAS LOCATED AND SET THE MONUMENTS SHOWN ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 29-01 OF THE SURVEYING AND MAPPING LAW OF THE STATE OF NEW YORK.
 THE MONUMENTS ARE TO BE MAINTAINED AND PROTECTED BY THE OWNER OF THE LANDS SHOWN ON THIS MAP.

NOTES:
 1. UNIMPROVED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF EDUCATIONAL LAW.
 2. THIS SURVEY IS SUBJECT TO ANY AND ALL ENCRUMBERMENTS DUE TO THE AMOUNT OF SNOW AT THE TIME OF THE SURVEY.

LEGEND
 B.A. MONUMENT OR NAIL
 C. CONCRETE MONUMENT
 4. UTILITY POLE & ANCHOR
 5. EXISTING MANHOLE
 6. EXISTING VALVE
 7. MONUMENT TO BE SET

APPROVALS
 SURVEYOR: RICHARD E. MAIER, L.S.
 DATE: 4/22/2014



MONROE COUNTY HEALTH DEPARTMENT
 100 N. STATE ST. MONROE, NY 14627
 PHONE: (607) 735-1000

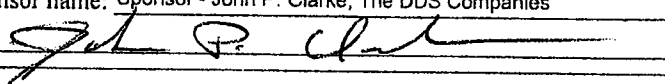
617.20
Appendix B
Short Environmental Assessment Form

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			
John Street - East - Subdivision and Rezoning / The DDS Companies			
Name of Action or Project: John Street - East - Subdivision and Rezoning			
Project Location (describe, and attach a location map): John Street, Town of Henrietta, Monroe County			
Brief Description of Proposed Action: Subdivision of the existing 63.677 acre parcel into two (2) lots. Lot 1 will be 22.344 acres and Lot 2 will be the remaining 41.333 acres. Lot 1 is proposed to be rezoned from Residential (R-1-15) to Industrial (I).			
Name of Applicant or Sponsor: RRL Acquisitions, LLC - Applicant		Telephone: 585-334-1120	
		E-Mail:	
Address: 1020 Lehigh Station Road			
City/PO: Henrietta		State: NY	Zip Code: 14467
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? 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.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Town Board of Henrietta Town Planning Board of Henrietta			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		63.677 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		63.677 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Sponsor - John P. Clarke, The DDS Companies		Date: 4-29-14
Signature: 		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

May 27, 2014

Town Board
Town of Henrietta
475 Calkins Road
Henrietta, NY 14467

Re: John Street Extension, Empire United Soccer Academy, Inc. 2361
S.U.P. #2013-030

Dear Board Members:

On behalf of the property owner and applicant, Empire United Soccer Academy, Inc., we are requesting the Town Board to grant an extension to the above-referenced Special Use Permit pursuant to Article XII Section 295-54D of the Town Code. The applicant is requesting a six month extension to complete financing and securing sponsorships.

In June 2013, the applicant obtained a Special Use Permit from the Henrietta Town Board to develop and operate five (5) soccer fields with associated parking areas, in a Residential R-1-15 and Industrial Zoned District, Tax Account Nos. 174.02-1-9.1 and 174.02-1-9.2. There have been no material changes to the plan or the reasons considered in the granting of the original Permit.

We ask that this request is considered at your next Special Use Permit meeting on June 4, 2014. We will be in attendance to answer questions concerning this request.

If you require any additional information prior to the meeting, please contact our office.

Sincerely,
BME ASSOCIATES



Andrew E. Moroz

AEM:blr

c: Terry Ekwel; Town of Henrietta
Chris Martin; Town of Henrietta
Jim Mort; Empire Soccer Academy, Inc.
John Antetomaso, Realtor, Broker, LRS, HBR, GRI; Re/Max Plus

TOWN OF HENRIETTA

INTEROFFICE MEMORANDUM

DATE: May 29, 2014

TO: Craig Eckert
Commissioner of Public Works

FROM: Christopher E. Martin, P.E. *C E M*
Director of Engineering & Planning

SUBJECT: Graywood Meadows Subdivision, Section 1
East Path Rise, Elmcrest Rise, and Erin Lane
Application No. PB-282.1
Town of Henrietta

This is written confirmation that the construction work performed for the subdivision section referenced above has been inspected and determined to be acceptable. All construction work completed under this project was constructed in accordance with the approved plans and to the Town of Henrietta's specifications.

The construction of the storm sewer system and roadway system improvements was completed by the Contractor, Pooler Enterprises, Inc. The Developer has satisfactorily completed the majority of the outstanding construction punch list items. The Record Utility and Monument Drawings have been completed and accepted. The total construction costs for the storm sewer system and roadway system was \$1,164,772.00. The Contractor has furnished a 10% Maintenance Bond to the Town of Henrietta in the amount of \$116,472.00. The final acceptance date and commencement of this two (2) year Maintenance Bond began on August 5, 2013.

It is recommended that the dedication of all construction work completed on the storm sewer system and roadway system be accepted for this subdivision section.

xc: Ken Marvald – Jaynes Riverview, LLC
Paul D. Skelly – Pooler Enterprises, Inc.
Peter Vars, P.E. – BME Associates
File

Warranty Deed

This Indenture, made the _ day of _____ 20__ and between, **Jaynes Riverview LLC** with offices located at 1001 Lexington Avenue, Rochester NY 14606, being the party of the first part, and the **Town of Henrietta**, a municipal corporation organized under the laws of the State of New York with offices located at **475 Calkins Road, Henrietta, New York 14467**, being party of the second part.

Witnesseth, that the party of the first part, in consideration of one Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby grant a release unto the party of the second part, it's successors and assigns forever,

All that tract or parcel of land situate in the Town of Henrietta, County of Monroe, and State of New York, being the highways or streets shown on Subdivision Plans of Graywood Meadows Section 1, Phases 1 and 2 Subdivision Plat, and designated as East Path Rise, Elmcrest Rise, and Erin Lane. Said maps having been recorded in the Monroe County Clerk's Office in Liber 339 of Maps, page 88 and Liber 341 of Maps, pages 6, 7, and 8 are more particularly described in "Schedule A", attached.

Together with all sanitary and storm sewer lines lying within said highways, the above described premises are dedicated, released, and conveyed to the Town of Henrietta, County of Monroe, State of New York for highway purposes and all other public purposes relating thereto and for public services and uses, including the right to construct and maintain underground conduits for water, gas, sewer, electric, and other necessary lines or wires for public use.

Subject to all covenants, easements, and restrictions of record affecting said premises. Being part of premises conveyed to the party of the first party by Deed dated December 8th, 2005 and recorded on December 12th, 2005 in the Monroe County Clerk's Office in Liber 10227 of Deeds, Page 378.

Tax Account No.: 188.01-1-7.11
Address: East Path Rise, Elmcrest Rise, Erin Lane
West Henrietta NY,

AND SAID Grantor covenants as follows:

FIRST, that the Grantee shall quietly enjoy the said premises;

SECOND, that the Grantor will forever warrant the title to said premises;

THIRD, that, in Compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

By _____

STATE OF NEW YORK)
COUNTY OF MONROE)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to 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 Signature and Stamp

Proposed Description of
East Path Rise

ALL THAT TRACT OR PARCEL OF LAND containing 2.724 acres more or less, situate in the Phelps and Gorham Purchase, Township 12, Range 7, Town Lot 21, Town of Henrietta Sixth Range of Lots, Town of Henrietta, County of Monroe, and State of New York, as shown on the drawings entitled "Graywood Meadows, Final Section 1, Subdivision Plat," prepared by BME Associates, having drawing numbers 2192A-02, 04 & 05 last revised May 13, 2010, as filed in the Monroe County Clerk's Office in Liber 339 of Maps, Page 88, Liber 341 of Maps, Page 6, and Liber 341 of Maps, Page 8 being more particularly bounded and described as follows:

Commencing at a point on the easterly right-of-way line of Elmcrest Rise (60' Right-of-Way) having centerline PT station 4+45.93; thence

- A. N 27°15'17" E, along said easterly right-of-way line, a distance of 3.60 feet to the Point of Beginning; thence
 1. N 27°15'17" E, a distance of 121.45 feet to a point; thence
 2. Southerly, along the arc of a curve to the left, having a radius of 30.00 feet and a chord bearing of S 23°11'00" E, an arc distance of 52.82 feet to a point; thence
 3. Easterly, along the arc of a curve to the left, having a radius of 270.00 feet, a distance of 87.55 feet to a point; thence
 4. N 87°47'57" E, a distance of 1,636.60 feet to a point; thence
 5. Easterly, along the arc of a curve to the left, having a radius of 187.50 feet, a distance of 167.95 feet to a point; thence
 6. S 53°31'18" E, a distance of 60.00 feet to a point; thence
 7. Southwesterly, along the arc of a curve to the right, having a radius of 247.50 feet and a chord bearing of S 62°28'59" W, a distance of 221.69 feet to a point; thence

8. S $87^{\circ}47'57''$ W, a distance of 1633.60 feet to a point; thence
9. Westerly, along the arc of a curve to the right, having a radius of 330.00 feet, a distance of 128.02 feet to a point; thence
10. Westerly, along the arc of a curve to the left, having a radius of 30.00 feet, a distance of 43.34 feet to the Point of Beginning.

Proposed Description of
Elmcrest Rise

ALL THAT TRACT OR PARCEL OF LAND containing 1.588 acres more or less, situate in the Phelps and Gorham Purchase, Township 12, Range 7, Town Lot 21, Town of Henrietta Sixth Range of Lots, Town of Henrietta, County of Monroe, and State of New York, as shown on the drawings entitled "Graywood Meadows, Final Section 1, Subdivision Plat," prepared by BME Associates, having drawing numbers 2192A-02 & 03, last revised May 13, 2010, being more particularly bounded and described as follows:

Commencing at a 5/8" rebar found marking the intersection of the easterly boundary line of lands now or formerly of NY Assembly Hall of Jehovah's Witnesses (T.A. No. 188.01-01-7.12) with the northerly right-of-way line of Farrell Road Extension (76' Right-of-Way), said point having New York State Plane NAD 27 coordinates of N:1,110,295.64, E: 734,558.47; thence

- A. N 87°45'07"E, along said northerly right-of-way line, a distance of 339.09 feet to the Point of Beginning; thence
 1. Easterly, along the arc of a curve to the left, having a radius of 30.00 feet, a distance of 47.10 feet to a point; thence
 2. N 02°12'03" W, a distance of 126.68 feet to a point; thence
 3. Northerly, along the arc of a curve to the right, having a radius of 530.00 feet, a distance of 272.47 feet to a point; thence
 4. N 27°15'17" E, a distance of 390.73 feet to a point; thence
 5. Northeasterly, along the arc of a curve to the right, having a radius of 230.00 feet, a distance of 243.04 feet to a point; thence
 6. N 87°47'57" E, a distance of 130.53 feet to a point; thence
 7. S 02°12'03" E, a distance of 60.00 feet to a point; thence

8. S $87^{\circ}47'57''$ W, a distance of 130.53 feet to a point; thence
9. Westerly, along the arc of a curve to the left, having a radius of 170.00 feet, a distance of 179.64 feet to a point; thence
10. S $27^{\circ}15'17''$ W, a distance of 390.73 feet to a point; thence
11. Southwesterly, along the arc of a curve to the left, having a radius of 470.00 feet, a distance of 241.62 feet to a point; thence
12. S $02^{\circ}12'03''$ E, a distance of 126.58 feet to a point; thence
13. Southerly along the arc of a curve to the left, having a radius of 30.00 feet, a distance of 47.15 feet to a point; thence
14. S $87^{\circ}45'07''$ W, a distance of 120.00 feet to the Point of Beginning.

Proposed Description of
Erin Lane

ALL THAT TRACT OR PARCEL OF LAND containing 19,607 square feet more or less, situate in the Phelps and Gorham Purchase, Township 12, Range 7, Town Lot 21, Town of Henrietta Sixth Range of Lots, Town of Henrietta, County of Monroe, and State of New York, as shown on the drawing entitled "Graywood Meadows, Final Section 1, Subdivision Plat," prepared by BME Associates, having drawing number 2192A-05, last revised May 13, 2010, as filed in the Monroe County Clerk's office in Liber 339 of Maps, Page 88, being more particularly bounded and described as follows:

Beginning at a capped rebar found marking the intersection of the westerly right-of-way line of East River Road (County Road 84) (66' Right-of-Way) with the northerly right-of-way line of Farrell Road Extension (76' Right-of-Way); thence

- A. S75°42'21"W, along said northerly right-of-way line, a distance of 300.67 feet to the Point of Beginning; thence
 1. S 75°40'43" W, a distance of 120.12 feet to a point; thence
 2. Easterly, along the arc of a curve to the left, having a radius of 30.00 feet and a chord bearing of N 31°59'56" E, an arc distance of 45.77 feet to a point; thence
 3. N 11°42'30" W, a distance of 262.32 feet to a point; thence
 4. Northerly, along the arc of a curve to the left, having a radius of 30.00 feet, a distance of 42.15 feet to a point; thence
 5. N 87°47'57" E, a distance of 3.01 feet to a point; thence
 6. Easterly, along the arc of a curve to the left, having a radius of 247.50 feet, a distance of 105.28 feet to a point; thence
 7. Southwesterly, along the arc of a curve to the left, having a radius of 30.00 feet and a chord bearing of S 25°51'33" W, an arc distance of 39.34 feet to a point; thence
 8. S 11°42'30" E, a distance of 261.88 feet to a point; thence
 9. Southerly, along the arc of a curve to the left, having a radius of 30.00 feet, a distance of 48.48 feet to the Point of Beginning.

TOWN OF HENRIETTA

INTEROFFICE MEMORANDUM

DATE: May 29, 2014

TO: Mike Catalano
Drainage, Sewer, and Sidewalk Department

FROM: Christopher E. Martin, P.E. *CEM*
Director of Engineering & Planning

SUBJECT: Graywood Meadows Subdivision, Section 2
Application No. PB-282.2
Town of Henrietta

This is written confirmation that the construction work performed on the sanitary sewer system for the subdivision section referenced above has been inspected and determined to be acceptable. All construction work completed under this section was constructed in accordance with the approved plans and to the Town of Henrietta's Specifications.

The construction of the sanitary sewer system was completed by the Contractor, Pooler Enterprises, Inc. The Developer has satisfactorily completed the construction punch list items tabulated in our letter dated January 9, 2014. The final Record Utility Drawings are in the process of being completed. The total construction cost for the sanitary sewer system is \$105,251.00. The Contractor has furnished a 10% Maintenance Bond to the Town of Henrietta in the amount of \$10,500.00. The final acceptance date and commencement of this two (2) year Maintenance Bond began on April 28, 2014.

It is recommended that the dedication of all construction work completed on the sanitary sewer system be accepted for this section.

xc: Ken Marvald – Jaynes Riverview, LLC
Paul D. Skelly – Pooler Enterprises, Inc.
Peter Vars, P.E. – BME Associates
File



Stantec Consulting Services Inc.
61 Commercial Street, Suite 100, Rochester NY 14614-1009

May 20, 2014

Attention: Mr. Chris Martin
Director of Planning and Engineering
Town of Henrietta
475 Calkins Road
Henrietta, New York 14467

Dear Chris,

Reference: Proposal for Landscape Architectural Consulting Services

It is our understanding that the Town of Henrietta is seeking a landscape architectural consultant for the review of landscape plans submitted by applicants to the Town for site plan approval. As you are aware, Stantec has provided these services on numerous projects for the Town since 2006 and; therefore, we are quite versed in the Town's landscape requirements. We believe that our project experience in Henrietta, our staff capabilities, expertise and knowledge of local climatic and environmental factors make our firm extremely qualified to continue to provide landscape architectural consulting services to the Town.

It will be my pleasure to once again serve as lead landscape architect for plan review. As a registered landscape architect with over thirty years of experience, I am quite familiar with the planting aspects of landscape design. Also as a resident of Henrietta, I have a personal interest in the visual environment of the Town.

I will be assisted by Sarah Hogan, a landscape designer with nine years of experience, who has a Bachelor of Landscape Architecture degree and is working towards her professional registration.

Scope of Services

It will be the responsibility of Stantec to review landscape plans submitted to the Town and provide written comments of our findings. Items to be reviewed include:

- Plant types, locations and sizes
- Seed mixes
- Plant hardiness
- Buffer requirements/design
- Appropriateness of the planting design
- Visibility impacts
- Planting details
- Consistency with streetscape
- Potential conflicts with existing and proposed utilities.
- Conformance with Town Checklist



May 20, 2014
 Mr. Chris Martin
 Page 2 of 2

Reference: Proposal for Landscape Architectural Consulting Services

Fees for Services

The time required to review landscape plans will vary based upon the complexity and size of the project. Therefore, we propose that fees for our services be accrued on a time and materials basis using the following rates for year 1:

Malinda Gaskamp, Registered Landscape Architect	\$141.00
Sara Hogan, Landscape Designer	\$100.00

Because the term of the agreement may extend over a number of years, we propose an escalation rate for hourly services of 3% per year.

We estimate that a typical project includes one (1) 22" x 34" landscape plan and will require approximately two (2) hours of labor to perform the initial review of the plan and to prepare written comments. Under this scenario, a typical project fee would be approximately \$225. However, the required review time may vary depending on the level of completeness of the submittal.

This estimated fee stated above excludes reimbursable expenses. Reimbursable expenses (i.e. printing of plans, postage, mileage, special deliveries) will be billed at 1.1 times direct cost.

If you are in agreement with this proposal, please sign below and return to my attention. By signing this proposal, you (the Client) authorize Stantec to proceed with the services described herein and acknowledge that you have read and agree to be bound by the attached Professional Services Terms and Conditions. Should you have any questions or concerns, please feel free to contact me. Once again, we appreciate the opportunity to offer these services and look forward to being a part of the Town's team.

Regards,

STANTEC CONSULTING SERVICES INC.

Malinda Gaskamp
 Managing Senior Associate
 Phone: (585) 413-5211
 Fax: (585) 424-5951
 malinda.gaskamp@stantec.com

 Chris Martin
 Director of Planning and Engineering –
 Town of Henrietta

Date: _____

Attachment: Professional Services Terms & Conditions

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Stantec

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Work Order (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The CLIENT will reimburse STANTEC for all reasonable attorney fees, court costs, and other legal or administrative costs incurred to effect or ensure collection of amounts owing by the CLIENT.

The CLIENT agrees that the amounts indicated in Work Orders are estimates only and are subject to change, including but not limited to changes in standard hourly rates.

When STANTEC engages the SERVICES of sub-consultants or sub-contractors in the performance of the SERVICES, STANTEC will include the sub-consultant's or sub-contractor's invoiced amount plus a service charge of 10% of the value of the sub-consultant or sub-contractor work in STANTEC's invoice to the CLIENT.

It is understood that unless expressly included in the description of SERVICES the SERVICES do not include professional services provided by STANTEC for any legal action or suit. As such, fees for services such as court preparation, depositions, pretrial, conferences and non-testimony time will be charged at two (2) times the standard hourly rates. However, fees for in-court testimony will be three (3) times the standard hourly rates.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. The client consents to waive the right to unilateral termination without reasonable notice, understands the consequences of waiving this right and will only terminate upon giving 30 days' notice. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the AGREEMENT. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

ACCESS: The CLIENT will furnish STANTEC with access and right of entry onto any premises that are the subject of the SERVICES, and if such premises are not owned by the CLIENT, the CLIENT represents and warrants that it has full permission to allow STANTEC onto the premises. Such access, right of entry or permission shall be sufficient to enable the performance by STANTEC of the SERVICES. STANTEC will take reasonable precautions to minimize damage to the land or premises from its operations.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

UNDERGROUND STRUCTURES: It is the responsibility of the CLIENT to provide STANTEC with assistance in locating underground structures and utilities in the vicinity of any construction, exploration or investigation. STANTEC shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The CLIENT acknowledges and agrees that STANTEC may rely on such third party advice, so long as such third party is, in STANTEC's opinion, a reasonable source for such information, without any requirement that STANTEC shall make independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the CLIENT acknowledges that STANTEC



shall not be responsible for any direct, indirect, consequential or other damage done to any such underground subsurface structures or utilities. If neither party can confirm the location of such structures and utilities, the CLIENT agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damage caused by STANTEC or its sub-contractor(s) in the performance of the SERVICES.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed. No other warranty, expressed or implied, is made or intended by this AGREEMENT.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC more than three (3) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. STANTEC grants the CLIENT a non-exclusive right and licence to use, disclose and reproduce the documents solely for the purpose of the SERVICES. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the SERVICES is intended for the sole use of CLIENT. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, will remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

SAMPLES: STANTEC has neither created nor contributed to the creation of any hazardous, radioactive, toxic, pollutant or otherwise dangerous substance or condition at the site where the SERVICES are performed and therefore is not liable for any claims, costs, expenses, damages whether direct, indirect or consequential, or other liabilities arising from the presence of such material. However, it may be necessary for the performance of the SERVICES for STANTEC or its sub-contractor to take samples of a variety of sorts, including, without limitation, samples of soil, rock, or water. Such samples shall remain the property of the CLIENT although they are being handled, transported and disposed of by STANTEC or such subcontractor. The costs and expenses for all such handling, transport, and disposal shall be the responsibility of the CLIENT

UNEXPECTED CONTINGENCIES: For the purposes of this AGREEMENT, an "Unexpected Contingency" shall mean (i) any consequence arising out of inaccurate information, advice, or instructions provided by the CLIENT or any third party, (ii) strikes, walkouts, riots, unavoidable accidents, inclement weather, acts of God or a public enemy, or unavailability of transportation, (iii) any



lawful order issued by a government authority with jurisdiction at the location of the SERVICES, (iv) any unforeseen or unexpected contingency, the nonoccurrence of which was expressly or impliedly assumed in the AGREEMENT, or (v) any other cause beyond STANTEC's reasonable control.

If (i) STANTEC is unable to commence or complete the SERVICES within the time set forth in a Work Order because of any Unexpected Contingency, or (ii) STANTEC's performance of any covenant, agreement, condition or term of this AGREEMENT is prevented, delayed, made impossible or otherwise interfered with by an Unexpected Contingency, then both parties agree to negotiate the appropriate completion of the SERVICES. STANTEC shall not be liable under any circumstances to the CLIENT for any failure of STANTEC to perform the SERVICES to the extent that such failure is caused in whole or in part by any Unexpected Contingency.

THIRD PARTY RELIANCE: Only the CLIENT shall be entitled to rely on the Documents provided by STANTEC in the performance of the SERVICES. The Documents relate solely to the SERVICES for which STANTEC has been retained and shall not be used or relied upon by the CLIENT or any third party for any variation or extension of the SERVICES, any other project or any other purpose. Any unpermitted use by the CLIENT or any third party is strictly prohibited.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.

LANGUAGE: The parties acknowledge that they are satisfied that this AGREEMENT and all documents relating hereto be drawn up in the English language. Les parties aux présentes acceptent que la présente entente, ainsi que tous documents reliés, soient rédigés en anglais.

INTERPRETATION: The headings in this AGREEMENT are for convenience and shall not affect the construction hereof.

HIRING: The CLIENT shall not, during the term of this AGREEMENT and the two (2) year period immediately following termination of the AGREEMENT, however caused, either by itself or by or through any of its personnel or affiliates, directly or indirectly, hire, solicit or retain, or attempt to hire, solicit or retain, or influence the possible hiring, soliciting or retention by a third party of, any of STANTEC's or any of their affiliates' personnel (where such latter employee is responsible for areas of work for STANTEC at the commencement of, during provision of and/or at the termination of the SERVICES).

McCord Snyder Landscape Architecture PLLC

Site Planning, Park & Waterfront Design, Urban Design

MSLA

May 7, 2014

Mr. Chris Martin, P.E.
 Director of Engineering/Planning
 Town of Henrietta
 475 Calkins Road
 Henrietta, NY 14467

RE: Landscape Architecture Services

Dear Chris,

Thank you for the opportunity to provide professional plan review services to the Town of Henrietta. We would very much enjoy the opportunity to assist the town with review of development projects either on an hourly or contractual basis. We also currently provide services on a per-contract basis to the Towns of Irondequoit, Pittsford, Williamson, and Victor, the City of Rochester, and the Villages of Pittsford and Fairport. In the past, we have completed specific projects for the Towns of Webster, Chili, Brighton, Mendon, and Canadaigua.

Proposed Hourly Rates for 2014

McCord Snyder Landscape Architecture, PLLC

Landscape Architect/Principal (McCord)	\$ 110/Hr.
Landscape Architect (Snyder)	\$ 72/Hr

If you have any questions do not hesitate to give me a call and we would be happy to provide you with additional information and/or attend a meeting at which we can discuss how we can help your department in more detail. Thanks again for reaching out.

Sincerely,



Douglas C. McCord, ASLA