

**TOWN OF BRIGHTON TOWN BOARD  
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE  
MEETING AGENDA**

**Meeting Date: Tuesday, December 20, 2022 (3:30 p.m.)**

**Location: *AUDITORIUM*, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the December 6<sup>th</sup>, 2022 meeting.
2. Contract renewal with Brighton Volunteer Ambulance (Finance Dept.) – Request from Paula Parker for Town Board action to approve and authorize the Supervisor to execute a renewal agreement with Brighton Volunteer Ambulance for 2023 to provide emergency medical services in the Town in an amount not to exceed \$360,000. Contract contingent upon Town Attorney's approval (see letter from P. Parker).
3. Approve meeting schedule for 2023 to be included in the 2023 Organizational meeting – Review the two proposed 2023 FASC meeting schedule options and select one schedule for the 2023 calendar year. The schedule will be included at the January 3, 2023 Organizational meeting (see final drafts).
4. **TABLED from 11/1/2022, 11/15/2022 and 12/6/2022 FASC Meetings:**  
Review/Change RPTL Exemption Limits for Senior Citizens and People with Disabilities (Assessor's Dept.) – Review any available updated information.

**The next regularly scheduled meeting of the FASC will be held on  
TUESDAY, January 3, 2023 immediately following the  
Town Board Organizational meeting in the  
*AUDITORIUM* at the Brighton Town Hall.**

All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE\*\***

**Brighton Town Board**  
**Finance and Administrative Services Committee**  
**Meeting Notes from the Tuesday, December 6, 2022 Meeting**

**ATTENDEES**

**FASC Committee members:**

Jason DiPonzio (Chair)  
Robin Wilt  
Paula Parker (Staff to the Committee)  
Absent: William Moehle

**Other Town Councilmembers:**

**Department Heads/Other attendees:**

David Catholdi (Police)  
Mike Guyon (Highway/Public Works)  
Pam Post (Town Assessor)  
Gary Donofrio (Facilities)

The Town Board's Finance and Administrative Services Committee (the FASC) met at 3:30 p.m. and reviewed a number of contractual, procurement, finance and/or budget, and personnel related matters referred by Town departments and is prepared to make recommendations to the full Town Board as follows:

**Approval of Minutes:** Approval of Minutes – Receive and file the minutes of the November 15 2022 meeting.

**Town Bid/Proposal Authorizations and Awards:**

No matters for this meeting.

**Grant Authorizations and Acceptances:**

No matters for this meeting.

**Contracts and Contract Change Orders:**

Approve agreement with Sylvia Staples for Assessment Consulting Services at \$50 per hour in a total amount not to exceed \$5,000 (Assessor's Dept.) – The FASC discussed with Pam Post her request for Town Board action to approve and authorize the Supervisor to execute a contract with Sylvia Staples to provide assessment consulting to Pam Post. The hourly rate for contract is \$50 and total contract will not exceed \$5,000 for 100 hours of training, 10 hours which may be utilized before the end of 2022. Contract will terminate on December 31, 2023 (see letter from P. Post).

The FASC recommends the Town Board take favorable action on this matter.

Approve contract with Speedy's Cleaners for 2023 with three (3) renewal options (Police Dept.) – The FASC discussed with Police Chief David Catholdi his request for Town Board action to authorize the Supervisor to execute a contract with Speedy's Cleaners for uniform laundering and cleaning services for the

Police Department for 2023 with the option to renew for up to three (3) additional years. Quotes were solicited with only two firms responding with Speedy's being the lowest quote (see letter from D. Catholdi).

The FASC recommends the Town Board take favorable action on this matter.

Approve contract with Elmer's Brighton Garage for 2023 with three (3) renewal options (Police Dept.) – The FASC discussed with Police Chief David Catholdi his request for Town Board action to authorize the Supervisor to execute a contract with Elmer's Brighton Garage for vehicle and repair services for the Town of Brighton. Contract labor rate is \$90/hour with a 10% discount on the retail price of vehicle parts. Elmer's had the lowest quote for lube, oil and filter at \$56.00/\$61.50 (see letter from D. Catholdi).

The FASC recommends the Town Board take favorable action on this matter.

Approve two year contract with New York State Municipal Workers' Compensation Alliance effective January 1, 2023 (Finance Dept.) – The FASC discussed with Paula Parker her request for Town Board action to approve a new/renewal contract with New York State Municipal Workers' Compensation Alliance for two years effective January 1, 2023 and ending on December 31, 2024. The total cost of the contract for the two year period is \$363,440 (\$181,720 annually). This new contract is less than the prior two-year contract and will yield a \$30,204 saving to the Town over the new two-year period (see letter from P. Parker).

The FASC recommends the Town Board take favorable action on this matter.

Approve Service Contract Annex A – pricing change for the Paragon Compliance Master Service Agreement for 2023 (Finance Dept.) – The FASC discussed with Paula Parker her request for Town Board action to approve and authorize the Supervisor to sign the Service Contract Annex A with Paragon Compliance, LLC. The Annex increased per employee per month pricing from \$1.25 to \$1.33 – the first increase in five years. All other terms and conditions remain unchanged in the master agreement. We have also added the Fulfillment Lite service for approximately 155 employees for IRS form 1095 generation with employee addresses (see letter from P. Parker).

The FASC recommends the Town Board take favorable action on this matter.

### **Budget Amendments and Transfers:**

Approve budget transfer in the Personnel Department in the amount of \$3,500 for two laptop computers (Personnel Dept.) – The FASC discussed with Paula Parker the request from Tricia VanPutte for Town Board action to approve a transfer in the amount of \$3,500 from account A.PRSNL.1430.4.53 Attorney Fees to account A.PRSNL.1430.2.13 Computer Equipment. This will fund the purchase of two laptop computers and utilize the current laptop for field use by employees as well as the personnel staff (see letter from T. VanPutte).

The FASC recommends the Town Board take favorable action on this matter.

Approve budget transfer in the Facilities Department in the amount of \$2,850 for two vacuum cleaners and budget overage (Public Works/Facilities Dept.) – The FASC discussed with Gary Donofrio his request for Town Board action to

approve a transfer in the amount of \$2,850 from account A.DPW.1620.4.41 Maintenance/Repair Services to A.DPW.1620.2.40 Maintenance Equipment. This will fund the purchase of two new vacuum cleaners and correct a budget overage (see letter from G. Donofrio).  
The FASC recommends the Town Board take favorable action on this matter.

### **Personnel Matters:**

Amend 2023 FLAT salary schedule for Fire Protection District Administrator (Public Works Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to amend the 2023 FLAT salary schedule for the Fire Protection District Administrator. Due to the dissolution of the West Brighton Fire Protection District with the services being provided by Henrietta Fire District, the role of District Administrator has changed. Therefore, the salary for this position will be reduced by 50% from \$5,485 to \$2,743 effective January 1, 2023 (see letter from M. Guyon).  
The FASC recommends the Town Board take favorable action on this matter.

### **Other Matters for Action of the Town Board:**

Declare 2008 Ford Crown Victoria sedan as surplus to be sold at auction (Public Works Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to declare one (1) 2008 Ford Crown Victoria sedan (VIN# 2FAHP71V08X172940) as surplus to be sold at the next municipal live auction or on the online auction usually with Roy Teitsworth, Inc. (see letter from M. Guyon).  
The FASC recommends the Town Board take favorable action on this matter.

### **Other Matters for Discussion Only:**

The 2023 meeting schedule was reviewed. The FASC would like to consider keeping the meetings on Wednesday mornings year round. Paula will prepare an updated schedule for consideration at the next FASC meeting.

### **Matters Tabled for Research and/or Discussion:**

Review/Change RPTL Exemption Limits for Senior Citizens and People with Disabilities (Assessor's Dept.) – Request from Pam Post to review memo and options regarding the increase of income limits for this group. There is information regarding what some other municipalities are doing as well as Pam's recommendation (see memo from P. Post).

\*Pam updated the committee with the resolution passed by the Rush Henrietta School District increasing limits for this deduction to \$36,000 with a sliding scale to \$44,400.

The committee reviewed many options and the potential related impacts. This item was tabled and will remain on the agenda for discussion at the next FASC meeting on December 6, 2022.

Pam provided a update survey sheet indicating where other towns in Monroe County are in this process.

**Executive Session:**

No matters for this meeting.

The meeting was adjourned at 4:05 pm.

**The next regularly scheduled meeting of the FASC will be held on  
Tuesday, December 20<sup>th</sup>, 2022 at 3:30 PM  
in the *AUDITORIUM*\*\* at Brighton Town Hall.  
All members of the public are invited to attend FASC meetings.  
**\*\*AS PER THE REGULAR SCHEDULE\*\*****



## Finance Department

Paula Parker  
Director of Finance

December 20, 2023

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

RE: Brighton Volunteer Ambulance 2023 Contract Renewal

Dear Board Members:

I am recommending that your Honorable Body authorize the Supervisor to execute a contract for 2023 with Brighton Volunteer Ambulance, Inc., in an amount not to exceed \$360,000, to provide emergency medical services within the Town of Brighton. Contract will be effective from January 1, 2023 through and including December 31, 2023.

The total amount of the contract has not changed and will not exceed \$360,000 and funds have been budgeted in the 2023 budget.

This renewal will be contingent upon the Town Attorney's approval.

Also note that the Town will retain \$30,000 to be applied towards fuel usage by BVA in 2023. This retention has been increased for 2023 based on the annual, projected fuel usage by BVA as well as forecasts in fuel prices. BVA is in agreement with this retainage for fuel.

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

Sincerely,

Paula Parker  
Director of Finance

## CONTRACT FOR AMBULANCE SERVICE

This Agreement, effective as of January 1, 2023, between the Town of Brighton, acting for and on behalf of the Brighton Ambulance Services District with offices at 2300 Elmwood Avenue, Rochester, NY 14618, (hereinafter known as the "Town"), and the Brighton Volunteer Ambulance, Inc., a not-for-profit New York corporation with its principal place of business at 1551 Winton Road South, Rochester, NY 14618, (hereinafter known as "BVA").

WHEREAS, the Town desires to provide emergency medical service within the Town of Brighton; and

WHEREAS, in furtherance of that end, the Town has formed the Brighton Ambulance Services District (hereinafter known as the "District") pursuant to Article 12-A of the Town Law, such District consisting of all premises within the boundaries of the Town of Brighton; and

WHEREAS, BVA is an independent contractor duly authorized by the New York State Department of Health to provide emergency medical service, and is willing to provide such service within the District pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Town Board of the Town pursuant to Section 198(10)(f) of the Town Law, and by Resolution of the Board has authorized such an Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned, the parties agree as follows:

1. Work Statement

BVA agrees to provide, or cause to be provided, emergency medical service within the District. Such service shall consist of all personnel and equipment necessary to promptly and safely transport injured or ill persons from within the District to a hospital or other emergency medical facility as is necessary under the circumstances in accordance with good and accepted ambulance practice, and inclusive of Basic Life Support and Advanced Life Support services to ill and injured persons in connection therewith. Such service shall be subject to the standards as may be set forth by the New York State Department of Health and the Monroe-Livingston Emergency Medical Service Council. Such service shall be provided only in circumstances of medical emergency as generally defined by law and customary usage in such cases. BVA's right to provide such services pursuant to this Agreement shall be non-exclusive. BVA and the Town may rely on the Brighton Fire Department, Henrietta Fire District, other fire departments as determined by the Town, and/or commercial ambulance service providers to provide first response

services as part of the overall protocol and services plan for EMS services provided in the Town.

2. Standards of Performance

a. **Certifications.** BVA shall maintain New York State certification of its ambulance service as defined in Section 3006 of Article 30 of the Public Health Law of the State of New York and shall at all times comply with the standards required for such certification, during the period of this Agreement and shall provide evidence of such certification to the Town upon request.

b. **BLS Standards of Care.** BVA shall comply at all times with the latest Monroe-Livingston Regional Emergency Medical Service Comprehensive Emergency Medical Care Standards, as they may be amended during the period of this Agreement. Said standards shall be incorporated herein by reference as if included in full.

c. **Quality Assurance.** BVA shall develop, maintain and provide to the Town on execution of this agreement, a quality assurance program acceptable to the Town which shall at least maintain standards and certifications as at present.

d. **Medical Director.** BVA shall obtain the services of a suitably-qualified medical director in connection with the delivery of any services where such medical director is required by New York State Law or regulation.

e. **Response Time.** BVA shall exert its best efforts to ensure that calls are responded to within the standards set by the New York State Department of Health and the Monroe-Livingston Regional Emergency Medicine Council. Copies of such standards shall be provided to the Town by BVA upon the execution of this contract and updates, if any, to such standards shall be promptly provided to the Town after they are received by BVA. This provision shall not bind BVA to guarantee a response time for any individual call, nor shall it require BVA to guarantee the performance of other emergency medical services agency responding pursuant to mutual aid arrangements as specified in paragraph 2(f). BVA shall not be held responsible for delay or failure to reach the scene of a request for service due to reasons beyond BVA's control, lack of crew or equipment or hazardous road conditions.

f. **Mutual Aid.** BVA shall maintain arrangements with other emergency medical services, either commercial or volunteer, to respond to requests for emergency medical service within the District in the event that BVA is unable to respond. Pursuant to the mutuality provisions of such arrangements, BVA may respond at its discretion to requests from other emergency medical agencies for BVA's services outside the District. BVA shall provide to the Town on or



before March 31<sup>st</sup> of each year a copy of all mutual aid agreements it has entered into with all other responding agencies, and BVA shall provide to the Town by said date detailed data showing the number of calls for the prior calendar year which were covered through mutual aid by other responding agencies in the Town of Brighton and the number and priority of each such call covered by such other responding agency for a Brighton resident.

g. **Public Access.** The parties hereto agree that due to certain technical features incorporated therein, the Monroe County Enhanced 911 service offers the public the preferred means of accessing emergency service. In its advertising, listing of emergency numbers in the "emergency number" section of the Telephone Directory, and its promotional material including the distribution of stickers for attachment to telephones, BVA shall list "911" as the telephone number for accessing BVA's emergency medical services.

h. **Advanced Life Support.** The parties hereto understand that BVA agrees to provide Advanced Life Support (hereinafter known as "ALS") service with its own resources, to the extent such services are available using BVA's ALS technicians.

3. Gasoline and Fuel Rights

a. As a form of consideration for services provided pursuant to this Agreement, and as a portion of the total consideration provided, the Town and District authorize BVA during the term of this Agreement to utilize gasoline and/or diesel fuel from the Town's dispensing station in accordance with procedure established by the Town.

b. The value of the fuel to be provided to BVA under this Agreement will be the actual cost to the Town per gallon of fuel, as determined by the Town, plus 7% of the total cost of fuel as an administrative reimbursement.

c. The estimated annual value associated with the provisions of fuel is \$30,000 and, this amount will be deducted from the total amount due BVA for services provided. A detailed record of actual fuel use, and its associated value, will be kept by the Town and provided to BVA. In the event that any of the BVA vehicles can use E85 or other alternative fuels, consistent with manufacturer warranties and recommendations, and such alternative fuels are made available by the Town, BVA agrees to use such alternative fuels to the extent possible.

No later than 60 days following the close of the year, an annual accounting of actual vs. estimated value of fuel will be prepared by the Town. In the event less than \$30,000 of fuel value is used by BVA, the Town and District will process a claim for payment to BVA of the difference between \$30,000 and the actual value of fuel used. In the event BVA utilizes more than \$30,000 of fuel value, BVA will reimburse the Town and District, no later than 30 days after

the accounting is provided to BVA, the difference between the actual value of fuel used and \$30,000.

For each succeeding year of this Agreement, in January, the Town and District will estimate the value of fuel as partial consideration for services rendered, and so advise BVA of the computation. Such estimate will be based on actual usage in the prior year and a projection of the cost per gallon of fuel to be provided.

d. The Town and District reserve the exclusive right to cease providing fuel as partial consideration for services. In the event the Town is no longer able to make use of its dispensing station, for whatever reason, an accounting to date of cessation of service will be performed, and BVA will be paid in the normal course of business for any remaining value assigned to the provision of fuel under this Agreement. However, if the Town and District decide to no longer provide fuel for some other reason, provision of fuel cannot be stopped without 60 days prior written notice of the Town's and District's intention.

e. Each party represents to the other that it has in force, policies of liability insurance protecting against exposures arising out of or in connection with this Agreement and the actions which it may take under this Agreement. Each party agrees to indemnify as to its negligence the other against liability for the negligent use of vehicles, apparatuses, or supplies including gasoline and diesel fuel under this Agreement.

f. In consideration of the services to be performed hereunder, the District shall pay BVA the amount authorized to be paid to BVA by the Town Council in adopting the annual operating budget for the District for the subject fiscal year, less the value assigned for the provision of fuel under Section 3 of this Agreement. The net amount payable to BVA will be paid in one installment no earlier than March 1 and no later than April 15th, upon presentation by BVA of a properly executed Town claim voucher submitted to and approved by the Town Supervisor.

#### 4. Compensation

In consideration of the furnishing of its equipment, personnel, and services in the manner detailed herein, BVA shall receive from the Town an annual compensation amount of Three Hundred Sixty Thousand (\$360,000.00), less the value assigned for the provision of fuel under section 3 of this Agreement plus the use of ambulance and emergency response vehicles through the Brighton Volunteer Ambulance District. Such compensation is intended to compensate BVA for out-of-pocket expenses that Town residents would be obligated to pay for any bill for ambulance services, including all coinsurance amounts that residents would otherwise be responsible to pay if not for the provisions of paragraph 5 below prohibiting billing of Brighton residents. In the event

this Agreement is terminated by either party prior to December 31, 2023, pursuant to the provisions of Paragraph 10 hereof, BVA shall refund to the Town the pro rata share of the cash compensation previously paid for the year in which termination occurs.

5. Financial Procedures

a. BVA shall diligently continue its voluntary fund-raising drive(s) and third party billing, provided however that BVA agrees that it will not bill any amount of money, including a co-payment not covered by insurance, Medicare or Medicaid coverage, costs for ambulance service provided to Town residents during the terms hereof. Any statement of charges provided by BVA or its billing company to a Brighton resident shall clearly state that "NO PAYMENT IS DUE" and shall be in the form of the statements attached to this Agreement. BVA shall promptly refund to any and all Brighton Residents all funds paid by a Brighton Resident to BVA or its billing company for ambulance service fees and/or co-payments. The exception to billing Town residents with a statement that says a "NO PAYMENT IS DUE", will be for those calls that are classified as 'IPP.' IPP, or Insurance Paid Patient, is when the insurance company pays the patient directly and then the patient subsequently keeps the payment. BVA's billing company will then pursue collection efforts to obtain the funds paid by the insurance company to the Town resident based on instructions provided by BVA. In the event that these patients/residents do not pay their bill after adequate collection efforts have been exhausted, the Town resident will be referred to a collection agency for further collections of the amounts paid to the Town resident by the insurance company. Collections shall not include any co-pays or deductibles.

BVA shall provide to the Town Finance Department a detailed quarterly fiscal report on or before December 31 (for Sept-Nov), March 31 (for Dec – Feb), June 30 (for Mar – May) and September 30 (for June – Aug) setting forth the amount of each individual charge or expense which BVA has not charged to Brighton Residents pursuant to the provisions of this paragraph and for each said charge or expense, said report shall detail the following information: 1) The amount of the charge or expense; 2) Reason for the charge or expense (e.g. Co-Pay, Treat/Release, Deductible; No Transport, etc.); 3) Resident overpayment if any; 4) Patient Street; 5) Primary Insurance; 6) Type of Insurance; 7) Total Charge for call; 8) Other Payments and Insurance Adjustments. Any invoices sent to Brighton Residents that result in a payment by a Brighton Resident to BVA shall be reported to the Town within 30 days of receipt by BVA or its billing agent of said payment. The cost of preparing and distributing the quarterly financial reports shall be paid for by BVA.

b. As part of the Town's annual budgeting process, BVA agrees to:

- (i) abide by the budget preparation and review schedule of the Town,
- (ii) to provide a "line item" operating budget proposal with explanation and justification for each line item,
- (iii) to provide and annually update a five-year capital plan as part of the budget preparation process,
- (iv) to attend all budget "workshops", public hearings, and Town Board meetings as determined appropriate by the Town to respond to questions of the Town Board, Administration, and general public served in the District by BVA.

c. In the event that operating revenues exceed operating expenditures in any given year, even after budgeted transfers to reserve accounts have been made, BVA may retain such surplus operating funds.

d. BVA agrees that it will submit to the Town, no later than January 31st of each year, an audited financial statement for the previous fiscal year, prepared and certified by a certified public accountant, and BVA shall pay the costs of the same. Said audited financial statements shall at a minimum set forth total operating revenues, detailed revenues by source (e.g. compensation from Town, insurance payments, donations, private pay, co-pays, etc.), total operating expenses, detailed expenditures (e.g. wages, benefits, supplies, equipment, etc.) and deposits into BVA's reserve or savings accounts, fiscal year end balances of all accounts. The expense of preparation and distribution of the annual audit shall be paid for by BVA.

#### 6. Other Reporting Requirements

BVA shall annually prepare and present to the Town Board no later than March 31st (at a regularly scheduled Town Board meeting) a narrative and statistical report describing operations during the previous fiscal year, including but not limited to data on the number and types of calls received and responded to, a calculation of the average response time experience, mutual aid activity, and a list of BVA's current officers and directors.

#### 7. Additional Audits by the Town

BVA agrees to allow the Town to conduct periodic audits of its financial records,

including patient billings for Town residents as deemed necessary and advisable by the Town. Said audits shall be at the expense of the Town.

8. Indemnification and Insurance

a. BVA agrees to protect, defend, indemnify and hold the Town and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character, including the amount of judgments, penalties, interest, court costs and legal fees incurred by the Town in defense of same, arising in favor of any party, including governmental agencies or bodies, on account of claims, liens, debts, personal injuries, including personal injuries sustained by employees of the Town, death or damage to property, including property of the Town, and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to the services which BVA hereby agrees to provide, hereafter all jointly being referred to as "claims".

b. Notwithstanding the foregoing, BVA shall not be liable, nor shall BVA have to indemnify the Town or hold the Town harmless for claims resulting from the sole negligence of the Town.

c. The Town shall give BVA prompt notice of every claim received by the Town for which claim BVA is, in whole or in part, liable.

d. BVA, at its sole expense, agrees to investigate, handle, respond to, or provide defense for and defend any claim made against the Town for which claim BVA is claimed to be in whole or in part, liable, and BVA agrees to bear all other costs and expenses related thereto even if such claim is groundless, false, or fraudulent.

e. BVA shall maintain insurance to protect the Town and BVA from and against any and all claims, injury or damage to persons or property, both real and personal, arising from the services herein contracted for such types and in such amounts as is customarily maintained by volunteer ambulance companies serving comparable communities, all as reasonably approved by the Town.

f. BVA shall obtain and maintain, at its sole expense, and at a minimum, the following insurance coverage:

1. Comprehensive General Liability with an each occurrence limit of \$1,000,000 and \$2,000,000 aggregate for bodily injury and property damage. Such coverage is to include contractual liability

and errors and omissions coverage.

2. Automobile Liability with a limit of \$1,000,000 for bodily injury and property damage including mutual aid coverage.
3. Excess Umbrella Liability with a combined single limit of at least \$2,000,000 for bodily injury and property damage.
4. Workers Compensation Benefits with mandatory limits of coverage.

g. The Town shall be named as an additional named insured on each policy.

h. BVA shall obtain and maintain the required insurance coverage in such forms and with such insurance carriers as are approved by the Town, and the Town shall not unreasonably withhold such approval. BVA will provide and furnish to the Town certificates of insurance showing the above required insurance to be in full force and effect.

i. Each policy providing coverage hereunder shall provide that said policy can neither be canceled nor materially changed except upon sixty (60) days written notice, by certified mail, return receipt requested, to the Town.

j. The form and substance of the insurance provided by BVA to the Town may be reviewed and is subject to the approval of the Town Attorney.

9. Status of BVA

BVA expressly agrees that its status is that of an independent contractor, and that none of its officers, directors, or members are employees of the Town by virtue of this Agreement.

10. Term

This Agreement shall be effective from January 1, 2023 to and including December 31, 2023 and it shall be renewed upon the same basis each year thereafter for an additional term of one year, except that the amount of said contract, and fuel to be included therein, shall be set pursuant to the public budget process of the Town, unless one of the contracting parties shall notify the other in writing sent by personal delivery, or by first class mail, on or before October 1<sup>st</sup> that it elects to terminate this Agreement on December 31<sup>st</sup> of that year. If this Agreement shall be deemed to continue pursuant to the terms of the preceding sentence, the parties agree to execute and deliver an amendment incorporating an amended contract amount, and such other changes in terms and conditions as are agreeable to both parties.

This Agreement may also be terminated by either party immediately upon the issuance of written notice provided by the party wishing to terminate the Agreement to the other party, such written notice sent by personal delivery, or by first class mail, in the event that either (a) BVA ceases all or substantially all operations or announces its intention to do so, or (b) BVA is in default hereunder which default is not cured within such ninety (90) day period.

11. Assignment

BVA shall not assign, transfer, or convey any right, title, or interest in this Agreement or any part thereof without the previous approval in writing of the Town.

12. Vehicle Acquisition

In addition to the foregoing, the District has previously purchased ambulance vehicles, and it is the District's present intention to purchase additional vehicles for use of the BVA in providing services to the District. In consideration, BVA agrees and understands that it shall be responsible to house, operate, repair and maintain the Vehicles, so as to provide services hereunder and maintain the Vehicles in good operating order, and in compliance with all of the provisions of all warranties provided on the Vehicles by its manufacturer and/or equipment provider. Personal liability and/or property and casualty insurance with respect to such Vehicles shall, at the District's sole option, be maintained by the District or may be the responsibility of BVA if the District so desires. In the event BVA is responsible for such insurance, it shall be for amounts of coverage consistent with that maintained by the Town of Brighton on other emergency response vehicles. The cost of such insurance, if obtained by the District, shall be invoiced to BVA by the District, and paid within thirty (30) days after the date of such invoice, or, but only if so directed by BVA, deducted from the funds paid to the BVA under this Contract through the Town's budget process.

BVA intends to retain use of five (5) of the Districts ambulances; four (4) active and one (1) in reserve as a backup. Upon the acquisition of any new ambulances, older ones will be taken out of service and returned to the District for disposal. BVA and the Town hereby agree that BVA may continue the arrangement to house one of the older current ambulances vehicles at a remote location to be mutually agreed by BVA and the Town as a backup vehicle, available for use when one or more of the ambulances are unavailable.

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

TOWN OF BRIGHTON

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Town Clerk

BRIGHTON VOLUNTEER AMBULANCE, INC.

By: *Anna Louise Rypkewski* By: *[Signature]*  
Secretary President

Date: 12/12/22

Date: 12/12/22



**FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**2023 MEETING SCHEDULE**

**All meetings are scheduled for the Stage Conference Room or the**  
**Town Auditorium**

**At 3:30 p.m. (unless otherwise noted)**

**Tuesday, January 3 @ following TB meeting**

Tuesday, January 17

Tuesday, January 31

Tuesday, February 14

Tuesday, February 28

Tuesday, March 14

Tuesday, April 4

Tuesday, April 18

**Wednesday, May 3 @8:30 am**

**Wednesday, May 17 @8:30 am**

**Wednesday, June 7 @ 8:30 am**

**Wednesday, June 21 @ 8:30 am**

**Wednesday, July 5 @ 8:30 am**

**Wednesday, July 19 @ 8:30 am**

**Wednesday, August 2 @ 8:30 am**

**Wednesday, August 16 @ 8:30 am**

**Wednesday, September 6 @ 8:30 am**

Tuesday, September 19

Tuesday, October 3

Tuesday, October 17

Tuesday, October 31

Tuesday, November 14

Tuesday, December 5

Tuesday, December 19

**\*Have communications and documents to Director of Finance by noon on the Friday before with originals to the Assistant to the Supervisor.**

**FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**  
**2023 MEETING SCHEDULE**

**All meetings are scheduled for the Stage Conference Room or the**  
**Town Auditorium**

**At 8:30 a.m. (unless otherwise noted)**

**Tuesday, January 3 @ following TB meeting**

Wednesday, January 18

Wednesday, February 1

Wednesday, February 15

Wednesday, March 1

Wednesday, March 15

Wednesday, April 5

Wednesday, April 19

Wednesday, May 3

Wednesday, May 17

Wednesday, June 7

Wednesday, June 21

Wednesday, July 5

Wednesday, July 19

Wednesday, August 2

Wednesday, August 16

Wednesday, September 6

Wednesday, September 20

Wednesday, October 4

Wednesday, October 18

Wednesday, November 1

Wednesday, November 15

Wednesday, December 6

Wednesday, December 20

**\*Have communications and documents to Director of Finance by noon on the Friday before with originals to the Assistant to the Supervisor.**