

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

Meeting Date: Wednesday, November 19, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from November 5, 2025.
2. Request for the Town Board to accept a donation in support of the Town of Brighton Senior Citizens Group from the Jack G. Lubelle Foundation (Recreation) – Request from Rebecca Cotter for Town Board action to accept a \$900 donation from the Town of Brighton Senior Citizens Group via the Jack G. Lubelle Foundation to deposit in the Brighton Senior Citizen Program Restricted Fund – CM93.1 (see letter from R. Cotter).
3. Request for the Town Board to approve the Town Supervisor to execute a supplemental agreement with NYS Department of Transportation (NYSDOT) to provide snow and ice services for local New York State roads under the existing five-year agreement (Highway) – Request from Amy Banker for Town Board action to approve the Town Supervisor to execute a supplemental agreement with NYS Department of Transportation (NYSDOT) to provide snow and ice services for local New York State roads under the current five-year agreement because the new estimated 2025/26 costs are higher than the base estimate in the amount of \$23,981.12 based on the prepared worksheet (see letter from A. Banker).
4. Request for Town Board to authorize the Town Supervisor to sign a change order with Milestone Construction Partners in order to complete additional general construction work (PCO #46 & 47) which would exceed the approved 10% authorization (DPW) – Request from Glen Layton for the Town Board to authorize the Town Supervisor to sign a change orders with Milestone Construction Partners in the amount of \$40,352.00 in order to complete additional general construction work (PCO #46 & 47) which would exceed the approved 10% authorization to exceed the base bid (see letter from G Layton).
5. Request for the Town Board action to approve and authorize the Town Supervisor to execute a renewal agreement with Brighton Volunteer Ambulance to provide emergency medical services (Finance) – Request from Earl Johnson for Town Board action to approve and authorize the Town Supervisor to execute a renewal agreement with Brighton Volunteer Ambulance for 2026 to provide emergency medical services in the Town in an amount not to exceed \$425,000.00 pending approval by the Attorney for the Town (see letter from E. Johnson).

6. Request for the Town Board to authorize the Town Supervisor to approve a contract renewal with CivicPlus to provide Recreation Management Software including an External Management Processor Activity Fee (Finance) – Request from Earl Johnson for Town Board action to approve and authorize the Supervisor to execute a contract renewal with CivicPlus to provide Recreation Management Software including an External Management Processor Activity Fee for 2026 in an amount not to exceed \$10,153.10 pending approval by the Attorney for the Town (see letter from E. Johnson).
7. Request for Town Board to approve a General Fund transfer to the Farmers Market Capital Fund to balance the project and cover some items unrecovered through Farmers Market grants (Finance) – Request from Earl Johnson for Town Board to approve a General Fund transfer to the Farmers Market Capital Fund to balance the project and cover some items unrecovered through Farmers Market grants in the amount of \$100,000.00 (see letter from E. Johnson)
8. Discuss Town Hall Site Work Bond Resolution to be finalized for the Tuesday, November 25th Board Meeting (Finance) – Discussion regarding the expected bond resolution which will be prepared for approval at the November 25th Town Board Meeting.
9. Town Hall Renovation progress update (ongoing when necessary).

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, December 3, 2025, at 8:30 a.m.
in ROOM #159 at Empire State University, 680 Westfall Road.
All members of the public are invited to attend FASC meetings.**

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



Brighton

Recreation Department

Rebecca Cotter
Recreation Director

November 12, 2025

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

Re: Acceptance of Donation for Brighton Senior Citizens Group

Dear Honorable Members:

I am requesting that your Honorable Town Board accept a donation in the amount of \$900 in support of the Town of Brighton Senior Citizens Group. This donation was received from The Board of Trustees for the Jack G. Lubelle Foundation, Inc. Funds will be deposited in the Senior Citizen Program Trust Fund (CM 93.SR).

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

Sincerely,

Rebecca Cotter

Rebecca J. Cotter
Recreation Director
Town of Brighton



Town of
Brighton

Highway Department

Highway Superintendent – William Haefner

Amy Banker
Accountant

November 13, 2025

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

Re: Snow and Ice Control Agreement
NYSDOT Municipal Snow and Ice Program
Agreement Adjustment/Calculation Worksheet

Dear Chairperson and Committee Members:

In 2024 the Town of Brighton entered into a five-year agreement with the NYSDOT to provide snow and ice control for New York State and Monroe County roads. The agreement included the ability for New York State to adjust the estimated expenditure each year to account for changes in labor, materials, equipment and fixed costs. This agreement requires that a supplemental agreement be completed if the total of the 2025/26 snow and ice estimate is higher than the base estimated from the original agreement. However, there may be situations where an increase above the base estimate may not require the completion of a Supplemental Agreement, such as a light winter. The snow and ice estimate for the winter of 2025/26 is higher than the base estimate from the original agreement, therefore, a Supplemental Agreement to the Contract must be executed. The 2025/26 increase in Town funding is estimated to be \$23,981.12. I have attached a copy of the Agreement Adjustment/Calculations Worksheet and Supplemental Agreement for your reference.

Therefore, I am requesting that the Finance and Administrative Services Committee recommend that the Town Board authorize the Supervisor to execute the Supplemental Agreement to the Snow and Ice Contract. Additionally, I am requesting that the FASC recommend that the town Board authorize the Supervisor to endorse the Agreement Adjustment/Calculations Worksheet.

As always, thank you for your consideration.

Sincerely,

Amy Banker

Amy Banker

Accountant

Attachment

Cc: G. Layton
E. Johnson
W. Haefner
B. Monroe

Contract No.: D014786
Supplemental Agreement No.: 5
Date Prepared: _____

SUPPLEMENTAL AGREEMENT No. 5 to Contract No. D014786

This Supplemental Agreement is by and between:

the New York State Department of Transportation (“NYSDOT”), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State (“State”); and the

TOWN OF BRIGHTON (“Municipality”)
Acting by and through the _____.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the 25/26 season by:
 - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- Extending the Agreement attached hereto and incorporated herein for an additional 5-year period (Extension No. _____ of a maximum of 3)
- Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023
- Other: _____

Contract No.: D014786
Supplemental Agreement No.: 5
Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
For Commissioner of Transportation
Date: _____

MUNICIPALITY:

By: _____
Print Name: _____
Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipality described in and which executed the above instrument; that it was executed by order of the _____ of said Municipality pursuant to a resolution that was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

NYSDOT Municipal Snow & Ice Program

AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET For Indexed Lump Sum Agreements

2025/26 Snow & Ice Season

Current Contract Period: 7/1/2024 to 6/30/2029

Municipality	TOWN OF BRIGHTON			Contract #	D014786	
County	MONROE EAST			Region	4	
Contract LM	41.00					

2024/25 Season's Estimated Expenditure					\$262,974.87	
%	Labor	42.59%	Materials	29.21%	Equipment	28.20%
Value	\$111,999.51			\$76,814.03	\$74,161.33	

LABOR *

Labor Portion of 2024/25 Estimated Expenditure	\$111,999.51
% Labor Increase/Decrease for 2025/26 Season	<u>x 8 %</u>
Additional/Less Labor Costs for 2025/26	

Labor Portion of 2025/26 Season Estimated Expenditure	\$111,999.51
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* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 2024/25 Extension's Estimated Expenditure	\$76,814.03
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	% Materials	2024/25 Total Material \$	I. Proportionate \$ Amount	2025/26 Price Per Unit	2024/25 Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100%	\$76,814.03	\$76,814.03	\$65.23	\$61.23	\$4.00	6.53%	\$5,018.07
Sand								
Other								
Materials Total								

Materials Portion of 2025/26 Season's Estimated Expenditure	\$81,832.10
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EQUIPMENT

Equipment Portion of 2024/25 Estimated Expenditure	\$74,161.33
% Equipment Increase/Decrease for 2025/26 Season	25.57%
Additional/Less Equipment Costs for 2025/26	\$18,963.05

Equipment Portion of 2025/26 Season Estimated Expenditure	\$93,124.38
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SUBTOTAL of Labor + Materials + Equipment	\$286,955.99
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FIXED COSTS (fill out if necessary)

Salt Storage (Barns)		
DTN Weather Service		
Snow Fence		
		Total Fixed Costs

2025/26 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)**\$286,955.99****SUMMARY OF COSTS**

	2024/25 \$	%	2025/26 \$	%
Labor	\$111,999.51	42.59%	\$111,999.51	39.03%
Materials	\$76,814.03	29.21%	\$81,832.10	28.52%
Equipment	\$74,161.33	28.20%	\$93,124.38	32.45%
Fixed Costs				
Totals	\$262,974.87	100%	\$286,955.99	100%

A: Original Base Season Estimate from Current Agreement:	\$262,974.87
B: 2025/26 Season Estimate	\$286,955.99
Increase or Decrease (B minus A)*	+23,981.12

*If an increase is needed for the 2025/26 season, an amendment (Supplemental Agreement) to the contract will be required and will be subject to OSC approval.

Estimate Recommended/Reviewed By: _____
Resident Engineer

Estimate Reviewed By: _____
Municipality

Estimate Approved By: _____
S&I Program Manager



Town of
Brighton

Public Works Department

Glen Layton
Commissioner of Public Works

November 17, 2025

The Honorable Finance and Administrative Services Committee
2300 Elmwood Ave.
Rochester, NY 14618

Re: Town Hall Renovation – Milestone (Contract #1)

Dear Board Members:

At the November 13, 2024 Town Board Meeting, the Board approved awarding of the Town Hall Renovation Contract #1 (General Construction) to Milestone Construction Partners Inc. for the bid amount of \$3,860,000.00. The Board further approved the Supervisor to be authorized to execute necessary change orders up to 10% of the base bid (\$386,000). Currently the Supervisor has approved change orders in the amount of \$556,871.02.

Milestone has submitted Potential Change Orders (PCOs) for the General Construction work being done as part of the Town Hall Renovation. Below is a description of the work to be done for each of the PCOs.

1. PCO#46 is \$17,291.00, which reflects additional work associated with performing field modifications for reinforcing the soffit/mural wall in the front entrance of the 1st floor lobby, and removing and reframing an unstable ground floor wall.
2. PCO#47 is \$23,061.00, which reflects additional work associated with restoring the concrete flooring throughout the 1st floor in preparation for the installation finished flooring. The exact scope of this work was not part of the base bid except for providing unit pricing to perform this work once all demo and alterations work was completed.

This proposal would increase the total change order amount over the authorized 10% of the base general construction contract amount. I recommend that the Supervisor be Authorized to sign a change order for this work in the amount of \$40,352.00.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled November 19, 2025, meeting in the event that you have any questions regarding this matter.

Sincerely,

Glen Layton
Commissioner of Public Works

Milestone Construction Partners
 100 Tech Park Drive
 Rochester, New York 14623
 Phone: (585) 247-5179

Project: - Brighton Town Hall (BTH)
 2300 Elmwood Avenue
 Brighton, New York 14618

Prime Contract Potential Change Order #046: Site Directive 144

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	046 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Raphael Cardamone (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	11/17/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$17,291.00

POTENTIAL CHANGE ORDER TITLE: Site Directive 144

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Site Directive 14

Carpentry

-ITEM # 2 A-1 WALL CHANGE TO A-2= NO COST

- ITEM # 7 ADDED FRAMING, DRYWALL, BEADS TO RADIUS SOFFIT-CONSULT 102d. ADDED FRAMING TO STRUCTURALLY REINFORCE SOFFIT/MURAL WALL.

 MATERIALS: FRAMING, DRYWALL, etc. \$ 675.00

 LABOR: JOURNEYMAN CARP. 41 HOURS @ 72.48/HR. \$ 2971.68

 TOTAL QUOTE + OHP = \$ 3,943.00

-ITEM # 12 ADD: 23 LINEAL FEET OF A3 WALL AT YELLOW WALL

 MATERIALS: FRAMING, DRYWALL, INSULATION etc. \$ 1,012.00

 LABOR: JOURNEYMAN CARP. 39 HOURS @ 72.48/HR. \$ 2,827.00

 TOTAL QUOTE + OHP = \$ 4,223.00

Demo

SCOPE:

- Removal of approximately 150sf of CMU Block. Removal of CMU from concrete floor slab, clear and make ready for concrete pour back.

- Includes all shoring per plans and specifications. Includes protection of existing surfaces, concrete dumpster, and removal of all spoils.

COST:

Labor and materials + contractor markup = \$4,640

Concrete

SCOPE:

-Repour concrete flush with the existing slab at locations where CMU walls were removed, restoring a uniform surface consistent with adjacent floor elevations.

COST:

Labor and materials + contractor markup = \$730

Paint

SCOPE:

Added texture to corridor wall 100B.

COST:

Labor and materials + contractor markup = \$1,500

Total w/ GC Markup = \$17,291

ATTACHMENTS:

Heather Landis (IN/EX Architecture P.C.)
133 South Fitzhugh Street
Rochester, New York 14608

Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Milestone Construction Partners
100 Tech Park Drive Suite C
Rochester, New York 14623

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Milestone Construction Partners
 100 Tech Park Drive
 Rochester, New York 14623
 Phone: (585) 247-5179

Project: - Brighton Town Hall (BTH)
 2300 Elmwood Avenue
 Brighton, New York 14618

Prime Contract Potential Change Order #047: Floor Remediation 1st Floor

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	047 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Raphael Cardamone (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	11/11/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$23,061.00

POTENTIAL CHANGE ORDER TITLE: Floor Remediation 1st Floor

CHANGE REASON: Charge (To/From) Vendor

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Floor Remediation 1st Floor

Change Order Description: *REVISED 11/11/2025*

Refer to the attached plan identifying locations requiring various floor remediation procedures. All remediation work will restore the concrete substrate to a sound, uniform surface suitable to receive new flooring installation in accordance with the flooring manufacturer's requirements. Unit prices accepted during bid time were utilized to price remediation accordingly. The ground floor will be priced separately.

Scope:

1. Pour Areas:

Apply primer and install approximately 1/4" of self-leveling underlayment, consistent with the approved mock-up performed in Office 104E.

2. Deep Fill Areas:

Perform concrete deck repairs at locations where existing walls were removed, resulting in large voids. Work includes fastening form/sill pans to the exposed openings and pouring back with structural concrete to reestablish deck integrity.

3. Cracks:

Infill areas where large cracks are present with epoxy or flowable fill depending on the severity of the opening.

4. Chip-Out and Groove Areas:

Chip out and grind to reprofile concrete surrounding existing metal conduits that are embedded within the slab to achieve a flush and stable condition suitable for the new flooring finish.

Cost:

Total = \$23,061.00

ATTACHMENTS:

[BTH-First Floor Concrete Remediation 11.11.pdf](#)

Heather Landis (IN/EX Architecture P.C.)
133 South Fitzhugh Street
Rochester, New York 14608

Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Milestone Construction Partners
100 Tech Park Drive Suite C
Rochester, New York 14623

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

November 17, 2025

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

RE: Brighton Volunteer Ambulance 2026 Contract Renewal

Dear Board Members:

I am recommending that your Honorable Body authorize the Supervisor to execute a contract for 2026 with Brighton Volunteer Ambulance, Inc., in an amount not to exceed \$425,000, to provide emergency medical services within the Town of Brighton. The contract will be effective from January 1, 2026 through and including December 31, 2026.

This budget year, the total amount of the contract has increased \$25,000 to \$425,000 and funds have been budgeted in the 2026 budget. This renewal will be contingent upon the Town Attorney's approval.

Also note that the Town will retain \$25,000 to be applied towards fuel usage by BVA in 2026. This retention is the same as 2025 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,
Earl Johnson
Earl Johnson
Director of Finance

CONTRACT FOR AMBULANCE SERVICE

This Agreement, effective as of January 1, 2026, 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 31st 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 \$25,000 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 calendar year, an annual accounting of actual vs. estimated value of fuel will be prepared by the Town. In the event less than \$25,000 of fuel value is used by BVA, the Town and District will process a claim for payment to BVA of the difference between \$25,000 and the actual value of fuel used. In the event BVA utilizes more than \$25,000 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 \$25,000.

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 Four Hundred Twenty-Five Thousand dollars and no cents (\$425,000.00) 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, 2026, 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 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, 2026 to and including December 31, 2026 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 1st that it elects to terminate this Agreement on December 31st 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: _____
Vice President

Date: 11/6/25

By: _____
Dennis Mietz, President

Date: 11/5/25



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

November 17, 2025

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

Re: Proposed CivicPlus 2026 Recreation Management Software Renewal

Dear Honorable Town Board Members:

We have been renewing the current contract with CivicPlus for Recreation Management since a 2019 amendment and using this software since the original 2013 contract. The renewal is set for annual increases of 5% with this year's renewal for \$8,959.49.

In addition, CivicPlus informed us in early October that we would be charged an additional fee if we did not switch to their embedded payment solution. This External Processor Activity Fee is 5% of our estimated processing volume which was initially calculated at \$3,027. The problem is that our current processor utilizes special government pricing through JPMC and also services other town offices. Using their embedded solution would cost an additional \$5,500 (estimated) even after negotiated down from an estimated \$8,500. We were also able to negotiate the External Processor Activity Fee down to \$1,193.61 which would be the preferred and least expensive option.

We ask the Town Board to approve the Town Supervisor to approve this quote pending review by the Attorney to the Town given the 2019 amended agreement.

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

Sincerely,

Earl Johnson
Earl Johnson
Director of Finance

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work
Quote #: Q-108790-1
Date: 9/29/2025 11:58 AM
Expires On: 1/1/2026

Client:
Town of Brighton, NY

Bill To:
BRIGHTON TOWN (MONROE COUNTY),
NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Thomas Trapp		thomas.trapp@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,193.62

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Annual Renewal	Recreation Management annual software licensing.	USD 8,959.49
1.00	Recreation Management External Processor Activity Fee	Annual maintenance and support fee for external processors - Authorize.net	USD 2,387.23

Total Investment - Initial Term	USD 10,153.10
Annual Recurring Services (Subject to Uplift)	USD 11,346.72

Initial Term	1/1/2026 - 12/31/2026, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
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Annual Uplift	5% to be applied in year 2
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This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-108790-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By (please sign):

Printed Name:

Title:

Date:

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT AMENDMENT (this "Amendment") is agreed to this 22 day of November, 2019 ("Effective Date") by and between CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") and the Town of Brighton, NY ("Client") (jointly, "Parties") and shall be effective as of the date set forth above.

RECITALS

WHEREAS, Client entered into the Online Registration and Servicing Agreement dated January 2013 for the use of the software registration system, with Cirillian, Inc. dba Rec1 (the "Agreement");

WHEREAS, CivicPlus acquired Rec1 and all customers, contracts and obligations on December 30, 2016, and has since been providing all services under the Agreement to Client;

WHEREAS, thus far CivicPlus has maintained the Agreement's original payment terms, yet the cost of providing the services, maintenance, upgrades and service providers associated with the software has increased; and

WHEREAS, CivicPlus and Client have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Amendment.

NOW, THEREFORE, the Parties hereto mutually agree for good and valuable consideration, the receipt and adequacy of which is hereby agreed as follows:

1. "CivicPlus" shall hereby replace any mention of "Rec1" throughout the Agreement.
2. CivicPlus is shifting Client from a monthly billing cycle to an annual licensing subscription fee, to be paid once annually, on each anniversary of the Agreement signing date, as set forth in this Amendment. The Initial Term of the Agreement shall be the year following the signature date, and shall automatically renew for any number of additional 1 year Renewal Terms unless terminated pursuant to Section 3 below.
3. Client's Annual Service Fee shall be in the amount of \$7,020, to be billed on the Agreement's next renewal term following the Effective Date of this Amendment. Either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
4. The Annual Service Fee, which includes without limitation hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the third year of service following this Amendment.
5. CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual transaction processing volume as processed through the CivicRec system ("Actual Processing Volume"). In the event Client's Actual Processing Volume increases from prior year's Actual Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice. In the event CivicPlus increases Client's Annual Service Fee under this provision, CivicPlus will forego the 5% increase described above.
6. All other terms and conditions of the Agreement, not modified herein, shall remain in full force and effect.

Acceptance

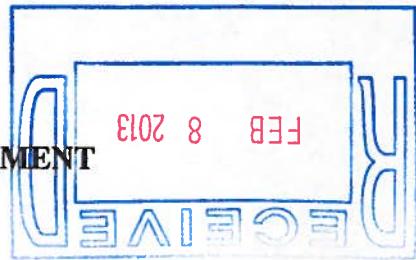
We, the undersigned, agreeing to the conditions specified in this Amendment, understand and authorize the provision of services outlined in this Amendment.

<p>Client</p> <p><i>Town of Brighton</i></p> <p>By: <i>WILLIAM W. MOENKE</i></p> <p>Name: <u>WILLIAM W. MOENKE</u></p> <p>Title: <u>SUPERVISOR</u></p> <p>Date: <u>11/22/19</u></p>	<p>CivicPlus</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ONLINE REGISTRATION AND SERVICING AGREEMENT
BETWEEN

CIRILIAN, INC. dba REC1

AND
TOWN OF BRIGHTON, NY



This ONLINE REGISTRATION AND SERVICING AGREEMENT (the "Agreement") is made and entered into as of this 11th day of January, 2013 by and between Cirilian, Inc., a Georgia corporation d/b/a "Rec1" ("Rec1"), whose address is 12460 Crabapple Road, Suite 202, #111, Alpharetta, GA 30004, and the Town of Brighton ("Customer"), whose address is 2300 Elmwood Avenue, Rochester, New York 14618.

WITNESSETH:

WHEREAS, Rec1 is a corporation formed pursuant to the laws of the State of Georgia and is presently in existence and in good standing; and

WHEREAS, Customer is seeking a software registration system for its Parks and Recreation Department;

WHEREAS, Customer desires to engage Rec1 for a specific term to provide a software registration system, as well as training and maintenance therefor, and Rec1 desires to be engaged by Customer in accordance with and subject to the terms and conditions hereafter set forth; and

WHEREAS, the parties hereto believe it to be in their best interests to create a definite and certain Online Registration and Servicing Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1 Recitals. The statements above are true and correct and herein incorporated into this Agreement by this reference.
- 2 Engagement. Customer hereby engages Rec1 to perform the services as more particularly described in the attached Exhibit "A" – Services Provided (the "Services Provided").
- 3 Duties of Rec1. Rec1 shall serve as the exclusive provider to Customer of the Services Provided.

4 **Term.** Customer and Rec1 hereby agree that this Agreement is terminable at will upon written notice by either party by regular first class mail to the address listed in Paragraph 12 below. The Agreement shall be terminated 30 days after receipt of such notice. The parties agree to continue performance thereunder until the effective date of termination unless the parties mutually agree to an earlier effective date of termination. Upon termination of this Agreement and expiration of any applicable notice period, the parties hereto shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement. Should REC1 elect to terminate the agreement, REC1 shall provide sufficient notice to allow Customer to complete any ongoing registration periods.

5 **Payment Agreement.**

- a **Fee for Basic Portal Services.** Customer agrees to pay Rec1 a monthly fee ("Basic Portal Services Fee") based upon usage, billed in arrears monthly in an amount equal to 1% per registration transaction fee collected by the Customer ("Customer Transactional Fee"). Rec1 shall invoice Customer the first week of each month for Basic Portal Services Fees incurred during the prior month's processing. Such Basic Portal Services Fees charged by Rec1 do not include any transactional or monthly fees assessed by Customer's credit card processor. The minimum monthly Basic Portal Services Fee shall be \$100. The Basic Portal Services Fee shall be independent of any Merchant Processing Fees described in subsection b below.
- b **Payment.** All amounts due and payable (and not collected through a merchant account, if applicable) must be remitted within 30 days of distribution of the applicable invoice. All invoices are distributed electronically and can be viewed online on the Rec1 website.
 - i Any payment not received from Customer by Rec1 within 60 days of distribution of the applicable statement shall be subject to an administrative fee in an amount equal to 1.5% per month of any outstanding and unpaid amount.
 - ii Said sum shall be paid upon completion of the registration period and submission of an invoice subject to the Town's claim approval process as set forth herein. Payment by the Town for the sum(s) herein contracted for shall be made upon the submission of an invoice(s) and properly executed Town of Brighton claim vouchers, supported with such information and documentation necessary to substantiate the claim, approved by the Director of Parks and Recreation, or by his/her designee, audited by the Director of Finance of the Town of Brighton, and approved for payment by the Town Board. If this contract is terminated by the Town pursuant to paragraph 4, the Contractor will be paid a pro rata share of the contract amount based upon the proportion of its satisfactory performance of the contract at the time of termination to the total performance required by this contract.

- c **Optional Training.** Rec1 will provide optional on-site training at a rate of \$1,000 per day plus actual travel costs and expenses. Such on-site training includes 8 hours of training for as many Customer users as is reasonably necessary.
 - d **Custom Development.** Rec1 will provide customized development beyond the initial 10 hours of organizational customization listed above at a rate of \$100 per hour. All work will be estimated and agreed upon with Customer prior to work start.
 - e **Fully-Earned.** All amounts owed to Rec1 hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Customer expressly acknowledges and agrees that Customer is familiar with the proposed Services Provided and Rec1's billing process. Unless otherwise expressly herein provided, if Customer is not satisfied with the Services Provided or the performance of Rec1 hereunder for any reason or no reason whatsoever, Customer's sole and exclusive remedy shall be to terminate this Agreement as herein provided, and Customer expressly waives any claim to a refund or other compensation.
- 6 **Indemnification.** Rec1 agrees to indemnify, defend and hold harmless Customer and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, including, without limitation, reasonable attorneys' fees, based upon, arising out of or resulting from any liability, injury, or loss that Customer suffers in connection with the negligence or willful misconduct of Rec1 in performance of Rec1's obligations under this Agreement. Customer agrees to indemnify, defend and hold harmless Rec1 and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, including, without limitation, reasonable attorneys' fees, based upon, arising out of or resulting from any liability, injury, or loss that Rec1 suffers in connection with the negligence or willful misconduct of Customer in connection with this Agreement. Further, Customer represents and warrants that any changes, customizations, added functions or options and any other related items to the Software (defined below) requested by Customer, if any, are not the proprietary work of a third party or owned by a third party, and Customer agrees to indemnify, defend and hold harmless Rec1 and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, including, without limitation, reasonable attorneys' fees, based upon, arising out of or resulting from any liability that Rec1 suffers in connection with implementing such changes, customizations, functions, options or other items at the Customer's request. If any party hereto receives notice of an event or possible event that would give rise to indemnification as required hereunder, such party shall provide immediate notice to the other party of such event. Further, if either party that is to be indemnified and held harmless hereunder receives payment or other compensation from a third party, any such

amount received shall be applied to any amounts owed by the indemnifying party to the indemnified party or to a third party. Finally, the indemnifying party shall have the right to choose counsel to defend the indemnified party, to be accepted or rejected in the indemnified party's reasonable judgment. If the parties cannot come to agreement as to a choice of legal representation, the indemnifying party shall have the sole, final determination. Neither party shall be responsible for payment of any amount or any damages in excess of such amount actually incurred or suffered by the indemnified party.

- 7 **Relationship of Parties.** The Customer and Rec1 agree that Rec1 is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Customer shall not be obligated to pay to Rec1, and Rec1 shall not be entitled to, any benefits accorded to Customer employees by virtue of the services provided under this Agreement. The Customer shall not be responsible for withholding or otherwise deducting federal income tax or social security or any other tax, for contributing to the state industrial insurance program or otherwise assuming the duties of an employer with respect to Rec1.
- 8 **Waiver of Breach.** The waiver by either party of a breach of any of the provisions of this Agreement shall not be construed as a waiver by such waiving party of any subsequent breach by the offending party.
- 9 **Binding Effect; Assignment.** The rights and obligations as provided under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of each party hereto.
- 10 **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.
- 11 **Governing Law and Venue.** **THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS. THE VENUE FOR ANY LITIGATION UNDER THIS AGREEMENT SHALL BE IN MONROE COUNTY, NEW YORK.**
- 12 **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

Town of Brighton, Recreation & Parks Department

220 Idlewood Road

Rochester, NY 14618

Attn: Jerry LaVigne, Director of Recreation & Parks

e-mail: jerry.lavigne@townofbrighton.org

To Rec1:

12460 Crabapple Rd
Suite 202, #111
Alpharetta, GA 30004
Attn: Landon Schenck
e-mail: lschenck@rec1.com

- 13 **Strict Construction.** The language used in this Agreement shall be deemed to be in the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied for or against any party by reason of such party being deemed the draftsman hereof.
- 14 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 15 **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16 **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 17 **Litigation and Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.
- 18 **Insurance.** During the term of this Agreement, Rec1 shall procure and maintain, at Rec1's sole cost and expense, the following insurance coverages:

Technology Liability - \$1,000,000 Per Claim/\$1,000,000 Aggregate
General Liability/Auto - \$1,000,000 Per Claim/\$2,000,000 Aggregate

General Liability policies shall designate the Town of Brighton as an additional named insured. Contractor shall furnish to the Town of Brighton a certificate or certificates showing that it has complied with this paragraph 18 prior to the commencement of the work, and renewal certificates provided should policies renew, or be cancelled during the

contract term. The policies maintained hereunder shall provide that they will not expire, be changed or be cancelled until thirty (30) days written notice has been given to Town of Brighton. Furthermore, the Insurance Company writing the coverages shall be licensed in New York and have an A.M. Best "A" rating or better.

- 19 **Ownership of Software, Website, and Portal and Remedies Related Thereto.** Customer agrees that it has no right, title, interest or ownership in, or to, the software, website, or portal utilized by Rec1 to provide the Services Provided, or any of its components, programming code or data structures, images or functions or any copies or modifications of the software, User Manuals, or any components, code or data structures thereof or in the software (collectively, the "Software") except to the extent that Rec1 grants the right to use the Software. The Software shall remain at all times Rec1's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by Rec1, it being hereby expressly acknowledged and agreed that such changes, customizations, functions, options, and items are and shall be the sole and exclusive property of Rec1 and the Customer shall have no right or claim to such changes, customizations, functions, options, or items or any compensation whatsoever related thereto. Customer shall not reproduce or copy any Software or portion thereof without Rec1's prior written consent. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever. Customer agrees that, in the event of a breach or threatened breach by Customer of the provisions of this Agreement, Rec1 shall be entitled to both a temporary and permanent restraining order and a preliminary injunction, or other similar remedy, restraining Customer or any affiliate, officer, agent or assignee from violating the terms of this Agreement. Customer specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by Rec1 as a result of a breach of any of the provisions of this Paragraph. Such remedy with respect to the provisions of this Paragraph is non-exclusive and shall be in addition to any other remedy available to Rec1 at law or in equity.
- 20 **Warranty.** If the Customer determines that some functions/capabilities within REC1 are not performing up to required specifications, Rec1 will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the Customer. Rec1 does not guarantee that Rec1 will implement any and all new enhancement and module requests but will take commercially reasonable efforts to provide features that perform as designed.
- 21 **Disclosure of Information Collected Through REC1.** Information collected through REC1, personal or otherwise, may, if not protected by federal, state or local law, be subject to disclosure pursuant to law, such as the Freedom of Information Law (FOIL), or court order. Additionally, Customer may disclose personal information to federal, state or local law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to the Customer's information.

22 Security. REC1 and Customer agree to limit employee access to personally identifiable information from this software to only those employees who need access to perform a specific job. Security measures have been integrated into the design, implementation, and day-to-day operations of this software as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information. The information contained in this agreement should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided via REC1.

[Remainder of page intentionally blank. Signature page follows.]

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

CUSTOMER

Customer Signatory

Name: William W. Moehle

Signature:



Title: Town Supervisor

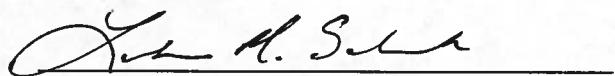
Date:



CIRILIAN, INC. (d/b/a Rec1)

Name: Landon Schenck

Signature:



Title: President

Date:



Exhibit "A" - Services Provided

Services provided by Rec1 to the Customer under this agreement include the following:

Access – Rec1 hereby grants a non-exclusive license during the term of the Agreement for the Customer and patrons of the Customer recreational programming to access, use and display Rec1's online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.

Training – Rec1 agrees to provide up to 5 hours of remote training per year to Customer personnel at no additional charge.

Online Registration – The Rec1 registration engine through which the Portal is accessed can be integrated with Customer's website. Rec1 will format a registration page to match the colors and theme of the rest of Customer's website. Customer would then display a link on its own page that would seamlessly redirect the user to a secure page on the Rec1 server.

Documentation - All Rec1 startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within Rec1. Rec1 does not provide paper copies of its guides and help files.

Data Backups – Rec1 currently performs backups daily of all of its data (6:00 AM). In case of emergency, Rec1 may restore data to the point of the previous backup.

Enhancements – New features will be added to Rec1 throughout the term of this Agreement. Customer will have full access to all of these new features without additional charge. Customer is also encouraged to submit change requests as they see opportunities for improvement. Rec1 will attempt to implement any and all changes that improve the value of Rec1 to all of our customers at no charge. Thereafter, Customer will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Customer Support – Rec1 shall provide an online utility for problem reports and change requests. Customer may also reach Rec1 by phone at 1-800-335-1863 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@rec1.com. After-hours support is often available but is not guaranteed. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. Rec1 shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement. If the parties hereto cannot agree on levels or limits of acceptable support use, then each party hereto has the option to terminate this Agreement as outlined in Paragraph 4.

Data – In the event Customer no longer wishes to use Rec1, Rec1 will export Customer data based on a requested format (in most cases). If the data exporting request is initiated by Customer, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

November 17, 2025

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

Re: Proposed General Fund Transfer to Farmers Market Capital Project

Dear Honorable Town Board Members:

It is expected that the 2025 General Fund Fiscal Year will yield a surplus which should be partially used to balance the Farmers Market Capital project under the Capital Project Fund. When the Farmers Market project is closed there will be a small deficit related to some items that were not recovered under any of the various grant programs. Compared with the \$3,450,000 committed in grant funds, the unrecovered portion is just 1% at \$58,606.38.

Furthermore, anticipating that the closeout of the project (through phase three) and remaining grant portion will result in additional unrecoverable costs (such as rental equipment), it is recommended that the Town Board approve the total amount of \$100,000.00 be transferred from the General Fund to the Capital Project Fund restricted to the Farmers Market Capital Project.

Account: A.201.20	General Fund Cash	(\$100,000.00) Cr
Account: AUNDST.9.10	Transfer to Capital Project Fund	\$100,000.00 Dr
Account: H.201.20	Capital Project Cash (Farm Mrkt)	\$100,000.00 Dr
Account: H.PARKS.FMRKT.5010	Trans from General Fund	(\$100,000.00) Cr

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

Sincerely,
Earl Johnson
Earl Johnson
Director of Finance

FARMERS MARKET HISTORY

H.PARKS.FMRKT

		2015	2016	2017	2018	2019	2020	2021	2022	12/31/2023 2023	12/31/2024 2024	10/31/2025 2025	Total Reimb Rev	
REVENUE														
3895 SAM GRANT (150K)		400,000.00		79,242.59		30,489.71	274,228.75	16,038.95					400,000.00	
AG & MARKETS GRANT (250K)														
SAM GRANT 8657 (500K)(2020)		500,000.00					77,724.17	397,827.81	24,448.02				500,000.00	
SAM GRANT 9461 (500K)(2021)		500,000.00						155,784.66	344,215.34				500,000.00	
SAM GRANT 9367 (500K)(2021)		500,000.00							500,000.00				500,000.00	
SAM GRANT 24666 (500K)(2023)		500,000.00							500,000.00				500,000.00	
CREST GRANT (550K) (2024)		550,000.00							179,527.24	84,426.59	-	*	263,953.83	
SAM GRANT (500K)(2024)		500,000.00							500,000.00	-	-		500,000.00	
5010 TRANSFER FROM GEN FUND		8,900.00		7,900.00		1,000.00				50,577.52	-		59,477.52	
		3,458,900.00		- 87,142.59		30,489.71	275,228.75	93,763.12	397,827.81	180,232.68	2,023,742.58	135,004.11	-	3,223,431.35
EXPENSE													Total Exp	
2.63 BUILDING IMP		2,932,428.87				260,009.54	374,299.39	67,214.86	64,494.16	1,993,180.35	166,401.57	6,829.00	2,932,428.87	
4.49 OTHER (In.Site)		194,620.77			715.00	4,343.75	43,112.12	22,784.38	97,450.20	14,130.00	12,085.32	-	194,620.77	
4.52 ENGINEERING		146,935.56	49,132.70	42,525.40	26,369.75	14,898.34	9,319.37		2,455.90		4,690.00	-	146,935.56	
4.89 MISCELLANEOUS EXPENSES		14,991.53								1,992.03	10,433.60	110.00	14,991.53	
		3,288,976.73	49,132.70	42,525.40	26,369.75	15,613.34	273,672.66	419,867.41	89,999.24	161,944.36	2,009,302.38	193,610.49	6,939.00	3,288,976.73
													Total Deficit	
													(65,545.38)	
* = Did not reimburse the cleaning machine purchase #114538 & 116380 = \$8,335.48														
* = Won't seek reimbursement as these expenses were prior to 2024 SAM Grant approvals = \$44,038.21														
* = Other Misc won't be reimbursed \$1,782.69														
* = Won't be reimbursed for FM Painting \$4,450.00														
													Remaining Reimb (will not be reimb)	
													286,046.17	
													58,606.38	
													Remaining Grant \$\$	
													279,107.17	

* = Did not reimburse the cleaning machine purchase #114538 & 116380 = \$8,335.48

* = Won't seek reimbursement as these expenses were prior to 2024 SAM Grant approvals = \$44,038.21

* = Other Misc won't be reimbursed \$1,782.69

* = Won't be reimbursed for FM Painting \$4,450.00