

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

Meeting Date: Wednesday, December 3, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from November 19, 2025.
2. 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).
3. 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 #48 & 49) 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 \$46,239.75.00 in order to complete additional general construction work (PCO #48 & 49) which would exceed the approved 10% authorization to exceed the base bid (see letter from G Layton).
4. Request for the Town Board action to approve and authorize the Town Supervisor to award a contract to Stark Tech Operating Company as the sole source provider of Schneider Electric components in the region under the New York State contract (DPW) – Request from Glen Layton for Town Board action to approve and authorize the Town Supervisor to award a contract to Stark Tech Operating Company as the sole source provider of Schneider Electric components in the region under the New York State contract in an amount not to exceed \$158,641.82 in order to control the HVAC systems at Town Hall in an energy efficient manner (see letter from G. Layton).
5. Request for the Town Board to approve conveying a portion of Landfill Road Right-of-Way for Sidewalk Construction to the New York State Department of Transportation (Highway) – Request from Earl Johnson for Town Board to approve conveying a portion of Landfill Road Right-of-Way for Sidewalk Construction to the New York State Department of Transportation in the amount of \$4,925.00 which is the highest approved appraisal so that a public sidewalk can be constructed (see letter from W. Haefner).

6. Request for the Town Board action to approve and authorize the Town Supervisor to execute an agreement between Brighton Collision and the Town of Brighton for the provision of vehicle collision repair services (Police) – Request from Chief Catholdi for Town Board action to approve and authorize the Town Supervisor to execute an agreement between Brighton Collision and the Town of Brighton for the provision of vehicle collision repair services as the lowest price per hour bidder at \$55.00 and for the period of January 1, 2026 through December 31, 2026 with the option to renew for up to three years (see letter from D. Catholdi).
7. Request for Town Board to approve creating the Capital Budget for the Chelmsford Lane over Buckland Creek Culvert Project (Finance) – Request from Earl Johnson for Town Board to approve creating the Capital Budget for the Chelmsford Lane over Buckland Creek Culvert Project in the amount not to exceed \$840,000 which is the amount of the previously approved NYSDOT grant for said project (see letter from E. Johnson).
8. Request for the Town Board to set 202-B Public Hearing for Sewer District Improvements/Equipment purchases for December 30, 2025 at 12:00 pm (Sewer) – Request from Earl Johnson for Town Board action to set a 202-B hearing for the Sewer District's purchase of consisting of (i) the purchase of an Excavator in an amount not to exceed \$82,000 for the Sewer Fund and (ii) the design for the Winton Road Pump Station project in an amount not to exceed \$131,770 (collectively, the "Projects"); Funds were approved to be appropriated by the Town Board at their October 22, 2025, meeting when the Special District Budgets were approved and no bonding will be necessary for these projects (see letter from E. Johnson).
9. Request for Town Board to approve a Budget Amendment to cover several additional departmental equipment purchases before the end of 2025 based on estimated fund balances (Finance) – Request from Earl Johnson for Town Board to approve a Budget Amendment to cover several additional departmental equipment purchases before the end of 2025 based on estimated fund balances in the amount not to exceed \$175,000 (see letter from E. Johnson).
10. Discuss update of various fees related to DPW services for 2026 (DPW) – Discussion regarding the updating of various fees related to DPW services that were included in the 2026 budget planning.
11. Town Hall Renovation progress update (ongoing when necessary).

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, December 17, 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****



Finance Department

Earl Johnson
Director of Finance

December 1, 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

Quote #:**Date:****Expires On:**

Statement of Work

Q-108790-1

9/29/2025 11:58 AM

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

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

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)



Public Works Department

Glen Layton
Commissioner of Public Works

November 26, 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 \$597,223.02.

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#48 is \$13,896.00, which reflects additional work associated with performing field modifications for laminating sections of walls in the DPW, bathrooms, corridors, and offices beyond what was called for in the base bid due to found conditions during demolition and construction.
2. PCO#49 is \$32,343.75, which reflects additional work associated with restoring the concrete flooring throughout the ground floor areas to receive carpeting in preparation for the installation finished flooring. This work is expected to provide a lifetime solution to the deteriorating concrete flooring throughout the ground floor.

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 \$46,239.75.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 3, 2025, meeting in the event that you have any questions regarding this matter.

Sincerely,

Glen Layton
Commissioner of Public Works



Public Works Department

Glen Layton
Commissioner of Public Works

November 26, 2025

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

Re: Town Hall Campus – Public Safety and Library Wing
Building Automation System Modernization

Dear Board Members:

The Department of Public Works is seeking authorization to award a contract to Stark Tech Operating Company using the New York State Office of General Services (OGS) Intelligent Facility and Security Systems and Solutions Contract (OGS contract number PT69752 SB). Stark Tech is the sole source provider of Schneider Electric components in the Upstate New York Region.

The contractual services will modernize the existing Schneider Electric direct digital controls (DDC) systems for the Library and Public Safety wings of the Town Hall complex. This modernization project will allow the HVAC systems for these wings to communicate and be controlled in an energy efficient manner by the new building automation system being installed as part of the Town Hall renovation project. This work will include new control equipment, licensing, system engineering, programming, owner training and other items required for the installation and operation of the upgrades. It is my recommendation that the Town award this DDC modernization contract to Stark Tech for the amount of \$158,641.82.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 3, 2025, meeting in the event that you have any questions regarding this matter.

Sincerely,

Glen Layton
Commissioner of Public Works

NYS CONTRACT SCOPE OF WORK

DATE	11/21/2025	PROPOSAL NO.	25-112125
PROJECT	XYZ Job	REVISION	0
ATTENTION	Glen Layton Commissioner of Public Works Town of Brighton	ADDENDA	0

All pricing below is listed in accordance with NYS Contract material and labor costs.

ATTACHED:

☒ NYS Contract Material Breakdown ☒ NYS Contract Labor Breakdown

We are pleased to outline for your consideration our scope of work relative to the above-referenced subject project. Our proposal for the modernization of the existing Schneider Electric DDC systems in the Town of Brighton Library and Public Safety Building as an extension of the existing Schneider Electric EcoStruxure direct digital control (DDC) system currently being installed under the Town Hall Renovation Capital Project

INCLUDED:

Provide extension of the existing Schneider Electric Direct Digital Control (DDC) system complete and inclusive of:

- | | |
|--------------------------------|--------------------------|
| ✓ Control Material | ✓ Controller Programming |
| ✓ Control Software & Licensing | ✓ Graphic Programming |
| ✓ System Engineering | ✓ Start-Up, Checkout |
| ✓ O&M Manuals | ✓ Owner Training |
| ✓ Control Wiring | ✓ One Year Warranty |

LIBRARY:

1. Remove and Replace Legacy Controllers with New Schneider Electric SpaceLogic BACnet IP Direct Digital Controls for the following equipment:
 - (4) Roof Top Units: RTU-2, 3, 4, 5
 - (8) RTU-5 Zones
 - Replace existing S-Link Sensors with Smart Space Sensors to maintain compatibility with new controllers
 - Old obsolete low voltage control wiring shall be completely removed
 - CAT. 6 Ethernet RSTP Loop shall be installed from controller to controller in a daisy chain fashion
2. BACnet integration to the following equipment:
 - (1) Roof Top Unit: RTU-6 AAON Unit
 - (1) Server Room Mini-Split System

3. Field Bus Network Hardware is as follows:

- (1) Cisco 8-port Managed Switch serving the Library DDC System that supports RSTP topology
- Switch will utilize existing IP drops for connectivity to the Town of Brighton LAN

PUBLIC SAFETY BUILDING:

1. Remove and Replace Legacy Controllers with New Schneider Electric SpaceLogic BACnet IP Direct Digital Controls for the following equipment:

- (1) Hot Water System Consisting of:
 - (3) Boilers
 - (3) Boiler Circulation Pumps
 - (4) Variable Building Hot Water Pumps
- (1) Evaporative Cooling Tower: EC-1
- (1) Air Handling Unit: AHU-1
- (1) Air Cooled Condensing Unit: ACCU-1
- (1) Energy Recovery Unit: ERU-1
- (18) Heat Pumps: HP-1 thru 18
- (14) Exhaust Fans: EF-1 thru 14
- (1) Fume Hood Control interlock with EF-14

2. Field Bus Network Hardware is as follows:

- (1) Cisco 8-port Managed Switch serving the PSB DDC System that supports RSTP topology
- Switch will utilize existing IP drops for connectivity to the Town of Brighton LAN

NOT INCLUDED:

1. Replacement or repair of existing sensor and end devices unless otherwise specially called out in this scope of work document.
2. Variable speed drives, motor starters, or disconnects.
3. Louvers, dampers.
4. Flow meters, airflow stations.
5. Installation of dampers, valves, wells, or meters.
6. Access doors or their installation.
7. Unit manufacturer provided controls.
8. Fire Alarm Control System (FACS) or associated installation and wiring.
9. Fire, smoke, and combination fire/smoke dampers, associated actuators, wiring, and installation.
10. Asbestos abatement or hazardous materials handling.
11. Water or air balancing.
12. Cutting, patching, or painting.
13. Power or high voltage wiring.
14. Premium Time.
15. Taxes.





Andy Sillato LEED AP BD+C, Central NY Integration Market Leader
SillatoA@starktech.com | 585.330.3782

16. Permits.
17. Bonds.

CLARIFICATIONS:

1. Work to be performed during normal working hours 8AM-5PM, M-F.
2. Existing control wiring for system inputs and outputs shall remain and be reutilized except for the existing S-Link Space Sensors. These sensors are not compatible with today's smart sensor technology. New Category 6 Cabling shall be run from the controller to the sensors.
3. Existing Control Panels shall be repurposed for system retrofit. All control wiring shall be properly managed in wire duct and tagged at each controller termination.

PRICING:

LIBRARY	\$53,906.60
PUBLIC SAFETY BUILDING	\$104,735.22
TOTAL PROJECT COST	\$158,641.82

PLEASE ADDRESS PURCHASE ORDERS TO

Stark Tech Operating Company, LLC
95 Stark Street
Buffalo, NY 14150

PLEASE EMAIL YOUR PURCHASE ORDER TO THE CONTACT BELOW.

Andy Sillato
Central New York Market Lead – Integration Business Unit
SillatoA@starktech.com

We appreciate the opportunity to work with you on this project. If you have any questions, please reach out to our office referencing the below contact information.

Respectfully submitted by:

Andy Sillato, LEED AP BD+C
Stark Tech | Central NY Market Leader - Integration
(office address) 300 Mile Crossing Blvd, Rochester, NY 14624
(cell) 585-330-3782 | **(email)** SillatoA@starktech.com

Due to current market conditions, this quotation is valid for 90 days

Stark Tech Operating Company, LLC | Starktech.com
300 Mile Crossing Blvd. | Rochester, NY 14624 (585) 436.1940
HQ: 95 Stark Street | Buffalo, NY 14150 | (716) 693.4490

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Changes in Law, Price Adjustment - Notwithstanding anything contained herein or any document or agreement ancillary thereto, in the event that, as a result of any increases in the cost of materials or supplies due to (i) any law, regulation, treaty, tax, tariff, or directive or in the interpretation or application thereof, whether new or existing either direct or indirect, or (ii) any other condition or increased cost whatsoever, either direct or indirect, imposed open or applicable to Stark, the result of which is to increase Stark's cost of performing its obligations (whether such increase in cost is for materials, labor, services, or otherwise) by at least two and a half percent (2.5%) for any one item or in the aggregate, Stark shall have the right to pass along such additional or increased cost. The Parties hereby expressly acknowledge that Stark's right to increase the price, in the event of any of the foregoing, is equitable and reasonable.



<div>Project: Town of Brighton - Library BMS Hardware Modernization</div> <div>Location: 2300 Elmwood Avenue, Rochester, NY 14618</div>					Date:	11/21/2025	
					Building:	Library	
					Proposal Number:	25-112125	
Base Bid Material							
Qty.	Part Number	Description	List Price	NYS Discount	NYS Unit price	Total	
2	SXWAOV8HX10001	AO-V-8-H Module, 8 Analog Outputs (0-10 V) with override switches	\$ 1,998.43	50.0%	\$ 999.22	\$ 1,998.43	
1	SXWASPSBX10002	SpaceLogic Controller AS-P-NoLoN Secure Boot Hardware (Hardware Only - Requires ASP Software Bundle)	\$ 2,295.36	50.0%	\$ 1,147.68	\$ 1,147.68	
1	SXWDOA12H10001	DO-FA-12-H Module, 12 Digital Outputs (Form A) with override switches	\$ 2,687.74	50.0%	\$ 1,343.87	\$ 1,343.87	
2	SXWMPC15A10001	SpaceLogic Controller MP-C15, 8 UIOb, 6 DO Triacs, 1 HP Relay	\$ 2,111.55	50.0%	\$ 1,055.78	\$ 2,111.55	
1	SXWMPC36A10001	SpaceLogic Controller MP-C36, 8 UIOc, 8 Form A Relay, 20 UIOb	\$ 6,969.77	50.0%	\$ 3,484.88	\$ 3,484.88	
1	SXWPS24VX10001	SSC Controller Power Supply - DIN Rail Mounted	\$ 477.22	50.0%	\$ 238.61	\$ 238.61	
2	SXWRCF12A10002	SpaceLogic Controller RP-C 12A 8UIOb, 4 solid state DO	\$ 1,019.25	50.0%	\$ 509.63	\$ 1,019.25	
9	SXWSBTXXSXX	Sensor Base, Temperature	\$ 208.71	50.0%	\$ 104.36	\$ 939.20	
7	SXWSCBXSELXX	Cover Plate, Blank Cover, Matte White	\$ 14.42	50.0%	\$ 7.21	\$ 50.47	
2	SXWSCDXSELXX	Cover Plate, Touchscreen, Matte White	\$ 233.20	50.0%	\$ 116.60	\$ 233.20	
1	SXWSWXBU0000SD	ASP Software Bundle - Standard Software Supports hosting up to 25 Connected Products	\$ 3,792.05	50.0%	\$ 1,896.03	\$ 1,896.03	
1	SXWTBASW110002	SSC Controller Base - DIN Rail Mounted	\$ 152.01	50.0%	\$ 76.01	\$ 76.01	
5	SXWTBIOW110001	Terminal Base I/O - base required for each I/O Module	\$ 152.01	50.0%	\$ 76.01	\$ 380.03	
1	SXWTBPSW110001	SSC Power Supply Base - DIN Rail Mounted	\$ 152.01	50.0%	\$ 76.01	\$ 76.01	
2	SXWUI16XX10001	UI-16 Module, 16 Univ Inputs	\$ 1,653.18	50.0%	\$ 826.59	\$ 1,653.18	
					MATERIAL TOTAL:	\$ 16,648.38	

Project: Location:	Town of Brighton - Library BMS Hardware Modernization 2300 Elmwood Avenue, Rochester, NY 14618			Date:	11/21/2025
				Building:	Library
				Proposal Number:	25-112125
Labor - Region 8					
Role	Description	Hours	Rate	Markup	Total
Project Manager	Oversees all onsite work	24	\$ 145.00	N/A	\$ 3,480.00
Designer	BMS System Design Engineer	24	\$ 159.00	N/A	\$ 3,816.00
Building Automation System Technician	Building Automation System Energy Management System Intelligent Lighting Control/Occupancy Detecting System Technician Onsite	40	\$ 176.24	N/A	\$ 7,049.60
Offsite Integration Technician	Offsite Integration and Maintenance Technician	16	\$ 159.00	N/A	\$ 2,544.00
				LABOR TOTAL:	\$ 16,889.60

Project:	Town of Brighton - Library BMS Hardware Modernization	Date:	11/21/2025
	Location: 2300 Elmwood Avenue, Rochester, NY 14618	Building: Library	
		Proposal Number:	25-112125
Subcontractors			
Description	Cost	Markup	Total
Hewitt Young Electric	\$ 17,000.00	25%	\$ 21,250.00
		SUB TOTAL:	\$ 21,250.00

Project:		Town of Brighton - Library BMS Hardware Modernization			Date:	11/21/2025
Location:		2300 Elmwood Avenue, Rochester, NY 14618			Building:	Library
					Proposal Number:	25-112125
Non NY state contract material						
Qty	Part Number	Description	Unit Cost	Markup	Total	
1	CBS250-08T-D	8 Port Managed Switch, RSTP, Rack Mountable, 10/100/1000	\$ 175.00	25%	\$	218.75
SUB TOTAL:					\$	218.75

<div>Project: Location:</div>	Town of Brighton - Library BMS Hardware Modernization	Date:	11/21/2025
	2300 Elmwood Avenue, Rochester, NY 14618	Building:	Library
		Proposal Number:	25-112125
CONTRACT TOTALS			
	Materials	\$	16,867.13
	Labor	\$	16,889.60
	Subcontractors	\$	21,250.00
	TOTAL:	\$	55,006.73
	Project Discount - 2%	\$	(1,100.13)
	Project Amount:	\$	53,906.60

Project: Location:		Town of Brighton - Public Safety Building BMS Hardware Modernization 2300 Elmwood Avenue, Rochester, NY 14618				Date:	11/21/2025
						Building:	PSB
		Proposal Number:				25-112125	
Base Bid Material							
Qty.	Part Number	Description	List Price	NYS Discount	NYS Unit price	Total	
1	SXWAOV8HX10001	AO-V-8-H Module, 8 Analog Outputs (0-10 V) with override switches	\$ 1,998.43	50.0%	\$ 999.22	\$ 999.22	
1	SXWASPBX10002	SpaceLogic Controller AS-P-NoLoN Secure Boot Hardware (Hardware Only - Requires ASP Software Bundle)	\$ 2,295.36	50.0%	\$ 1,147.68	\$ 1,147.68	
1	SXWDOA12H10001	DO-FA-12-H Module, 12 Digital Outputs (Form A) with override switches	\$ 2,687.74	50.0%	\$ 1,343.87	\$ 1,343.87	
3	SXWMPC36A10001	SpaceLogic Controller MP-C36, 8 UIOc, 8 Form A Relay, 20 UIOb	\$ 6,969.77	50.0%	\$ 3,484.88	\$ 10,454.65	
1	SXWPS24VX10001	SSC Controller Power Supply - DIN Rail Mounted	\$ 477.22	50.0%	\$ 238.61	\$ 238.61	
1	SXWRCF12A10002	SpaceLogic Controller RP-C 12A 8UIOb, 4 solid state DO	\$ 1,019.25	50.0%	\$ 509.63	\$ 509.63	
30	SXWRCF12B10002	SpaceLogic Controller RP-C 12B 8UIOb, 3 Form A DO, 1 Form C DO	\$ 1,131.19	50.0%	\$ 565.60	\$ 16,967.85	
18	SXWSBTXXXSXX	Sensor Base, Temperature	\$ 208.71	50.0%	\$ 104.36	\$ 1,878.39	
18	SXWSCDXSELXX	Cover Plate, Touchscreen, Matte White	\$ 233.20	50.0%	\$ 116.60	\$ 2,098.80	
1	SXWSWXBU0000SD	ASP Software Bundle - Standard Software Supports hosting up to 25 Connected Products	\$ 3,792.05	50.0%	\$ 1,896.03	\$ 1,896.03	
1	SXWTBASW110002	SSC Controller Base - DIN Rail Mounted	\$ 152.01	50.0%	\$ 76.01	\$ 76.01	
5	SXWTBIOW110001	Terminal Base I/O - base required for each I/O Module	\$ 152.01	50.0%	\$ 76.01	\$ 380.03	
1	SXWTBPSW110001	SSC Power Supply Base - DIN Rail Mounted	\$ 152.01	50.0%	\$ 76.01	\$ 76.01	
3	SXWU116XX10001	UI-16 Module, 16 Univ Inputs	\$ 1,653.18	50.0%	\$ 826.59	\$ 2,479.77	
					MATERIAL TOTAL:	\$ 40,546.53	

Project:	Town of Brighton - Public Safety Building BMS Hardware Modernization				Date:	11/21/2025
	Location:	2300 Elmwood Avenue, Rochester, NY 14618				Building:
				Proposal Number:	25-112125	
Labor - Region 8						
Role	Description	Hours	Rate	Markup	Total	
Project Manager	Oversees all onsite work	32	\$ 145.00	N/A	\$ 4,640.00	
Designer	BMS System Design Engineer	32	\$ 159.00	N/A	\$ 5,088.00	
Building Automation System Technician	Building Automation System	60	\$ 176.24	N/A	\$ 10,574.40	
	Energy Management System					
	Intelligent Lighting Control/Occupancy Detecting System Technician Onsite					
Offsite Integration Technician	Offsite Integration and Maintenance Technician	20	\$ 159.00	N/A	\$ 3,180.00	
				LABOR TOTAL:	\$ 23,482.40	

Project:	Town of Brighton - Public Safety Building BMS Hardware Modernization	Date:	11/21/2025
	Location: 2300 Elmwood Avenue, Rochester, NY 14618	Building:	PSB
		Proposal Number:	25-112125
Subcontractors			
Description		Cost	Markup
Hewitt Young Electric		\$ 34,100.00	25%
			Total
		SUB TOTAL:	\$ 42,625.00
			\$ 42,625.00

Project: Town of Brighton - Public Safety Building BMS Hardware Modernization Location: 2300 Elmwood Avenue, Rochester, NY 14618		Date: 11/21/2025			
		Building: PSB Proposal Number: 25-112125			
Non NY state contract material					
Qty	Part Number	Description	Unit Cost	Markup	Total
1	CBS250-08T-D	8 Port Managed Switch, RSTP, Rack Mountable, 10/100/1000	\$ 175.00	25%	\$ 218.75
SUB TOTAL:				\$	218.75

Project: Location:	Town of Brighton - Public Safety Building BMS Hardware Modernization	Date:	11/21/2025
	2300 Elmwood Avenue, Rochester, NY 14618	Building:	PSB
		Proposal Number:	25-112125
CONTRACT TOTALS			
		Materials	\$ 40,765.28
		Labor	\$ 23,482.40
		Subcontractors	\$ 42,625.00
		TOTAL:	\$ 106,872.68
		Project Discount - 2%	\$ (2,137.45)
		Project Amount:	\$ 104,735.22



Highway Department

William Haefner
Highway Superintendent &
Sewer Superintendent

November 24, 2025

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

RE: Request for Approval to Convey a Portion of Landfill Road Right-of-Way for Sidewalk Construction to the New York State Department of Transportation

Dear Members of the Finance and Administrative Services Committee,

I am writing to request the Committee's approval for the Town of Brighton to grant a portion of our landfill road property to be incorporated into the adjacent right-of-way on Route 286 (Browncroft Blvd.), for **\$4,925.00**. Amount is based on the highest approved appraisal. This conveyance is necessary to facilitate the planned construction of a public sidewalk along that corridor.

The proposed sidewalk project will enhance pedestrian safety, improve connectivity, and support long-term infrastructure goals in this area. For the project to proceed, the designated strip of land along landfill road must be formally added to the existing right-of-way.

We respectfully ask the Committee to review this request and authorize the conveyance of the specified portion of landfill road for inclusion in the right-of-way to support the sidewalk project.

Thank you for your consideration. Please let me know if additional documentation, maps, or legal descriptions are needed for your review.

Sincerely,

William Haefner
Superintendent of Highways and Sewers

1941 Elmwood Avenue Rochester, New York 14620 www.brightonny.gov
William.Haefner@brightonny.gov 585-784-5287



KATHY HOCHUL
Governor
MARIE THERESE DOMINGUEZ
Commissioner
JAMES RUSAK, P.E.
Acting Regional Director

October 17, 2025

Town of Brighton
Attn: Bill Haefner
1941 Elmwood Avenue
Rochester, NY 14620

RE: PIN 428613221 PROC 15766
SH 168, Dugway Road, Section I
Town of Brighton, Monroe County
Map(s) 91 Parcel(s) 141

Dear Mr. Haefner:

The New York State Department of Transportation (NYSDOT) is progressing the above-captioned project and we are now able to extend an offer of just compensation to you for your property as described in the attached maps. Our offer, based on the amount of our highest approved appraisal, is **\$4,925.00 (Four Thousand Nine Hundred Twenty Five and 00/100 Dollars)**.

To assist you with your review of our offer, enclosed please find the following documents:

- 1) **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT (ROW 265-1)**
- 2) **HOW PROPERTY IS ACQUIRED IN NEW YORK STATE (ROW 432a)**
- 3) **ACQUISITION FACT SHEET (ROW 431a)**
- 4) **APPROPRIATION MAP:** This map depicts the area and interest the Department is acquiring. The map became official upon filing with the Department of Transportation on 09/03/2025. After you have had a reasonable opportunity to consider the offer stated above, we will record this map with the County Clerk's Office where the property is located whereupon title will transfer from you to the State of New York; you will be notified of this by personal service or certified mailing of a Notice of Appropriation and map.
- 5) **PLAN SHEET**
- 6) **DESCRIPTION OF PROJECT**
- 7) **AGREEMENTS:** By law, you may receive your compensation either as an advance payment on your claim by signing and returning the enclosed Agreement for Advance Payment, or as a full settlement of your claim by signing an Agreement of Adjustment and Release of Owner (which will be provided upon request).
(a) If you sign the enclosed Agreement for Advance Payment, you may collect the amount stated on the agreement, plus applicable interest, and negotiate for additional compensation, if warranted and justified. The Agreement for Advance Payment provides you with the right to file a claim with the Court of Claims, within a three-year period from the date the Department delivers you a Notice of Appropriation. Your failure to file a claim in the Court of Claims within the three years shall be automatically deemed an acceptance of the amount paid as full settlement of your claim.
(b) If you sign the Agreement of Adjustment and Release of Owner, this settles your claim for the offered amount, plus applicable interest, and waives your right to file a claim in the Court of Claims. Please note that this agreement is not included in this offer package but is available upon request. For either type of agreement, please execute all four (4) originals in the presence of a notary public, if

indicated. Keep one original for your files and return the other three (3) to my attention in the enclosed postpaid envelope.

- 8) **RESOLUTION** - A resolution from the Board of Directors or Governing Board of Town of Brighton ratifying the Agreement and designating officer(s) or proper party(ies) to execute closing papers on its(their) behalf is required.
- 9) **INTEREST SUPPLEMENT TO AGREEMENT (ROW 21-8)** – This is an Informational Sheet explaining how interest is calculated on the offered amount and will be attached to the agreements if applicable to your specific appropriation.
- 10) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)** - This form is used to collect your Social Security/Tax Payer Identification number.
- 11) Stamped, self-addressed envelope for return of the signed agreements and other completed documents

Please be advised that before we can issue a check for your property, the following steps must be completed:

- (a) The Department must take title to the property by recording the appropriation map with the County Clerk where the property is located.
- (b) The Department must receive three (3) copies of the signed agreement from you containing original signatures, signed in the presence of a notary (retain one (1) for your records). The agreement must be approved by the Commissioner or his/her designee and, in certain instances, the Office of the New York State Comptroller.
- (c) IRS Form W-9 must be properly executed and returned.
- (d) Any other closing documents required by the New York State Attorney General Office, which represents the Department for the closing, must be completed and returned.
- (e) The Department must verify payment of taxes for Tax Map Parcel 107-16-1. *Note that if a tax was a lien on the date of vesting, proof of payment of all installments is required.

Any additional required documents needed to issue payment which not already included in this package will be provided to you after the Department receives a signed agreement.

Please also note that pursuant to New York State Eminent Domain Procedure Law §304(e)(2), the Department may make a deposit in the amount of our highest approved appraisal of your property if federal funds are involved in the project and the Department determines that it is necessary to proceed with a construction contract without delay. Such a deposit complies with federal laws, rules, and regulations. You will be notified if a deposit has been made and you may apply to receive the deposited funds.

I will contact you again shortly as well as to further discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at (585) 272-3373 or by e-mail at laura.richert@dot.ny.gov. Thank you.

Sincerely,



Laura Richert
Real Estate Specialist I

enclosures

cc: Acquisitions Management Bureau, POD 41
File

EXPLANATION OF ACQUISITION/OFFER OF SETTLEMENT

PIN: 428613221
SH: 168
COUNTY: Monroe
MAP(S): 91
CLAIMANT(S): Town of Brighton

PROC#: 15766
PROJECT: Dugway Road, Section I
TOWN/CITY: Brighton
PARCEL(S): 141

DECL:1553
VILLAGE:

EXPLANATION OF ACQUISITION

Map 91, Parcel 141 is an irregular-shaped parcel containing 1,735± square feet (0.040 acres). The parcel is located in the southeast corner of the property, at the intersection of NYS Route 286 (Browncroft Boulevard) and Knollbrook Road. It will be appropriated in Fee.

The total set out below includes compensation for land, seeded lawn and asphalt driveway.

Unit Value: Parcel 141: 1,735± SF x \$1.00/SF

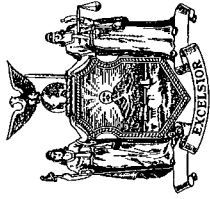
Offer Of Settlement

1. Direct Damages	\$4,925.00
2. Indirect Damages	\$0.00
3. Rental Value - Temporary Occupancy	\$0.00
4. Rental Value - Temporary Easement	\$0.00
Total Damages - Just Compensation	\$4,925.00

The above value represents the amount of our highest approved appraisal, developed in accordance with appraisal standards as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). If you are satisfied with our explanation of the acquisition and wish to settle your claim with the State, you may request that we send you the Agreement of Adjustment and Release of Owner for execution. If you wish to leave your claim open and still collect the offered compensation, you may execute all three of the enclosed Agreement for Advance Payment documents, keeping one for your records and returning two in the self-addressed envelope provided. Once we receive your signed agreement and the closing papers have been completed and processed, payment can be made to you.

Please note that, in making this offer and any subsequent payment, the Commissioner of Transportation and the State of New York reserve certain rights, as explained in this paragraph. If, in the course of the construction of this project or the use or occupation of the property by the State or its authorized agents, it is discovered that hazardous or contaminated materials are present on any portion of the property in which the State is acquiring an interest, and such condition requires remediation by the Department of Transportation and/or some other State agency, the Commissioner and the State shall have the right to assert any claim, fine or penalty authorized by law against you or any other person or entity who owned, occupied or used the property, or caused such contamination, prior to the State's acquisition. This includes the right to assert a claim against any payments made pursuant to either of the enclosed Agreements or any subsequent payment, including any court award or settlement.

Payment of the offer, if accepted, will be made only upon approval by the Director of Office of Right of Way and/or the Comptroller of the State of New York and upon certification of the Attorney General of the State of New York as required by law.



NEW YORK STATE DEPARTMENT OF TRANSPORTATION

HOW PROPERTY IS ACQUIRED IN NEW YORK STATE

The acquisition of property required for a public improvement occurs only after an extensive, coordinated process that includes careful planning, engineering and design. This leads to a determination of property that is needed to construct a public improvement. You may have attended one or more of the public hearings as part of the overall process.

When it is necessary for the Department to acquire private property, a detailed map is prepared to illustrate the extent of right of way needed from each property. Concurrently, a title search is conducted to determine the ownership interests in the property along with any liens and encumbrances. Title to the property is transferred to the State when the map is filed with the County Clerk's Office in the county in which the property is located. ***Before any transfer of title takes place, the law requires the State's make an offer in writing for Just Compensation, which is based on the amount of the State's highest approved appraisal.***

An appraisal is prepared either by Department or Consultant Appraisers, each of whom have had extensive experience in the valuation of real estate as well as having received special training in valuing property affected by eminent domain proceedings. You will be offered the opportunity to accompany the appraiser during the inspection of your property. In completing the appraisal, the Appraiser will analyze market conditions and prices at which properties similar to yours are sold. With your offer, you will receive a summary statement explaining the Just Compensation established and the basis for the valuation. If we are unable to arrive at an agreement in full settlement of your claim, you will have the option to collect an advance payment of the Just Compensation offered and continue negotiations. Agreeing to accept an advance payment affords you the time and opportunity to present additional information for consideration which you may feel has a bearing on the appraised value. Ultimately, you have the right to file a claim with the State Court of Claims if a full settlement cannot be reached. The Department representative assigned to your claim will explain the options for agreements and methods of payment at the time the offer is extended.

Occasionally, a claimant may refuse or fail to accept the State's offer, and the Map is still filed. In that case, if federal money is in any phase of the project, the amount offered will be deposited in a variable rate interest bearing account. Depositing the amount of the State's offer is considered to be the legal equivalent of payment to you and allows the State's Contractor to enter upon your property for construction even though you have not signed an agreement. To withdraw the amount deposited, a claimant must either sign an Agreement or formally request of the Court of Claims a distribution of the funds held in the interest bearing account. If there is no federal money in any phase of the project, the amount offered will not be deposited, but will accrue interest from the date the map is filed in accordance with State Law. In this situation, the filing of the map will allow the State's Contractor to enter upon your property for construction even though you have not signed an agreement.

Our acquisition process is not a routine real estate transaction, nor one which most people will experience. We expect you will have concerns and questions and we want to reassure you that our trained, professional staff will make themselves available to discuss the variety of issues that arise and assist you *throughout*.

The Office of Right of Way at the Department of Transportation

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

ACQUISITION FACT SHEET

Our acquisition process is not the routine real estate transaction to which most people are accustomed and it is anticipated there will be many questions. This fact sheet is provided to identify the many terms which you will encounter throughout our correspondence and documents related to any acquisition. Please feel free to direct any questions you may have to the Department Representative who is assisting you with your claim.

EMINENT DOMAIN

Eminent domain is a governmental right to acquire private property for public use by condemnation and is one of the oldest exercises of government power dating back to common law. The founding fathers placed a high value on the protection of private property adding the Fifth and Fourteenth Amendments to the US Constitution. The Fifth Amendment insures due process and that JUST COMPENSATION be paid stating that “no person shall be ... deprived of ... property, without due process of law; nor shall private property be taken for public use, without just compensation.” The use of EMINENT DOMAIN is often necessary for the good of the general public and any acquisition is carefully designed and planned to maximize the benefits of the public improvement project and minimize the effects on the property owners.

APPROPRIATION

Appropriation is the legal means by which New York State exercises eminent domain (as opposed to local public agencies which acquire property by condemnation)

ACQUISITION

The act of acquiring property either by condemnation or appropriation; Often this term is used as a noun, stated as “The Acquisition,” and applies to the property taken, whether the entire property or just a portion.

TYPES OF ACQUISITION

There are two types of acquisitions: a FULL ACQUISITION where the entire property is acquired and a PARTIAL ACQUISITION where a portion of the property is acquired and there is a remainder property left in private ownership.

JUST COMPENSATION

The value of the property taken and for all property rights lost or acquired. This is determined through appraisal of the Fair Market Value of the property, before the acquisition and after, with the difference resulting in TOTAL DAMAGES to the property.

TYPES OF DAMAGES

DIRECT DAMAGES - The appraised value of the physical portion of property actually acquired. INDIRECT DAMAGES - The loss of value, if any, to the property remaining after the acquisition.

FEE SIMPLE ESTATE

Labeled as FEE on the Appropriation Map. Fee Simple Estate is the greatest interest one can have in real property. When the State acquires in FEE, it is a total acquisition of real property, unqualified and of indefinite duration. When an acquisition encompasses only a portion of the entire property, the remainder retains rights to access as before unless specified otherwise. Rights are transferred by filing a map in the County Clerk’s office, also referred to as VESTING.

PERMANENT EASEMENT

Labeled as PE on the Appropriation Map. When the State acquires a Permanent Easement, it is an acquisition of a limited, specific right in real property and of indefinite duration. An example of a Permanent Easement is for highway drainage. In some instances, it is possible for the landowner to use the easement area for other purposes if the State’s interest is not affected. Rights are transferred by filing a map in the County Clerk’s office.

TEMPORARY EASEMENT

Labeled as TE on the Appropriation Map. A Temporary Easement is an acquisition of a limited, specific use of real property for a **defined time period**. An example of an easement of this type is for grading or as a work area during construction. In some instances, it is possible for the landowner to use the easement area for other purposes if the State’s interest is not affected. The defined rights are transferred by filing a map in the Count Clerk’s Office and is terminated upon the completion of the project.

TEMPORARY OCCUPANCY

Commonly abbreviated as **TO**. This is a short-term rental of land by the State, usually for the length of a construction contract. If an agreement for a Temporary Occupancy can be reached, no vested rights in the property will be acquired; if no agreement is reached, the State may convert the temporary occupancy into a Temporary Easement which would require our filing a map in the County Clerk's office.

VESTING OF TITLE

Vesting is synonymous with Filing in the County Clerk's office and the terms are commonly used interchangeably. This is the process whereby the Department files a map and description of the property to be acquired in the respective County Clerk's office. When this map is filed, or title vested, property interests as defined in the Map transfer to the State of New York on that date.

TYPES OF AGREEMENTS

An agreement is a legal instrument that, when signed by you and upon completion of the closing papers, allows the state to pay you for the acquired property. There are several types of Agreements:

AGREEMENT FOR ADVANCE PAYMENT

Allows the Department to pay you the full amount of our offer and reserves to you the right to negotiate additional compensation, or ultimately commence a lawsuit if agreement cannot be reached.

AGREEMENT OF ADJUSTMENT and RELEASE OF OWNER

Completely settles the matter of our acquisition for the full amount offered plus interest.

TEMPORARY OCCUPANCY AGREEMENT

Allows the Department to pay you for the short term temporary occupancy of your property.

CLOSING PAPERS

Closing papers are legal documents prepared by the Real Property Bureau of the New York State Attorney General's Office. These must be completed before payment can be made for the acquisition of property. Should you have any questions or require assistance with the closing papers when you receive them, please contact the Real Estate Specialist assigned to your claim.

INTEREST

The Department pays interest at a rate set by State statute. It is variable and begins at vesting, generally. Interest payment applies to all agreements signed, except Temporary Occupancy Agreements. It is advised that you sign and return documents timely, as interest may be terminated 90 days following the date of our vesting, and resume when you sign and return your agreement within that time. Interest will also be paid when money has been deposited on your behalf. A full explanation of the terms of payment of interest can be found attached to your agreements when you receive them.

SERVICE OF MAP AND NOTICE OF APPROPRIATION

This is the legal process where a Department representative serves a property owner by Certified Mail, or in Person, the official "Notice of Appropriation" together with a print of the official Appropriation Map that have been filed in the County Clerk's office. This service is an official notice of our acquisition and also begins a 3-year Statute of Limitations to file a claim in the Court of Claims when you have chosen to execute the Agreement for Advance Payment. Should no claim be filed within three years from the date of service, your right to file said claim in the Court of Claims expires.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

AGREEMENT FOR ADVANCE PAYMENT

PIN 428613221

PROC 15766

PROJECT SH 168, Dugway Road, Section I

MAP(S) 91

PARCEL(S) 141

COUNTY Monroe

TOWN/CITY Brighton

VILLAGE

THIS AGREEMENT, made this X day of X , between

Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Four Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$4,925.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.
6. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.

7. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

8. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

9. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

10. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment made hereunder.

11. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

12. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond N/A months from the date of vesting by the State of New York will result in an additional payment at a rate of \$N/A per month, until the State files a certificate of termination of the temporary easement or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this temporary occupancy will be made upon the termination of the temporary easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

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

Claimant:

Town of Brighton

BY: **X**

ITS: **X**

STATE OF NEW YORK
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

X

(Notary Public)

COMMISSIONER OF TRANSPORTATION

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PROPERTY ACQUIRED BY APPROPRIATION
INTEREST SUPPLEMENT TO AGREEMENT**

Lawful interest will be paid on the amount you are entitled to receive under this Agreement. State law governs the amount of interest you are entitled to and how that interest is calculated.

Interest payments are determined as follows:

1. Interest shall begin to accrue on the amount payable to you under this Agreement from the earlier of:
 - a. The transfer of title to the State by the filing of an appropriation map in the office of the County Clerk in the County where the property is located; or
 - b. The date upon which the State or its contractors enter the property for construction purposes, if title has not been already transferred to the State by the filing of the appropriation map as in a. of this paragraph.
2. Interest shall be paid at a rate established by statute. Current law applying to your claim requires that, unless the State has deposited the amount you are entitled to receive under this Agreement into a Special Eminent Domain Account (the "Special Account"), the State will pay interest at a rate not to exceed 9 per cent per annum (simple interest and not compounded). If your money has been deposited into the Special Account, you will be paid interest at a rate to be determined by the State Comptroller based upon the rate of interest earned by the Special Account during the period of deposit. Please note that the rate of interest earned by the Special Account may be significantly less than 9%.
3. The State is not required to pay interest, and interest will be suspended on the amount due under this Agreement, if:
 - a. You notify the State in writing that you reject the offer of compensation contained in this Agreement; or
 - b. You fail to notify the State in writing within 90 days from the date upon which you receive this Agreement that you accept the offer of compensation under the terms contained in this Agreement; or
 - c. You fail to return the agreement and/or the closing papers provided to you, or the other proofs required by the State (collectively, the closing papers and other proofs are hereafter referred to as the "Closing Papers") within 90 days from the date upon which you receive the Closing Papers, and your failure is unreasonable.
4. The interest suspensions described in paragraph 3. of this supplement shall continue until such time as you accept the State's offer, or you return the Agreement and/or all of the Closing Papers supplied to you, properly executed in a manner satisfactory to the State, whichever is applicable.

7. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

8. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

9. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

10. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment made hereunder.

11. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

12. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond N/A months from the date of vesting by the State of New York will result in an additional payment at a rate of \$N/A per month, until the State files a certificate of termination of the temporary easement or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this temporary occupancy will be made upon the termination of the temporary easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

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

Claimant:

Town of Brighton

BY:X

ITS:X

STATE OF NEW YORK
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

X

(Notary Public)

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

AGREEMENT FOR ADVANCE PAYMENT

PIN 428613221

PROC 15766

PROJECT SH 168, Dugway Road, Section I

MAP(S) 91

PARCEL(S) 141

COUNTY Monroe

TOWN/CITY Brighton

VILLAGE

THIS AGREEMENT, made this X day of X , between

Town of Brighton

2300 Elmwood Avenue

Rochester, NY 14618

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Four Thousand Nine Hundred Twenty Five and 00/100 Dollars (\$4,925.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.
6. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.

7. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.
8. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.
9. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.
10. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment made hereunder.
11. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.
12. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond N/A months from the date of vesting by the State of New York will result in an additional payment at a rate of \$N/A per month, until the State files a certificate of termination of the temporary easement or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this temporary occupancy will be made upon the termination of the temporary easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

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

Claimant:

Town of Brighton

BY:X

ITS:X

STATE OF NEW YORK
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

X

(Notary Public)

COMMISSIONER OF TRANSPORTATION

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

Description of Project

This project will rehabilitate Route 286 (Browncroft Boulevard) from the Rochester City Line at Route 590 to Qualtrough Road, in the Towns of Brighton and Penfield. A smooth riding surface will be provided by milling and resurfacing the roadway. Guiderail and median barrier improvements are proposed along with closed drainage cleaning and/or replacements, and traffic signal rehabilitation and/or replacements. All signs within the corridor will be replaced.

This project will also include minor widening near Knollbrook/Shafsbury Roads which will provide enhanced bicycle and pedestrian accommodations. Sidewalk will be installed along the north side of Browncroft Boulevard from Route 590N to Knollbrook Road and along the south side from White Village Drive to Blossom Road.

Detours are not anticipated as work will be accomplished by using short and long-term lane/shoulder closures and/or one-way alternating traffic with flagging control. Construction is anticipated to last one construction season, beginning in Spring 2026.

RESOLUTION OF THE GOVERNING BODY OF THE
Town of Brighton
RATIFYING AN AGREEMENT FOR ADVANCE PAYMENT
AND
AUTHORIZING **X** _____ (OFFICER'S NAME) TO EXECUTE CLOSING PAPERS ON BEHALF
OF Town of Brighton

WHEREAS, the State of New York has taken or is in the process of taking a portion of the land owned by Town of Brighton through the process of Eminent Domain for the purposes of improving **Browncroft Boulevard**;

WHEREAS, the State has offered to pay Town of Brighton the sum of **\$4,925.00** for a portion of Town of Brighton's property along Browncroft Boulevard as depicted on **Map(s) 91**, as **Parcel(s) 141**;

WHEREAS, an agreement to accept said money (an Agreement for Advance Payment) has been signed on behalf of Town of Brighton by **X** _____ (OFFICER'S NAME);

WHEREAS, the **X** _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) of the Town of Brighton is the governing body of the Town of Brighton; and

WHEREAS, the **X** _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) is meeting on this _____ day of _____, 20____, after proper notice to consider this matter; and

WHEREAS, the Town of Brighton wishes to ratify the Agreement for Advance Payment and to appoint **X** _____ (OFFICER'S NAME), as **X** _____ (OFFICER'S TITLE), as the person to execute closing papers on behalf of the Town of Brighton;

IT IS, UPON MOTION DULY MADE AND SECONDED,
RESOLVED THIS _____ DAY OF _____, 20____; **X**

THAT, the Agreement for Advance Payment is hereby accepted and ratified;

THAT, **X** _____ (OFFICER'S NAME) is hereby designated as the person to execute any and all closing papers with regard to this transfer to the State of New York.

Certification of the Secretary of the **X** _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) of the Town of Brighton

The undersigned Secretary of the **X** _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) hereby certifies that the foregoing resolution was made, seconded and approved by a vote of the **X** _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) at a meeting held at **X** _____ (MEETING LOCATION) on the _____ day of _____, 20____, **X**

Signed this _____ day of _____, 20____. **X**
(SIGNATURE)
By: _____ (PRINT NAME)
Secretary of the **X** _____ (NAME OF GOVERNING BODY [i.e. Board of Directors])
Of the Town of Brighton

DUGWAY ROAD, SECTION I
BROWNCROFT BLVD.
N.Y.S. ROUTE 286
S.H. 168

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP
PIN 4286.13

MAP NO. 91
PARCEL NO. 141
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Dated Filed CCM

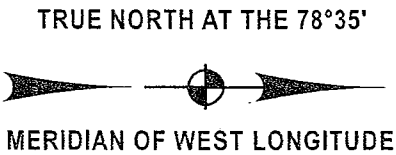
Parcel Locator Point:

Parcel No: 141
N: 1152296.847
E: 1427620.585

TOWN OF BRIGHTON
(REPUTED OWNER)
CCD L. 2446 P. 17
TRN 101

PARCEL SUMMARY:
Type: FEE
Portion of 2012 Tax
Map Ref. No. 107.16-1-1
Town of BRIGHTON
County of MONROE
State of New York

NOTE: LOCATIONS OF ANY UNDERGROUND
UTILITIES AND EASEMENTS FOR SAID
UTILITIES SHOWN ON THIS MAP ARE
APPROXIMATE.

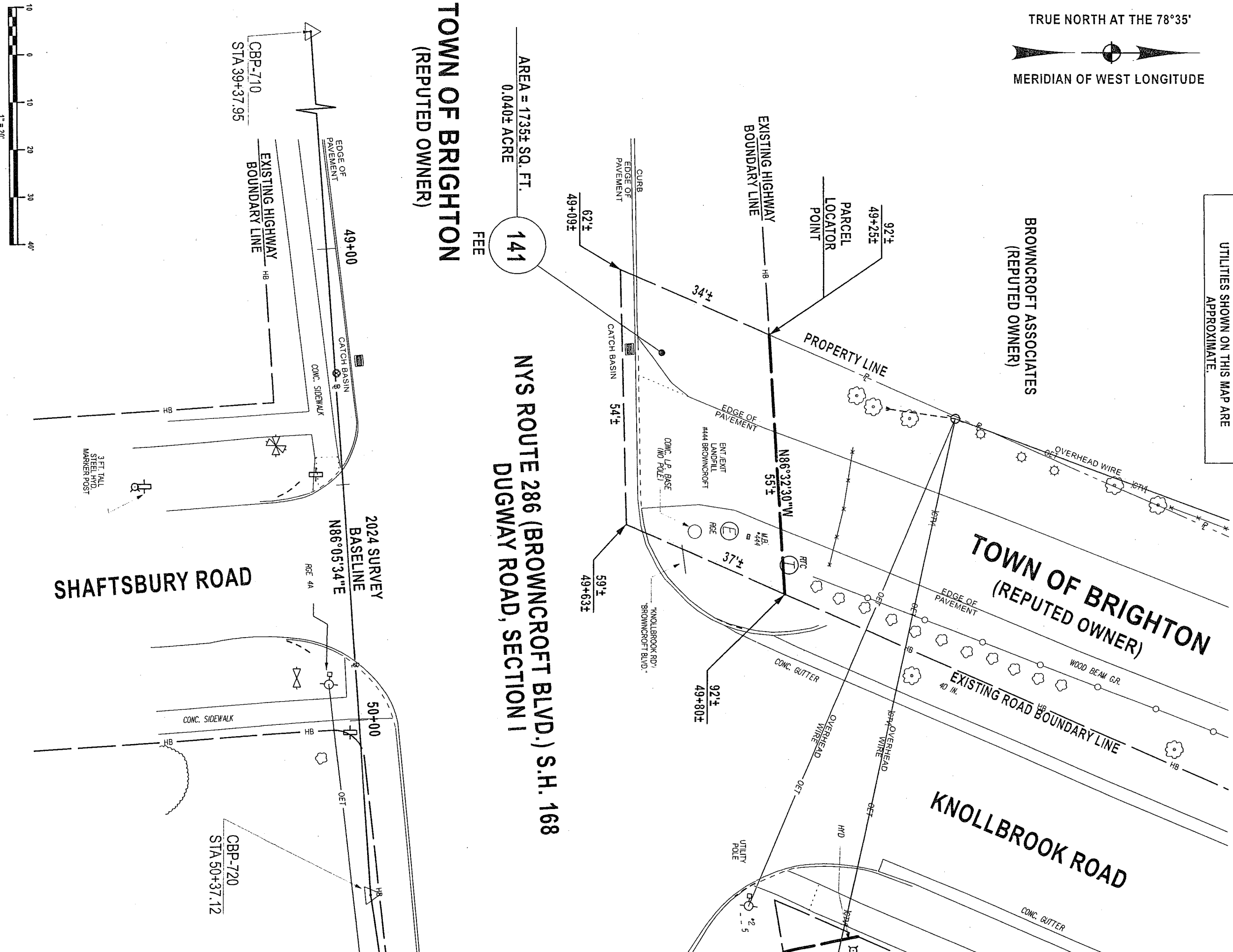


AREA = 1735± SQ. FT.
0.040± ACRE

141
FEE

NYS ROUTE 286 (BROWNCROFT BLVD.) S.H. 168
DUGWAY ROAD, SECTION I

TOWN OF BRIGHTON
(REPUTED OWNER)

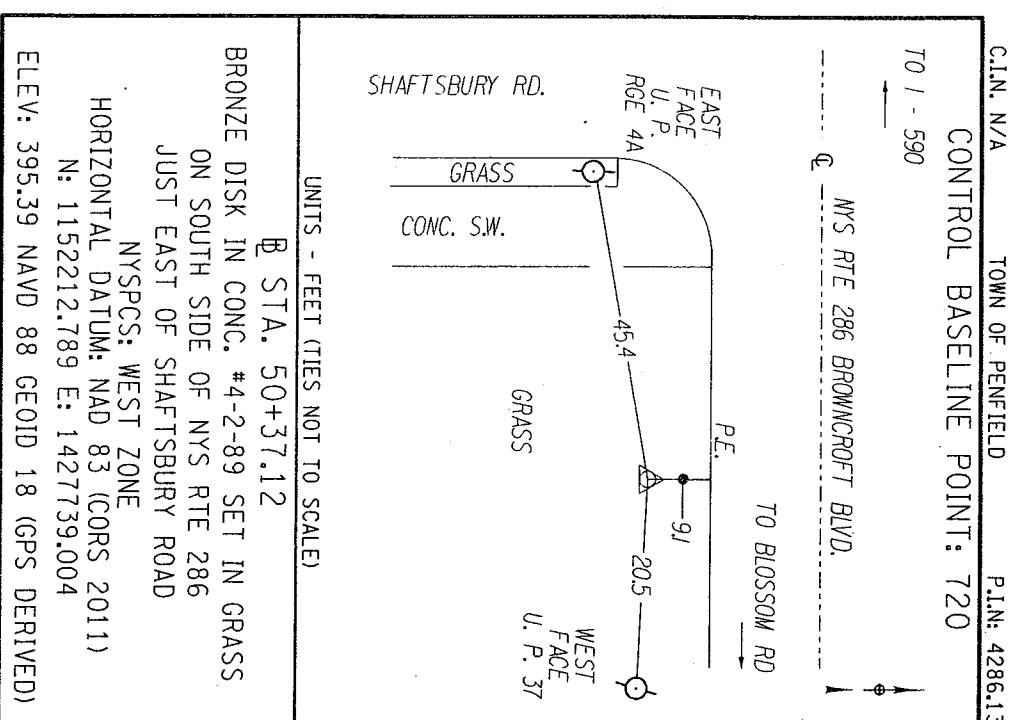
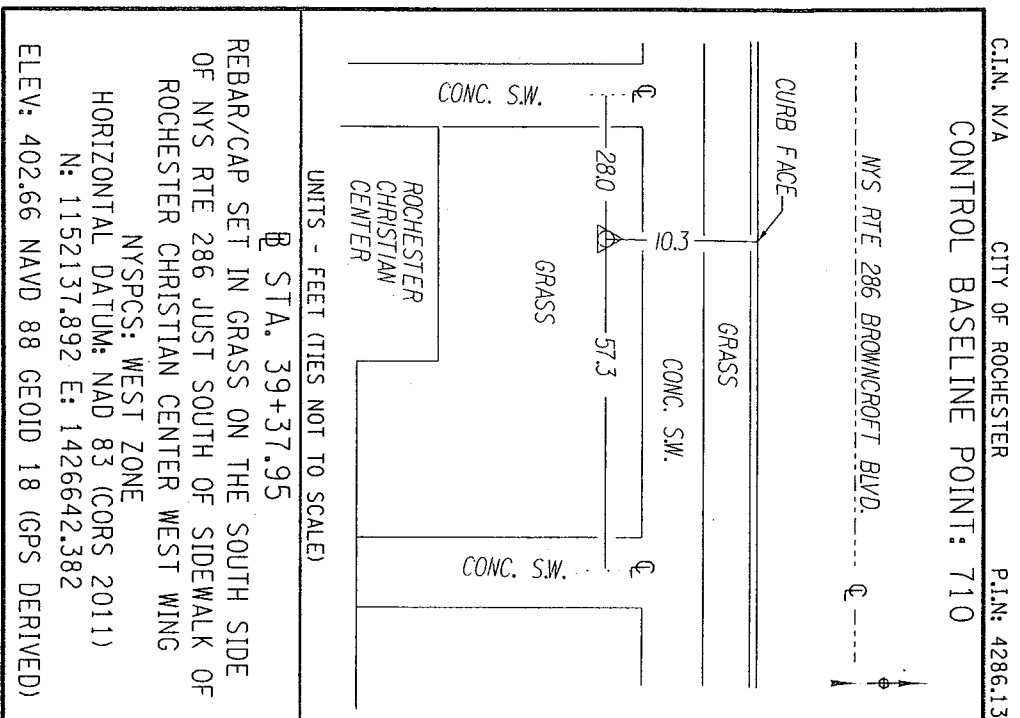


DUGWAY ROAD, SECTION I
BROWNCROFT BLVD.
N.Y.S. ROUTE 286
S.H. 168

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

4286.13

MAP NO. 91
PARCEL NO. 141
SHEET 2 OF 2 SHEETS

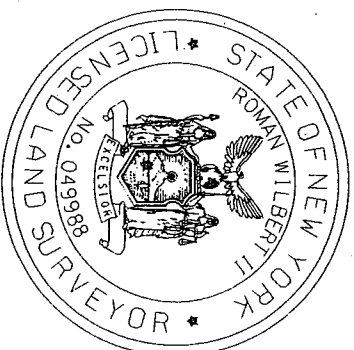


All that piece or Parcel of property designated as Parcel No. 141, as shown on the accompanying map, to be acquired in FEE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date JANUARY 9 20 25

Corinna M. Myers-Herring
Corinna M. Myers-Herring, P.E.
Regional Design Engineer
for the Regional Director of
Transportation Region No. 4



TOWN OF BRIGHTON
(Reputed Owner)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date September 03 20 25



Kathleen Day
Director of Right-of-Way, OFFICE OF RIGHT-OF-WAY

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Roman Wilbert II
Roman Wilbert II
Professional Land Surveyor
P.L.S. License No. 49988







OFFICE OF RIGHT-OF-WAY





PREPARED BY P. CLARKE

CHECKED BY

FINAL CHECK BY R. WILBERT II

ON: AFFECTING

COLOR KEY	
	Highway
	Fee Acquisition
	Permanent Easement
	Temporary Easement
	Sidewalk
	Existing Highway Boundary/Property Line

LEGEND	
	RAISED/FLUSH MEDIAN REMOVAL
	LIMITS OF FULL DEPTH RECONSTRUCTION
	LAWN RESTORATION AREA (SEE NOTE 5)
	CONCRETE SIDEWALK REMOVAL AND

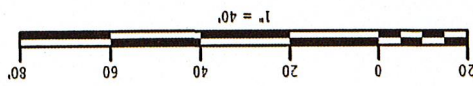
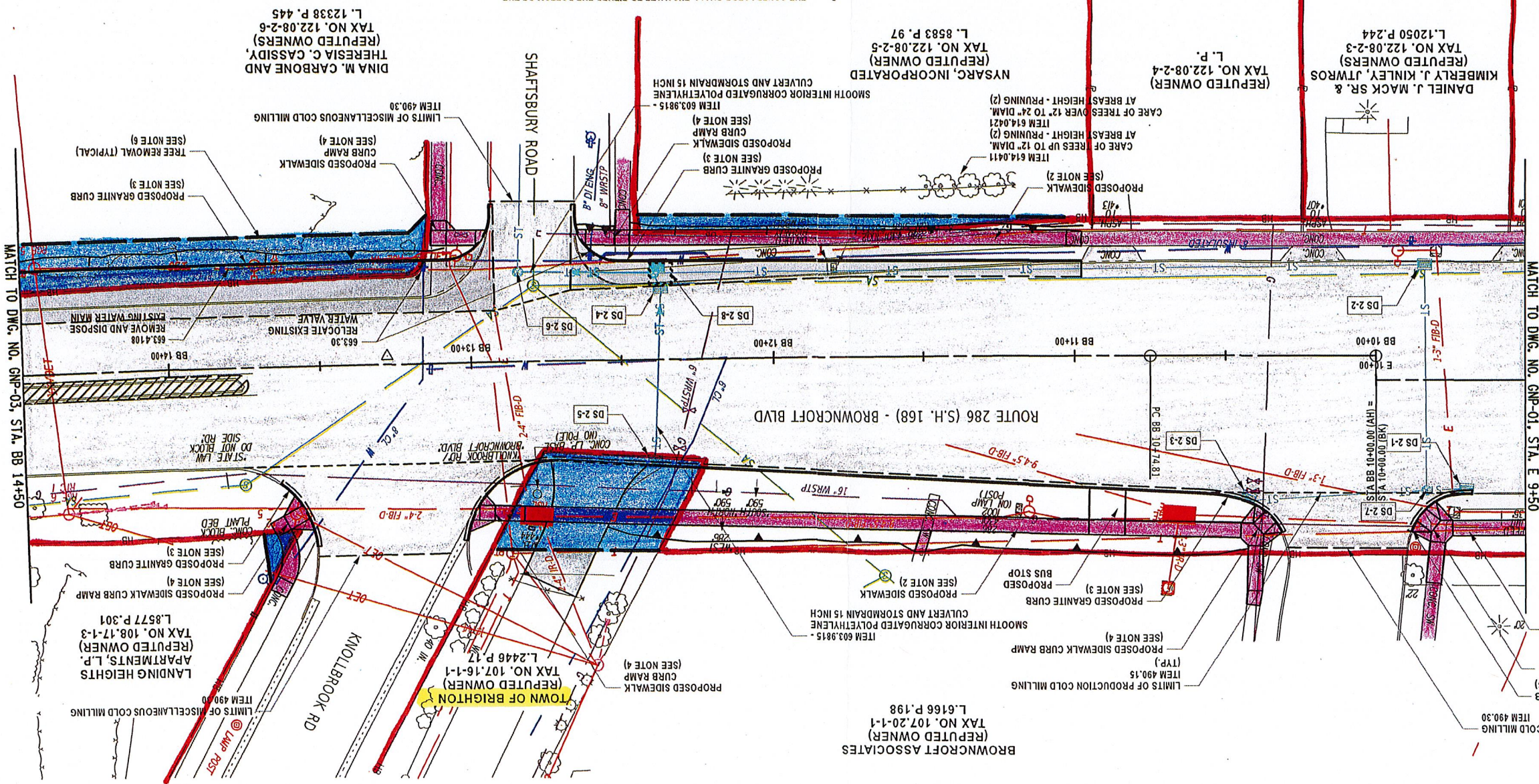
PRELIMINARY

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

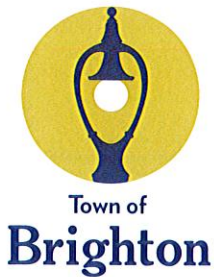
1. THE CONTRACTOR SHALL CLEAN ALL DRAINAGE STRUCTURES AND DRAINAGE PIPES WITHIN THE PROJECT LIMITS.
2. REFER TO DWG. NO. MSD-01 FOR SIDEWALK INSTALLATION DETAILS.
3. REFER TO DWG. NO. MSD-02 FOR GRANITE CURB INSTALLATION DETAILS.
4. REFER TO DWG. NO. CRD-XX FOR CURB RAMP INSTALLATION DETAILS.

NOTES:

5. THE CONTRACTOR SHALL EXCAVATE TO EITHER THE BOTTOM OF THE SUBBASE COURSE OR A DEPTH OF 10 INCHES, WHICHEVER IS LESS, PAID FOR UNDER ITEM 203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL, THEN BACKFILL WITH EMBANKMENT TO 4 INCHES BELOW THE FINISHED GRADE, PAID FOR UNDER ITEM 203.03 EMBANKMENT IN PLACE, THEN BACKFILL WITH TOPSOIL, PAID FOR UNDER ITEM 610.1605 - TURF ESTABLISHMENT - PERFORMANCE. THE CONTRACTOR SHALL THEN ESTABLISH TURF, PAID FOR UNDER ITEM 610.1605.
6. THERE ARE MULTIPLE TREES TO BE REMOVED WITHIN THE CLEARING AREA, REFER TO TABLE OF TREE REMOVALS ON DWG. NO. MST-XX.



CONTRACT NUMBER	GENERAL PLANS	SHEET NO.	NEW YORK STATE Department of Transportation
	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	DRAWING NO. GNP-02	



Brighton Police Department

2300 Elmwood Avenue
Rochester, New York 14618
(585) 784-5150



David Catholdi
Chief of Police

November 26, 2025

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

RE: Vehicle Collision Repair Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Brighton Collision and the Town of Brighton for the provision of vehicle collision repair services. This contract is for the period beginning January 1, 2026 through December 31, 2026 with the option to renew for up to three years.

In accordance with the Town's procurement policy, three written requests for pricing were sought. Brighton Collision submitted the lowest price per hour at \$55.00.

Please do not hesitate to contact me should you have any questions.

Respectfully,

David Catholdi
Chief of Police

CDC:jpo
Attachment

TOWN OF BRIGHTON
REQUEST FOR QUOTATION - *NOT AN ORDER*

DEPARTMENT POLICE
APPROPRIATION CODE 3120 4.64

\$1,000 - \$2,500 requires 2 Written quotes
\$2,500 - \$20,000 requires 3 Written quotes

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
300 Hours	Vehicle Collision Repairs	\$55.00	\$16,500

DELIVERY LOCATION N/A TERMS 1/1/26-12/31/26 (3 year renewal)

VENDORS CONTACTED:

1. NAME Austin Spencer DATE QUOTED 11/12/2025
ADDRESS 2433 Brighton Henrietta TL Road PRICE OR BEST ESTIMATE \$59.00 ph
Rochester, NY 14623 DELIVERY DATE _____
PHONE (585) 424-4064 ACCEPTED () REJECTED (X)

NAME Hawk Frame & Axle, Inc DATE QUOTED 11/12/2025
ADDRESS 77 O'Connor Road PRICE OR BEST ESTIMATE \$58.00 ph
Fairport, NY 14450 DELIVERY DATE _____
PHONE _____ ACCEPTED () REJECTED (X)

3. NAME Brighton Collision DATE QUOTED 11/12/2025
ADDRESS 1821 Monroe Avenue PRICE OR BEST ESTIMATE \$55 ph
DELIVERY DATE _____
PHONE Rochester, NY 14618 ACCEPTED (X) REJECTED ()

ARE THERE ANY TRADE-IN ALLOWANCES OR DISCOUNTS APPLICABLE TO THIS PURCHASE? N/A

REMARKS: No response from Vogel Collision. Hawk Frame & Axle and Austin Spencer both have the same hour and discount terms. Hawk Frame & Axle is on county contract but due to the past satisfaction with Austin Spencer and being closer in proximity to the Town of Brighton, we would like to award them the contract.

I CERTIFY THAT ALL REQUIRED PURCHASING PROCEDURES HAVE BEEN FOLLOWED,

JP O'Brien
DEPARTMENT PURCHASING AGENT

11/12/2025
DATE

**TOWN OF BRIGHTON
QUOTATION RESPONSE SHEET**

Quotations will be accepted on the prescribed form and must be U.S. Postmarked or emailed no later than the **12th of November, 2025**. Award will be made within 30 days of this date.

All quotes must be addressed to the following:

J.P. O'Brien
jp.obrien@townofbrighton.org
or
Town of Brighton Police Department
2300 Elmwood Avenue
Rochester, New York 14618

Name, Title, and Address (Printed)

Alan Austin Austin Spencer Collision
Owner 2433 Brighton Henrietta TLRd
Telephone 585 425-1000 Rochester, Ny 14623

DESCRIPTION	UNIT PRICE	
Labor Rate Per Hour (Body Labor Repair)	<u>59</u>	PH
Labor Rate Per Hour (Paint Labor Repair)	<u>59</u>	PH
Labor Rate Per Hour- (Paint Materials)	<u>43</u>	PH
Labor Rate Per Hour (Mechanical Repair)	<u>140</u>	PH
Hazardous Materials Charge (One Charge Per Repair)	<u>2.50</u>	
Repair Parts % of List Price	<u>5%</u>	

HAWK
FRAME

BP 1102-21
COLLISION REPAIR, VEHICLE
UNIT PRICE SHEET **UPDATED RATES 1/1/2025**

HAWK
FRAME

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Labor Rate Per Hour- Body Labor Repair	\$58.00/hr.
2.	Labor Rate Per Hour- Paint Labor Repair	\$58.00/hr.
3.	Labor Rate Per Hour- Paint Materials	\$40.00/hr.
4.	Labor Rate Per Hour- Mechanical Repair	\$95.00/hr.
5.	Hazardous Materials Charge (One Charge Per Repair)	\$3.50/ea.
6.	Repair Parts: Multiplier (List Price Less 5%)	\$0.95

**TOWN OF BRIGHTON
QUOTATION RESPONSE SHEET**

Quotations will be accepted on the prescribed form and must be U.S. Postmarked or emailed no later than the 12th of November, 2025. Award will be made within 30 days of this date.

All quotes must be addressed to the following:

J.P. O'Brien
jp.obrien@townofbrighton.org
or
Town of Brighton Police Department
2300 Elmwood Avenue
Rochester, New York 14618

Name, Title, and Address (Printed)

Rob Coriale / co-owner
1824 North Ave, Buffalo NY 14218
Telephone 535-622-9191

DESCRIPTION	UNIT PRICE	
Labor Rate Per Hour (Body Labor Repair)	\$55	PH
Labor Rate Per Hour (Paint Labor Repair)	\$55	PH
Labor Rate Per Hour (Paint Materials)	\$30	PH
Labor Rate Per Hour (Mechanical Repair)	\$150	PH
Hazardous Materials Charge (One Charge Per Repair)	\$5	
Repair Parts % of List Price	Suggested retail list price	

TOWN OF BRIGHTON POLICE DEPARTMENT

AGREEMENT, made on **December 10, 2025** between the TOWN OF BRIGHTON, a municipal corporation, with offices at 2300 Elmwood Avenue, Rochester, New York 14618, hereinafter referred to as the "Town", and

Brighton Collision Center LLC
1821 Monroe Avenue
Rochester, NY 14618
Social Security/Tax ID Number 93-2752687
(585) 622-9191

Hereinafter referred to as the "Contractor".

The parties to the agreement, in consideration of the mutual promises set forth herein, hereby agree as follows:

- 1) **Agreement and Services.** The contractor hereby agrees to perform all services and conditions for the Brighton Police Department as set forth below.
 - a) Police Vehicle Collision Repair
 - b) Vendor must be diligent in providing collision repairs to town vehicles in the shortest possible time
 - c) Competent staff trained and experienced will perform repairs, and that all work shall be performed in accordance with the manufacturer's specifications. The equipment used will be located in a facility adequate for and actively engaged in the services specified.
 - d) Vendor must have prompt access to automobile manufacturers approved parts for a fleet of twenty police and ten town vehicles for the contract year. Parts will be guaranteed in accordance with the manufacturer's standard warranty. No used or reconditioned parts will be used without the expressed prior approval of the Town. Replacement of defective parts (parts and labor) will be performed at the expense of the vendor.
 - e) The Town prior to commencing work must approve all estimates. When the estimated cost of repairs appears unreasonable in view of prior cost experience, and other prevailing estimates, the Town reserves the right to obtain services from an alternate source.
 - f) There shall be no extra charge for estimates and the vendor shall have the capability to work with, and accept, estimates for the collision repairs from independent and/or insurance appraisers
 - g) Vendor may not charge the town for labor time spent in diagnosing a warranty-related repair.
 - h) Vendor must provide as an option, pick up/tow and delivery service to and from the Town Hall for vehicles daily; except for Saturdays, Sundays and holidays. When vehicles are delivered by town personnel for service, transportation must be provided back to the Town Hall for these employees if so needed.
- 2) **Rate and Payment.** The contractor hereby agrees to perform all services and perform all other obligations for the Brighton Police Department at the rate set forth below.

TOWN OF BRIGHTON POLICE DEPARTMENT

- a) Contractor agrees to provide services listed in section 1 at a labor rate of \$55.00 per hour.
 - b) Contractor agrees to provide list price for all vehicle parts and or components
 - c) When services are complete, Contractor will provide an Invoice to the Brighton Police Department for payment.
- 3) **Term.** The term of the Agreement shall be for **January 1, 2026** through **December 31, 2026** with the option to extend the agreement for up to three, one year extensions.
- 4) **Termination.** The Town reserves the right to terminate this Agreement immediately upon written notice to the Contractor, by Certified Mail, Return Receipt Requested or personal delivery of such notice for the following reasons:
- a) In the event that the job performance by the Contractor is deemed unacceptable by the Town.
 - b) In the event that the Town determines that termination is in the best interest of the Town, including without limitation a determination that the Town lacks sufficient funding to offer the service provided by the Contractor.
 - c) In the event that the Contractor fails to maintain in effect any required insurance policy and/or fails to provide to the Town any certificate(s) of Insurance pursuant to Paragraph 9 of this Agreement.
- In the event of termination under this Agreement, the Contractor shall only be entitled to remuneration for services rendered to the Town to the date of such termination.
- 5) **Integration of Agreement.** This instrument contains the entire Agreement between the parties and no statements, promises or inducements made by either party or agent of either party, that are not contained in this written Agreement may not be enlarged, modified or altered except in writing and initialed by both parties.
- 6) **Independent Contractor.** The contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the Town of Brighton, nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement membership or credit. This document shall not constitute the appointment of contractor as the Town's agent, and Contractor agrees that he will not act as or hold himself out as the agent of the Town.
- 7) **Contractor's Sole Responsibility.** The Contractor shall be solely responsible of all items listed below:
- a) performing safety inspections of the equipment and materials used in the collision repair of vehicles;
 - b) reporting to the Town any observed deficiencies in any equipment or materials owned or provided by the Town;

TOWN OF BRIGHTON POLICE DEPARTMENT

- c) as a standard, it is anticipated that actual repair time should take no more than four hours (or less) for minor repairs (ie. tune-up, transmission service, fuel pump, alternator etc.) and two days (or less) for major repairs.
 - d) provide follow-up repair service for their collision work within a reasonable time frame.
 - e) agreement that it will not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, nor any part thereof, nor any money which are or will become due and payable thereunder without the prior written consent of the Town of Brighton.
- 8) **Indemnification.** The Contractor agrees to indemnify and hold the Town harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and cost of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Contractor's fault or negligence in the performance of or failure to perform his responsibilities as stated in this Agreement, or occasioned all or in part by any act or omission of the Contractor, his agents or employees or otherwise arising from this agreement or out of services which the Contractor may perform.
- 9) **Insurance.** If the Town of Brighton requires the Contractor to carry insurance for the program or activity provided under this Agreement, the Contractor shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the Town Board and Attorney. The Contractor shall deliver a Certificate of Insurance to the Town evidencing such coverage: (a) at the time of execution of this Agreement; and (b) immediately upon any renewal of said policy during the term of this Agreement. The original and any renewal Certificates shall be attached to and incorporated into this Agreement. The Contractor's failure to provide said Certificates in a timely manner shall entitle the Town to withhold payments and/or to terminate this Agreement as provided in Paragraph 4 (c), above. **The Town of Brighton and Austin Spencer Collision shall be named as Certificate Holder and as an additional Insured for the specific project being undertaken.**
- 10) **Compliance with the Human Rights Law.** The Contractor agrees to abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

TOWN OF BRIGHTON POLICE DEPARTMENT

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

CONTACTOR (Individual)

By _____ Name _____
Signature (Print Name)

Fed Tax Id / SSN _____ (Date)

TOWN OF BRIGHTON:

By _____ Chief of Police _____ (Date)

By _____ Town of Brighton Supervisor _____ (Date)



Finance Department

Earl Johnson
Director of Finance

November 26, 2025

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

RE: Capital Budget – Chelmsford Lane over Buckland Creek Culvert Project

Dear Town Board Members:

On July 12, 2024 the Town of Brighton's application with the New York State Department of Transportation (NYSDOT) was approved for funding in the amount of \$840,000. On April 23, 2025 the board accepted this grant and authorized funding which included \$30,000 to acquire the necessary right-of-way approvals. We are asking the Town board to approve creating the Capital Budget for this project as shown below. We will not know all of the costs until the design work is complete at which point we will ask to amend the budget as needed.

H.ROADS.CHELM.2.67	Road Construction/Repair	\$ 562,000
H.ROADS.CHELM.4.49	Other Contract Services (Inspection)	\$ 88,000
H.ROADS.CHELM.4.52	Engineering Fees	\$ 160,000
H.ROADS.CHELM.4.53	Attorney Fees (Right of Way)	<u>\$ 30,000</u>
	TOTAL	\$ 840,000
H.ROADS.CHELM.3580	NYS Aid – Road/Bridge Construction	<u>\$ 840,000</u>
	TOTAL	\$ 840,000

Thank you for your consideration.

Sincerely,

Earl Johnson

Earl Johnson
Director of Finance



Finance Department

Earl Johnson
Director of Finance

November 29, 2025

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

Re: 202-b Hearing Request

Dear Honorable Town Board Members:

As part of the Town Capital Improvement Plan and the 2026 Adopted Town Budget, there was one purchase identified for funding in 2026 through the issuance of bonds which will be approved at a later date. However, there were two Sewer District projects and purchases approved that will require a 202-b hearing to purchase. Therefore, I am recommending that the Town Board schedule a public hearing at their December 30, 2025 meeting, in accordance to section 202-b of the Town Law to consider authorizing the expenditure of Consolidated Sewer District funds for the following:

1. the purchase of an Excavator in an amount not to exceed \$82,000; and
2. the design for the Winton Road Pump Station project in an amount not to exceed \$131,770; (collectively, the "Projects").

Since this purchase is for a special district, the Board must set a Town Law Section 202-b public hearing regarding the equipment and improvements to be funded.

I am requesting the public hearing be scheduled for December 30, 2025. If adopted, the resolution is subject to a thirty-day permissive referendum period. Funds were approved to be appropriated by the Town Board at their October 22, 2025 meeting when the Special District Budgets were approved. This will allow the purchases to move forward as needed without the need to issue serial bonds.

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

At a regular meeting of the Town Board of the Town of Brighton, Monroe County, New York, duly held at the Empire State University, Room #159, 680 Westfall Road, Rochester, New York 14620 at 7:00 p.m. on December 10, 2025.

PRESENT: WILLIAM W. MOEHLE,
Supervisor

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

The following resolution was offered by _____,
who moved its adoption, seconded by _____, to-wit:

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BRIGHTON,
MONROE COUNTY, NEW YORK (THE “TOWN”) (I) CALLING FOR A
PUBLIC HEARING IN ACCORDANCE TO SECTION 202-b OF THE
TOWN LAW TO CONSIDER AUTHORIZING IMPROVEMENTS TO THE
TOWN OF BRIGHTON CONSOLIDATED SEWER DISTRICT; AND (II)
DETERMINING THAT SUCH IMPROVEMENTS CONSTITUTE A TYPE
II ACTION UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW
ACT**

WHEREAS, the Town Board (the “Town Board”) of the Town of Brighton, Monroe County, New York (the “Town”) is considering authorizing certain improvements to the Town of Brighton Consolidated Sewer District (the “District”) consisting of (i) the purchase of an Excavator in an amount not to exceed \$82,000 for the Sewer Fund and (ii) the design for the Winton Road Pump Station project in an amount not to exceed \$131,770 (collectively, the “Projects”); funds were approved to be appropriated by the Town Board at their October 22, 2025, meeting when the Special District Budgets were approved and bonding will not be necessary; and

WHEREAS, the Town’s engineers have estimated that the maximum cost of undertaking these Projects is \$213,770; and

WHEREAS, the Town Board now intends to conduct a public hearing in accordance with Section 202-b of the Town Law with respect to undertaking the Projects at such estimated maximum cost.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby calls for a public hearing to be held at a public meeting of the Town Board to be held at the Town Of Brighton

Empire State University, Room #159, 680 Westfall Road, Rochester, New York 14620, on December 30, 2025 at 12:00 p.m. to consider if it is in the public interest to undertake the Projects at a maximum cost of \$213,770 and to hear all persons interested in the subject thereof; and it is

FURTHER RESOLVED, that the Town Clerk is hereby directed to cause notice of such public hearing to be published and posted in the manner prescribed by law; and it is

FURTHER RESOLVED, is hereby determined that the Project constitutes a “Type II” Action under of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation promulgated thereunder (collectively “SEQRA”) and no further action need be taken under SEQRA by this Board in connection with the Projects or the Town Board’s consideration thereof.

This resolution shall take effect immediately.

The following vote was taken and recorded in the public or open session of said meeting:

AYE

NAY

Date: December 10, 2025

**NOTICE OF PUBLIC HEARING
TOWN OF BRIGHTON'S CONSOLIDATED SEWER DISTRICT IMPROVEMENTS**

PLEASE TAKE NOTICE that the Town Board of the Town of Brighton, Monroe County, New York, by resolution dated December 10, 2025, ordered that a public hearing be conducted at a meeting of said Town Board to be held on December 30, 2025 at 12:00 p.m. at Empire State University, Room #159, 680 Westfall Road, Rochester, New York 14620 to consider whether it is in the public interest to approve the hereinafter described projects:

The Town Board is considering authorizing certain improvements to the Town of Brighton Consolidated Sewer District consisting of (i) the purchase of an Excavator in an amount not to exceed \$82,000 for the Sewer Fund and (ii) the design for the Winton Road Pump Station project in an amount not to exceed \$131,770 (collectively, the "Projects"); funds were approved to be appropriated by the Town Board at their October 22, 2025, meeting when the Special District Budgets were approved and bonding will not be necessary, all at a maximum estimated cost of \$213,770.

All persons interested in the aforementioned projects, and the subject matter thereof, are invited to attend.

Daniel Aman, Town Clerk
Dated: December 10, 2025



Finance Department

Earl Johnson
Director of Finance

December 1, 2025

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

Re: Year-End Budget Amendment

Dear Honorable Town Board Members:

Per discussion with the several Department Heads, additional equipment has been identified for purchase in 2025. This equipment was originally budgeted for purchase in 2026 so it does not change the overall approved Department spending plan. There are additional 2025 revenues in the form of Interest Income to cover the listed items for purchase:

Fuel Island Upgrades = \$ 60,000
Facilities Scissor Lift = \$ 10,000
Vehicle Lift = \$ 35,000
Zero-Turn Mower = \$ 20,000
IT Equipment = \$ 50,000
Total = \$175,000

Budget Amendment:

A.DPW.1620.2.40	Maintenance Equipment	\$ 30,000
A.HWY.5132.2.60	Facility Improvements	\$ 40,000
A.INFO.1680.2.13	Computer Equipment	\$ 40,000
A.UNDST.2401	Interest Earnings	\$110,000
D.HWY.5130.2.40	Maintenance Equipment	\$ 35,000
D.HWY.5140.2.13	Computer Equipment	<u>\$ 5,000</u>
D.HWY.2401	Interest Earnings	\$ 40,000
SS.SEWER.8120.2.13	Computer Equipment	\$ 5,000
SS.SEWER.8120.2.60	Facility Improvements	<u>\$ 20,000</u>
SS.SEWER.2401	Interest Earnings	\$ 25,000

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