

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

Meeting Date: Wednesday, December 17, 2025 (8:30 a.m.)

Location: Empire State University Room #159

1. Approval of Minutes – Receive and file minutes from December 3, 2025.
2. Discuss next Brighton Volunteer Ambulance vehicle purchase with Dennis Meitz, President of the BVA (Finance) – Discussion regarding the next Brighton Volunteer Ambulance vehicle purchase, due during the Spring of 2026, with Dennis Meitz, President of the BVA who will be in attendance.
3. Request for the Town Board to Authorize the Town Supervisor to sign another contract with UR Medicine EAP of the University of Rochester Medical Faculty Group for the 2026 & 2027 Employee Assistance Program (EAP) (Personnel) – Request from Tricia VanPutte for the Town Board to Authorize the Town Supervisor to sign another contract with UR Medicine EAP of the University of Rochester Medical Faculty Group for the Employee Assistance Program effective January 1, 2026 through December 31, 2027 at the rate of \$4,650 annually (#1.00 per employee) based on a total of 150 employees (see letter from E. Johnson).
4. Request for Town Board to approve the transfer of \$200,000.00 from the general Fund to the Town Hall Renovation Capital Project (Finance) – Request from Earl Johnson for Town Board to approve the transfer of \$200,000.00 from the general Fund to the Town Hall Renovation Capital Project in the event it is necessary to accommodate future change orders and/or purchases, as well as make any applicable budget amendment, based upon the estimated surplus for 2025 (see letter from E. Johnson).
5. 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 (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 \$64,598.00 in order to complete additional general construction work (PCO #52,53,56 & 57) which would exceed the approved 10% authorization to exceed the base bid (see letter from G Layton).
6. 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.
7. Discuss the NYS changes to the limited income senior exemption law (Supervisor) – Discussion regarding changes to NYS law for handling the limited income senior exemption.

8. Discuss the Community Choice Aggregation Settlement (Supervisor) – Discussion regarding the Community Choice Aggregation Settlement.
9. Town Hall Renovation & Sitework progress update (ongoing when necessary).

EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, January 7, 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****



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

December 8, 2025

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

Re: Strong EAP Contract renewal for 2026 & 2027

Dear Honorable Members:

I am requesting that the Town Board approve the continuation of the Employee Assistance Program (EAP) contract with UR Medicine of the University of Rochester Medical Faculty Group. We have signed several two-year agreements in the past, and this agreement is for a two-year term beginning on January 1, 2026 and terminating on December 31, 2027. Strong EAP has been our EAP consultant since 2008 and they have provided the Town and our employees with excellent service. I am also requesting that the Town Board authorize the Supervisor to execute any related documents.

The cost for 2026 and 2027 is a fixed rate of \$31.00 per employee, based on a total of 150 employees. The total contract amount for 2026 and 2027 is proposed at \$4,650 per year or \$9,300.00 for 24 months for 150 employees. Please note, the 150-employee count will be updated for 2027.

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

Sincerely,
Earl Johnson
Earl Johnson
Director of Finance

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of **December 2025** by and between, **Town of Brighton, 2300 Elmwood Ave, Rochester, NY 14618** as plan sponsor and on behalf of its EAP program, hereinafter known as "**Town of Brighton**" and the University of Rochester Medical Faculty Group, a division of the University of Rochester, on behalf of the Department of Psychiatry, providing services through its Employee Assistance Program, located at 179 Sully's Trail, Suite 200, Pittsford, NY 14534, hereinafter known as "**UR Medicine EAP**".

WITNESSETH:

WHEREAS, **Town of Brighton** desires to secure the professional services of UR Medicine EAP to provide Employee Assistance Program (EAP) services for employees of **Town of Brighton**; and

WHEREAS, UR Medicine EAP has the necessary equipment, personnel, and expertise to perform EAP services; and

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

The Department of Psychiatry has an established employee assistance program (EAP) as a separate and distinct program. This program is comprised of a specialized clinical and administrative team who will provide a confidential setting to address the needs of all employees and household members of the covered employees of **Town of Brighton**.

Section 1. **DESCRIPTION OF SERVICES**

UR Medicine EAP, upon the commencement date specified in Section 2 below, shall perform in a professional manner to the reasonable satisfaction of **Town of Brighton** all of the services required below or reasonably required in order to carry out the services set forth herein:

A. The services provided under this Agreement may be conducted at UR Medicine EAP facilities, or other locations as determined by UR Medicine EAP. Requests for services to take place more than 45 miles from 179 Sully's Trail, Ste. 200, Pittsford, NY 14534 will be completed via video conference. If UR Medicine EAP and **Town of Brighton** determine that services should take place on site at **Town of Brighton**, for travel involved more than 45 miles from 179 Sully's Trail, Ste. 200, Pittsford, NY 14534, current IRS standard mileage rates and travel fees will be billed to **Town of Brighton**.

B. UR Medicine EAP will assist and advise **Town of Brighton** in updating its written policy for referrals to the EAP, which will include procedures to be utilized by supervisory personnel to identify, contact, evaluate and refer employees to the EAP who experience significant workplace/job performance problems and are in jeopardy of termination.

C. UR Medicine EAP agrees to assume responsibility for providing promotional materials. Promotional materials may include posters, program brochures, and wallet cards. UR Medicine

EAP will provide 1 poster, 10 brochures and 10 wallet cards for every 100 individuals employed with **Town of Brighton** on an annual basis as requested. Additional materials will be available as requested and the cost of these materials will be billed to **Town of Brighton**. All promotional materials will be available for distribution in electronic form. **Town of Brighton** agrees that all documents and promotional materials of UR Medicine EAP are the exclusive property of UR Medicine EAP and **Town of Brighton** shall not reproduce or summarize the contents by any method whatsoever without first obtaining specific written approval from UR Medicine EAP.

D. UR Medicine EAP agrees to provide orientation sessions on EAP services for all covered employees. These employee orientation sessions will be twenty minutes in length and scheduled at times and locations that are approved in advance by **Town of Brighton**. UR Medicine EAP agrees to provide one (1) employee orientation session upon commencement of the initial Agreement and one (1) employee orientation session for employees each year thereafter. Additional employee orientation sessions will be scheduled as requested by **Town of Brighton** and billed at \$150 per orientation session. UR Medicine EAP will also make available a five-minute EAP orientation video which will be available for **Town of Brighton's** use.

E. UR Medicine EAP agrees to provide **Town of Brighton** employees and their household members with assessment and referral and short-term supportive interventions of up to **five (5) sessions**. Assessment, referral, and short-term interventions are intended to address personal and work-related concerns. These interventions will be without charge to the employee or household members. If additional services are recommended, the employee may be required to pay for services provided by the entity to which the employee is referred by UR Medicine EAP. UR Medicine EAP agrees to refer employees to entities that are qualified to handle the employee's problems, and wherever feasible, to refer an employee to an entity whose fees will be covered by the employee's health insurance. UR Medicine EAP will provide assessment and referral sessions for up to 18 months post-employment with **Town of Brighton**.

F. UR Medicine EAP offers a series of wellness workshops, which focus on topics relevant to employee wellness, supervisory and management support, and financial wellness. An accurate list of currently offered workshops can be found at <https://www.urmc.rochester.edu/eap/workshops.aspx>. **three (3)** one-hour workshops will be offered at the **Town of Brighton's** site or via video conference under this contract. Additional workshops will be billed at a rate of **\$250/hour**. **Additional workshop development and presentations will be billed at \$500.00 per workshop/presentation.**

G. UR Medicine EAP agrees to provide **three (3)** sixty minute Critical Incident Responses (CIR) under this contract. A CIR response is a structured intervention to promote natural resiliency and a recovery process in the aftermath of a disruptive event. **UR Medicine EAP will respond to all additional CIR requests at a rate of \$250.00 per hour.**

H. UR Medicine EAP agrees to provide emergency coverage (24 hours/7 days a week) by an EAP counselor to manage a crisis at the individual or organizational level. Emergency coverage can be requested by calling the UR Medicine EAP main office phone number 585-276-9110.

I. UR Medicine EAP shall provide US Department of Transportation (DOT) Substance Abuse Professional (SAP) Services in accordance with US DOT Drug and Alcohol regulations, as requested.

J. UR Medicine EAP agrees that its staff and the staff of any sub-contractor or any other entity referenced under this Agreement shall possess the necessary qualifications, licenses, and training to perform the services to be provided under this contract.

K. UR Medicine EAP agrees to maintain the privacy, security and confidentiality of all information, including all EAP records, charts, and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title II, Subtitle F, and regulations from time to time promulgated thereunder (“HIPAA”) and (ii) the protocols, rules, policies and other requirements of UR Medicine EAP and any accrediting agencies, licensors and authorities that are applicable to UR Medicine EAP. All records, charts and related information developed in connection with this Agreement shall remain the property of UR Medicine EAP. The parties agree to execute the Business Associate Agreement, attached hereto as Exhibit A and incorporated by reference to this Agreement.

L. UR Medicine EAP agrees to provide regular service reports on impact and client utilization. In no case will this information infringe on the confidentiality of the participant’s records.

M. This Agreement cannot be assigned or transferred without prior written approval and may only be modified or amended upon the written consent of both parties. Any attempt to assign this Agreement without the prior written consent of the other party shall be void.

N. UR Medicine EAP agrees that it will maintain adequate books, accounts and records relating to its performance under this contract for inspection by **Town of Brighton** during reasonable business hours. The confidentiality of the identity of those persons referred will at all times be maintained by UR Medicine EAP. Books, accounts and records will be made available in a form that best protects that confidentiality.

Section 2. **TERM AND TERMINATION**

This Agreement shall remain in effect for **a 2 year term and commence on January 1, 2026 and terminate on December 31, 2027.**

This Agreement may be terminated under any of the following circumstances:

a. Either party may terminate this Agreement without cause upon 90 days prior written notice to the other party;

b. Either party may terminate this Agreement for cause upon 60 days prior notice to the other party if the noticed party fails to fulfill any of its material obligations and responsibilities under this Agreement. The termination notice shall include the specifics of the other party’s alleged default and specify the termination date. Failure to cure such default within the 60-day notice period shall result in an automatic termination of this Agreement.

Termination shall not relieve either party of its obligations accruing prior to the termination date.

Section 3. **FEE**

The **Town of Brighton** agrees to pay UR Medicine EAP a sum of \$4,650.00 for the first year of the contract [**based on 150 employees x \$31.00**] which will be paid by **Town of Brighton** to UR Medicine EAP in twelve (12) **installment(s)** of \$387.50 each, with the first installment due on the first day of the contract and contract and **the 1st of the month** thereafter. Upon the second year of the contract, UR Medicine EAP will request an updated employee count from **Town of Brighton** annually and adjust yearly costs accordingly.

Additional services and materials shall be billed monthly in arrears and paid by **Town of Brighton** within 30 days of the invoice date.

Failure to pay for any service as outlined above will result in a 3% late payment charge on the remaining balance due, which shall be assessed every 30 days.

Payment should be made to **URMC Department of Psychiatry** and mailed to **URMFG Business Office, 601 Elmwood Avenue, Box 888, Rochester, NY 14642.**

Section 4. **INDEMNIFICATION AND OBLIGATION TO COMPLY WITH LEGAL REQUIREMENTS**

Both parties agree to indemnify and hold each other harmless from any claims, losses, damages, judgements, penalties, fees, or settlements, (including reasonable legal fees) arising from or relating to any acts and/or omissions constituting gross negligence or intentional wrong doing on their part, or on the part of their officers, agents, or employees in the performance of their respective obligations pursuant to this Agreement.

Section 5. **EQUAL OPPORTUNITY**

Both parties are committed to equal opportunity for all persons regardless of race, religion, color, age, sex, handicap, national origin, marital status, disabled veteran, or veteran status.

This constitutes the entire Agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the date first written above.

Town of Brighton

BY: _____

William Moehle

Town Supervisor

DEPARTMENT OF PSYCHIATRY
UNIVERSITY OF ROCHESTER

BY: _____

Ann Cornell, PsyD

Senior Director of Employer-Based Services
& Faculty Practice

BY: _____

Hochang Benjamin Lee, MD

Chair, Department of Psychiatry

UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP

BY: _____

Michael Rotondo, MD

CEO UR Medical Faculty Group

Taxpayer Id. No.: 16-0743209

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **Town of Brighton, 2300 Elmwood Ave, Rochester, NY 14618**, as plan sponsor and on behalf of its EAP program (“Covered Entity”) and University of Rochester Medical Faculty Group (“University” or “Business Associate”), and is effective as of the date when Business Associate first performs services for University as described in Section 1 hereof.

1. BACKGROUND AND PURPOSE. Covered Entity has retained Business Associate to provide certain services for Covered Entity as described in a Services Agreement with an effective date of **January 1, 2026** (the “Engagement”). The Engagement requires Business Associate to be provided with, to have access to, to create, to maintain, and/or to transmit Protected Health Information (“PHI”) that is subject to the Health Insurance Portability and Accountability Act, 42 U.S.C. §1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, 42 U.S.C. §17901 (“HITECH”), and the federal privacy and security regulations issued pursuant to HIPAA and HITECH and codified at Title 45 Parts 160 and 164 of the Code of Federal Regulations, as may be amended from time to time. HIPAA, HITECH, and the regulations issued thereunder from time to time are collectively referred to herein as the “Rules”. Covered Entity hereby acknowledges that it is a Covered Entity and Business Associate acknowledges that it is a Business Associate of Covered Entity.

This Agreement will govern Business Associate’s receipt, use, creation, maintenance, disclosure and transmission of PHI pursuant to the Engagement. If there is a written contract between the parties pertaining to the Engagement, then this Agreement will supplement such contract only as required to permit Covered Entity to comply with the Rules.

2. Definitions. Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement have the meanings ascribed to them in the Rules.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

3.1 Obligations of Business Associate. Business Associate agrees that it will:

- a. Use or further Disclose PHI only as permitted or required by this Agreement or as Required By Law;
- b. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity;
- c. Request, Use, and Disclose the minimum amount of PHI necessary to accomplish the intended purpose of the Use, Disclosure or request;

- d. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement;
- e. Promptly report to Covered Entity any Use or Disclosure of PHI that is not permitted by this Agreement of which it becomes aware, including but not limited to breaches of unsecured PHI, and any Security Incident of which Business Associate becomes aware. For purposes of this reporting requirement, the term "Security Incident" will not include inconsequential incidents that occur on a daily basis, such as scans, pings, or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate;
- f. Ensure that all subcontractors and agents of Business Associate that create, receive, maintain, or transmit PHI on behalf of Covered Entity or Business Associate agree, in writing, to essentially the same restrictions, conditions and requirements on the Use and/or Disclosure of PHI that apply to Business Associate with respect to such information, and to implement reasonable and appropriate safeguards to protect such PHI, including but not limited to monitoring subcontractor compliance;
- g. On behalf of Covered Entity, make available PHI in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- h. On behalf of Covered Entity, receive and address requests for amendment(s) to PHI in a designated record pursuant to 45 CFR 164.526, and take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- i. On behalf of Covered Entity, maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- j. Make its internal practices, policies, procedures, books and records relating to the Use and Disclosure of PHI available to the Secretary of Health and Human Services ("Secretary"), in the reasonable time and manner specified by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Rules;
- k. Use appropriate safeguards, and comply with the Security Standards for the Protection of Electronic PHI (ePHI) set forth in Subpart C of 45 CFR Part 164, to prevent Use or Disclosure of PHI other than as provided for by this Agreement.
- l. To the extent that the scope of the engagement includes carrying out Covered Entity's obligations to establish and implement Security Standards for the Protection of Electronic PHI (ePHI) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such work;
- m. Comply with the following Breach notification and follow-up provisions:

- i. Business Associate will promptly notify Covered Entity of any Breach of Unsecured PHI after Business Associate's discovery of such event.
- ii. Business Associate will provide a follow-up report to Covered Entity in writing within fifteen (15) days of its discovery of the event, including the following information: (a) the date of the Breach; (b) the date of discovery of the Breach; (c) a description of the types of PHI involved; (d) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed; and (e) any other details necessary to complete an assessment of the risk of harm to the affected individual(s).
- iii. If Business Associate is unable to provide a complete written follow-up report within fifteen (15) days of discovery of the Breach despite its reasonable efforts and due to circumstances beyond its control, it will notify Covered Entity, and provide as much of the information as it can within the fifteen (15) day timeframe. In such event, the complete follow-up report must be provided to Covered Entity in writing within thirty (30) days of discovery of the Breach.
- iv. Business Associate will cooperate in Covered Entity's risk assessment to determine whether notification of Breach is required; and otherwise take all steps requested by Covered Entity to comply and to assist Covered Entity in complying with statutory and regulatory Breach notification requirements.
- v. Covered Entity will be responsible for notifying affected individuals, the Secretary of HHS, and the media of any Breach, as required by HITECH, and Business Associate will not take any such actions except at the express written request of Covered Entity.
- vi. Business Associate will investigate the Breach, mitigate losses, and protect against future Breaches of a similar nature, and will provide a written report to Covered Entity describing its investigation, conclusions, and processes implemented to avoid future Breaches within a reasonable timeframe.

3.2 Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise specified in this Agreement, Business Associate may:

- a. Use and Disclose the PHI as reasonably necessary to perform its obligations under the Engagement, provided that such Use or Disclosure would not violate the Rules if done by Covered Entity;
- b. Use the PHI in its possession for Business Associate's proper management and administration and to carry out its legal responsibilities;
- c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out its legal responsibilities, provided that: (i) the Disclosures are Required By Law; or (ii) Business Associate obtains reasonable assurances from the third party, in writing, that the PHI

will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached; and

- d. If the Engagement includes Business Associate's provision of data aggregation services to Covered Entity, Business Associate may use and aggregate the PHI for purposes of providing such services to Covered Entity. Use of the PHI for any other data aggregation without the written permission of Covered Entity is prohibited.

3.3 Obligations of Business Associate Under HITECH. Business Associate acknowledges that HITECH, and its implementing regulations as currently in effect and as promulgated or amended from time to time, impose certain obligations on Business Associate related to security and privacy of Protected Health Information. Business Associate hereby agrees to comply with such laws, regulations, and standards. Such requirements include, but are not limited to, the implementation of Administrative, Physical and Technical Safeguards with respect to Electronic PHI in the same manner that such provisions relate to Covered Entities, and additional limitations on the Use and Disclosure of PHI by Business Associates.

3.4 Obligations of Covered Entity. Covered Entity agrees to timely notify Business Associate of any arrangements between Covered Entity and the Individual that is the subject of PHI that may reasonably affect or restrict the Use and/or Disclosure of that PHI by Business Associate under this Agreement.

3.5 Effect of Changes to the Rule. The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for Covered Entity to comply with the Rules.

4. TERM AND TERMINATION.

4.1 Term; Termination without Cause. This Agreement will continue to be in effect until the Engagement terminates or expires and all PHI obtained from Covered Entity, or created or obtained by Business Associate on behalf of Covered Entity, is destroyed (which, for electronic PHI, will mean deleting all electronic PHI in accordance with HITECH's standards), or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with Section 4.3 of this Agreement.

4.2 Termination for Cause. In the event of a material breach of this Agreement by Business Associate, Covered Entity may at any time thereafter, and in its sole discretion, either:

- a. Notify Business Associate of the breach in writing, providing an opportunity for Business Associate to cure the breach, and terminate this Agreement and the Engagement if Business Associate does not cure the breach within the time specified by Covered Entity in such notice; or
- b. Immediately terminate this Agreement and the Engagement on written notice to Business Associate.

4.3 Return or Destruction of PHI. Within thirty (30) days of the termination of the Engagement or this Agreement, Business Associate will destroy all PHI obtained from Covered Entity or created or obtained by Business Associate on behalf of Covered Entity with respect to the Engagement (which, for electronic PHI will mean deleting all electronic PHI in accordance with HITECH standards), including such PHI in the possession of Business Associate's subcontractors and agents, and if feasible, retain no copies. If Business Associate considers return or destruction of the PHI infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible, and if Covered Entity agrees that such return or destruction is infeasible, Business Associate may retain the PHI provided that it will extend all protections contained in this Agreement to its Use and/or Disclosure of any retained PHI, and limit any further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. MISCELLANEOUS.

5.1 Interpretation. Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with the Rules. The terms of this Agreement will prevail in the case of any conflict in such terms with the terms of the Engagement, to the extent necessary to allow Covered Entity to comply with the Rules.

5.2 Other Confidentiality Laws. The parties acknowledge that this Agreement is intended to supplement any and all other federal and state laws and regulations that impose obligations to maintain the confidentiality of PHI. Nothing in this Agreement will be construed to require or permit Business Associate to Use or Disclose PHI without a written authorization from an Individual or an Individual's authorized representative, where such authorization would be required under the applicable state laws or regulations for such Use or Disclosure.

5.3 Survival. Notwithstanding any other provision of this Agreement or the Engagement to the contrary, the terms of this Agreement will survive its termination and continue indefinitely solely with respect to PHI Business Associate retains in accordance with this Agreement.

5.4 No Third Party Beneficiaries. Nothing in this Agreement will confer any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than the parties hereto and their respective successors or assigns.

5.5 No Waiver. The waiver of any breach or default hereunder by either party will not operate or be construed as a waiver of any repetition of such breach or default or of any other breach or default.

5.6 Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of New York (excluding the choice of law rules thereof). The venue for any action to interpret or enforce this Agreement will be Monroe County, New York.

5.7 Notice. All notices and other communications given or made pursuant hereto will be in writing and will be given (and will be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return

receipt requested), or by a nationally recognized courier service to the parties at the following addresses or, if sent by facsimile, to the parties at the facsimile numbers specified below, or to such other address and numbers as a party has furnished to the other by notice given in accordance with this Section 5.7.

5.8 This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof. All such prior agreements and understandings are hereby terminated and deemed of no further force or effect.

To: Business Associate:

UR Medicine EAP
179 Sully's Trail, Suite 200
Pittsford, NY 14534
Attention: Director, EAP

With a copy to:

Chief Privacy Officer
University of Rochester
601 Elmwood Avenue, Box 700
Rochester, New York 14642
Fax number: (585) 784-6163

To:

**Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618**

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative

Town of Brighton

By:

William Moehle
Town Supervisor

Date:

**UNIVERSITY OF ROCHESTER
MEDICAL FACULTY GROUP**

By:

Michael Rotondo, M.D.
CEO UR Medical Faculty Group

Date:



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

December 14, 2025

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

Re: Proposed General Fund Transfer to Town Hall Renovation Capital Project

Dear Honorable Town Board Members:

Given the project budget for the Town Hall Renovation Capital Project and the unknown effect of remaining necessary change orders and that it is expected that the 2025 General Fund Fiscal Year will yield a surplus. We propose a transfer of funds from the General Fund to the Town Hall Renovation Capital Project under the Capital Project Fund. When the project is closed any of these transferred funds that are not needed will be returned to the General Fund.

It is recommended that the Town Board approve the total amount of \$200,000.00 be transferred from the General Fund to the Capital Project Fund restricted to the Town Hall Renovation Market Capital Project and any applicable Budget Amendments made.

Account: A.201.20	General Fund Cash	(\$200,000.00) Cr
Account: AUNDST.9.10	Transfer to Capital Project Fund	\$200,000.00 Dr
Account: H.201.20	Capital Project Cash (THR)	\$200,000.00 Dr
Account: H.THALL.HVAC.5010	Trans from General Fund	(\$200,000.00) Cr

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

Sincerely,

Earl Johnson

Earl Johnson
Director of Finance



Town of
Brighton

Public Works Department

Glen Layton
Commissioner of Public Works

December 15, 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 \$643,462.77.

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#52 is \$23,386.00, which reflects additional work associated with performing field modifications restoring the concrete flooring throughout the ground floor storage and mechanical room areas to receive VCT and/or epoxy coating providing a durable finish to these rooms due to the deteriorating condition of the concrete flooring in these areas.
2. PCO#53 is \$15,384.00, which reflects additional work associated with installing VCT and or epoxy coating throughout the ground floor storage and mechanical rooms providing a long-lasting finish due to the deteriorating condition of the concrete flooring in these areas.
3. PCO#56 is \$7,941.00, which reflects additional work associated with performing modifications to doors 000B (storage room), 002A (facilities laundry), 003A (historian closet), 006A (storage vestibule), 007 (IT Suite), 101E (Auditorium), 113A and 113B. These modifications support correct door swings, wiring of electronic strikes for secure rooms, and matching door types with the building standard throughout.
4. PCO#57 is \$17,923.00, which reflects additional work associated with performing modifications to install steel duct support to reinforce the rooftop ductwork to address wind loads calculated by the mechanical contractor.

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 \$64,598.00.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled December 17, 2025, meeting in the event that you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Glen Layton".

Glen Layton
Commissioner of Public Works

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

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

Prime Contract Potential Change Order #052: Floor Prep for Conc-2 Surfaces

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	052 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Cody Gilliam (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	11/26/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$23,386.00

POTENTIAL CHANGE ORDER TITLE: Floor Prep for Conc-2 Surfaces

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 Floor Prep for Conc-2 areas to receive rollable epoxy (20 mil) or VCT flooring.

Unit Pricing. No markup included.

Total: Area that needs prep. 2548 sqft. Areas included are as follows.
 Mech 011
 Electrical 010
 Storage 009
 Storage 008
 Storage 006
 Storage Vestibule 006A
 Server Room (Not labeled with room number)
 Storage 005
 Storage 004
 Mech 004A
 Jan 001D
 Facilities Office 002
 Elevator Control Room EC
 Storage 002A
 Facilities Restroom 002B
 Mech 002D
 Mech 000B
 Mech 000A

Deduct for the Conc-2 Included in this PCO @ (-7190)

ATTACHMENTS:

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

Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

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

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

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

Prime Contract Potential Change Order #053: Flooring in place of Conc-2

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	053 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Cody Gilliam (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	11/26/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: Flooring in place of Conc-2

CHANGE REASON: Client Request

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

Options for the Design Team and the Town of Brighton to Review

Flooring in place of CONC-2 Finish. (Note: Except for the Facilities Storage 020, that floor was a new pour and has been finished and sealed)

VCT Option:
 2548 sqft of area
 Mech 011
 Electrical 010
 Storage 009
 Storage 008
 Storage 006
 Storage Vestibule 006A
 Server Room (Not labeled with room number)
 Storage 005
 Storage 004
 Mech 004A
 Jan 001D
 Facilities Office 002
 Elevator Control Room EC
 Storage 002A
 Facilities Restroom 002B
 Mech 002D
 Mech 000B
 Mech 000A

Furnish and install the VCT flooring in areas: \$4.25 sqft. **\$10,829.00** + Strip and 2 coats of polishing \$1.00 sqft. **\$2,548.00**: **Trade Partner Grand Total: \$13,377.00**

GC Mark up= \$15,384.00 for VCT Option

20 Mil "roll on 2 part epoxy paint floor coating." Important Note: This is not pour applied epoxy, this is roll on like the mock up that was reviewed in the field.

20 Mil Roll on Epoxy
 2548 sqft of area
 Mech 011

Electrical 010
Storage 009
Storage 008
Storage 006
Storage Vestibule 006A
Server Room (Not labeled with room number)
Storage 005
Storage 004
Mech 004A
Jan 001D
Facilities Office 002
Elevator Control Room EC
Storage 002A
Facilities Restroom 002B
Mech 002D
Mech 000B
Mech 000A
Furnish and install product: \$5.08 a sqft **Trade Partner Grand Total: \$ 12,944.00**
GC Mark up= \$14,886 for 20 Mil Roll on Epoxy Option

Once a final decision is made, the PCO will be revised.

ATTACHMENTS:

[Armstrong VCT SPEC.pdf](#)

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Prime Contract Potential Change Order #056: RFI #55: Door Existing Condition Inquiries

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	056 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Raphael Cardamone (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	12/4/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$7,941.00

POTENTIAL CHANGE ORDER TITLE: RFI #55: Door Existing Condition Inquiries

CHANGE REASON: Client Request

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

RFI #55: Door Existing Condition Inquiries

Door 000B – Storage Room

- *Cost not requested by In/Ex, however opening was changed to accommodate MEP equipment. This resulted in providing a double door instead of a single.*
 - COST: Add New Double HM Frame Type “2”. Add Inactive Door Leaf HM Door Type “F”. Change To Hardware Set Type 11: \$1,175.00

Door 002A – Facilities Laundry

- Provide cost for a new HM frame and revise the door swing to open outward into the Assembly space per drawings.
 - COST: Add Welded and Dimpled HM Frame Type “1”. Add HM Door Type “F”. \$915.00

Door 003A – Historian Closet

- Provide cost for a new door and frame. HM frame, flush wood or HM door (whichever cheaper).
 - COST: Add HM Frame Type “1”. Add HM Door Type “F”. \$700.00

Door 006A – Storage Vestibule

- Provide cost to core the jamb. Confirm wire mold located at inner vestibule side.
 - COST: Modify existing door frame to accommodate the new recessed electronic strikes by cutting the frames per the provided template, welding new attachment tabs, and drilling a concealed pathway for wiring to be brought through the wall: \$952.50

Door 007 – IT Suite

- Provide cost to core the jamb. Confirm wire mold located at IT Suite side.

- COST: Modify existing door frame to accommodate the new recessed electronic strikes by cutting the frames per the provided template, welding new attachment tabs, and drilling a concealed pathway for wiring to be brought through the wall: \$952.50

Door 101E – Auditorium

- Provide cost for a new HM frame (electrified strike) in this location. Revise the door handing per drawings.
 - COST: Add HM Frame Type “1”. Add HM Door Type “F” (*Opening is 03'-08' and Fire Rated*). \$1,225.00

Door 113A

- Cost to provide a new HM frame.
 - COST: Add HM Frame Type “1”. \$285.00

Door 113B

- Cost to provide a new door and HM frame. Flush wood or HM door (whichever cheaper).
 - COST: Add HM Frame Type “1”. Add HM Door Type “F”. \$700.00

Additional Scope Note

- Doors 102 (Town Clerk Suite) and 107A (Supervisor Receptionist) are on fob access. Closers for these doors were removed by the Owner earlier this spring. Please confirm whether this remains the intent. *Town to report back*.
 - COST: No cost provided on this scope. If required MCP will submit PCO.

TOTAL COST + GC MARKUP = \$7,941
ATTACHMENTS:

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Prime Contract Potential Change Order #057: Structural Steel Duct Supports

TO:	Town of Brighton 2300 Elmwood Avenue Rochester, New York 14618	FROM:	Milestone Construction Partners 100 Tech Park Drive Suite C Rochester, New York 14623
PCO NUMBER/REVISION:	057 / 0	CONTRACT:	1 - Brighton Town Hall (BTH) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Cody Gilliam (Milestone Construction Partners)
STATUS:	Pending - In Review	CREATED DATE:	12/8/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	10 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$17,923.00

POTENTIAL CHANGE ORDER TITLE: Structural Steel Duct Supports

CHANGE REASON: Client Request

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

Structural Steel Duct Supports

SCOPE OF WORK PER LOCATION:

1. Fabricate & Install:

a. (1) – L4X4X1/4, 5'-10" Long, Prime Painted Gray (S102 Markup Received on 12/1/25)

OR (Contractor's Option)

b. (1) – L4X4X1/4, 5'-10" Long, Prime Painted Gray (S102 Markup Received on 12/1/25)

i. w/ (1) 1/4" Thick Plate welded to Horizontal Leg

Note: Locations will dictate a. or b. detail used

2. Field Labor:

a. Field Measure for Threaded Rod Layout

b. Weld (1) – L4X4X1/4 w/ Holes between Roof Trusses where Threaded Rods are located

3. Shop Labor:

a. Punch Holes in L4X4X1/4 after Field Dimensions have been Received

OR (Contractor's Option)

b. Punch Holes in 1/4" Thick Plate after Field Dimensions have been Received

Note: Locations will dictate a. or b. detail used

Ramar Steel Reserves the Right to Adjust the Total Amount if the Number of Locations where the Above-Mentioned Scope of Work Applies Exceeds the Quantity on attached document

Contractor Cost: \$15,585.00 + GC Markup

Ductwork needs to be removed to access the work, cost of that work is to be paid by owner coordinated with MCP and Tylin to show locations

Soffit drywall to be removed at no charge.

Soffit Framing to remain; if removal is needed, it will be a cost to the town, tracked T&M.

ATTACHMENTS:

[Brighton Town Hall Curb Reinforcing Steel_Wind Calc Result_12-8-25.pdf](#)

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