



Town of Brunswick

Rensselaer County, New York



Regular Town Board Meeting

Agenda

September 11th, 2025

www.townofbrunswick.org



Elected Officials

Supervisor: Philip H. Herrington

Council Members:

James Sullivan Gordon Christian

Mark Balistreri Mark Cipperly

Town Clerk: Rebecca Del Gaizo

Receiver of Taxes: Jayne Tarbox

Town Justices:

Terrance Buchanan

Gary Gordon

Call to Order *Hon. Philip H. Herrington Presiding*

Salute to the Flag

Public Hearing: Special Franchise Agreement, Spectrum Northeast, LLC

Business Meeting

Minutes of previous minutes

Regular Town Board: August 14, 2025

Reports by Elected Officials and Department Heads:

Town Clerk (*Rebecca Del Gaizo*)

Highway Department (*Mike Bayly*)

Water Department (*Bill Bradley*)

Superintendent of Utilities & Inspection (*Kevin Mainello*)

Town Historian (*Tracy Broderick*)

Recycling Coordinator (*Tom Engster*)

Brunswick Community Library (*Sara Hopkins*)

Resolutions 62-69

Correspondence

Old Business

New Business

Warrants

Comments from Visitors

(Please proceed to podium and clearly state name and street name.)

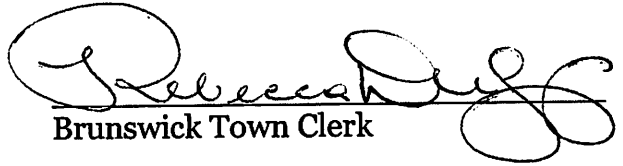
Adjournment

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to a Resolution of the Town Board of the Town of Brunswick, a public hearing shall be held before the Town Board on September 11, 2025 at the Brunswick Town Hall, located at 336 Town Office Road in the Town of Brunswick. The purpose of the public hearing is to receive public comment and input relating to a proposed franchise agreement between the Town and Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc., relating to a proposed franchise agreement for a cable television service. The agreement would provide that Spectrum Northeast, LLC would have a non-exclusive franchise to maintain its equipment within the town to operate its cable system. The term of the agreement is ten (10) years; and the remuneration to the town is computed by the same formula as set forth in the previous agreement entered into between the franchisee and the town.

A copy of the proposed agreement is available for review at the Office of the Town Clerk, and also on the Town website.

August 22, 2025


Brunswick Town Clerk

TOWN OF BRUNSWICK
REGULAR TOWN BOARD MEETING
August 14, 2025 7:00 P.M.
TOWN HALL

Board Members Present: Supervisor Herrington, Councilman Cipperly, Councilman Christian, Councilman Balistreri, and Councilman Sullivan.

Also Present: Town Attorney, Dave Gruenburg and Town Clerk, Rebecca Del Gaizo.

Supervisor Herrington called the meeting to order at 7:03 p.m.

BUSINESS MEETING:

MINUTES OF THE PREVIOUS MEETING:

Councilman Sullivan made a motion to amend the minutes of the regular Town Board meeting on July 10, 2025, seconded by Councilman Balistreri. Councilman Sullivan made a motion to accept the amended minutes, seconded by Councilman Balistreri. Unanimously approved. The amendments have been attached to the July 10, 2025 meeting.

REPORTS:

Community Library: Sara Hopkins, Library Director

Ms. Hopkins presented the report for the month of July. Last month, there were 4,390 physical checkouts, 3,027 walk in visitors, 3,359 digital checkouts, 188 Wi-Fi users (20/day average), staff assisted patrons with 104 instances of technical support and 465 reference questions were addressed. 1631 people participated in various programs, and 9 passports were processed. The Summer Reading Programs continues through the end of August. There will be a school supply drive for Tamarac School through September 2, 2025. The library was approved for an AED grant by the Troy Savings Bank Charitable Foundation. Staff will be trained in October. Motion to accept the report was made by Councilman Balistreri and seconded by Councilman Christian. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Town Clerk: Rebecca Del Gaizo

Ms. Del Gaizo gave the report for the month of July. \$8,207.77 will be remitted to the Supervisor's office. Rounding numbers, recycling fees accounted for \$4,676.00, Community Center rental fees for \$1,665.00, Dog License fees for \$334.00 and \$1,532.77 in miscellaneous fees. The Community Center had 9 new reservations. Our share of \$2,305.58 in NYSDC sales was \$92.42. Ms. Del Gaizo noted the Town Beach closes on August 26, 2025. The Household Hazardous Waste Day is scheduled for September 20, 2025, registration is required. Recruitment is underway for General Election inspectors. Motion to accept the report was made by Councilman Sullivan and seconded by Councilman Balistreri. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Highway Superintendent: Michael Bayly

Mr. Bayly gave the report for the month of July. Work included: brush pick up; paving; backing up blacktop; ditching; sweeping; gravel dirt roads; patching; recycle pulls; shop work; roadside mowing; ballfield mowing; long arm mowing; working on military banners; picking up bags; working on the culvert on Oxford Road; and catch basin repairs. Mr. Bayly praised the Water Department for their help with various projects. Motion to accept the report was made by

Councilman Christian and seconded by Councilman Cipperly. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Water & Sewer: Bill Bradley

Mr. Bradley presented the report for July. North Lake Avenue is about to reopen with new guardrails being installed. The sewer lift station at Walmart has been delayed beyond the promised four month delivery date. The Water Department has been working with the Building Department to address groundwater management issues at the Marie's Muse project. Water bills are set for mailing next week. Hydrant repairs and meter replacements are underway. Pump stations have been running at record capacity due to drought conditions; near maximum pumping limits. Trout Unlimited awarded a \$180,000 grant to replace a culvert on Sweetmilk Creek Road to improve trout habitat. Motion to approve the report was made by Supervisor Herrington and seconded by Councilman Christian.

Code Enforcement: Kevin Mainello

Mr. Mainello gave the report for the month of July. The report showed \$23,426.25 was collected for Building Permits and Zoning and Planning Board Fees. 29 building permits were issued or renewed, 63 building/property inspections were performed and active permits totaled 391. The department had 0 code call outs, 3 code complaints, 1 code complaint inspections, 0 follow up complaint inspections and 2 fire inspections. 0 additional vacant/abandoned properties were identified. There are 7 Planning Board projects open or approved and 4 with the Zoning Board. 9 FOIL requests were received as well as zoning inquiries. The Marie's Muse project is moving along with footings being poured soon. Mr. Mainello remarked that some newer homes being built in town are having framing issues with large open ceilings requiring special trusses and load bearing beams. He is making sure to inspect these homes before they get covered up. Motion to accept the report was made by Councilman Christian and seconded by Councilman Sullivan. Unanimously approved. A copy of the written report is on file in the Town Clerk's Office.

Town Historian: Tracy Broderick

Ms. Broderick presented on local families such as the Links and McGraths. She is preparing a project for the 250th anniversary of the U.S. highlighting local veterans. She shared research on Revolutionary War figures from Brunswick, including Major Banker, Adam Beam, and Abner Roberts. Motion to accept the report was made by Councilman Christian and seconded by Supervisor Herrington. Unanimously approved. No report has been filed with the Town Clerk's Office.

Recycling Coordinator: Thomas Engster

Mr. Engster was unable to attend the meeting. A copy of the written report is on file in the Town Clerk's Office.

RESOLUTIONS

RESOLUTION AND ORDER NO. 57, 2025

TOWN OF BRUNSWICK

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REGULAR MEETING
August 14, 2025

**RESOLUTION AND ORDER ESTABLISHING AN AMBULANCE TAX DISTRICT IN
THE TOWN OF BRUNSWICK**

WHEREAS, the Town Board of the Town of Brunswick received a Map, Plan and Report, dated June, 2025 proposing the establishment of an ambulance tax district which will encompass the entirety of the Town of Brunswick; and

WHEREAS, said Map, Plan and Report, including estimates of cost, were prepared and submitted by the Town of Brunswick Public Safety Committee, and was duly filed in the office of the town clerk of the Town of Brunswick; and

WHEREAS, the boundaries of the proposed ambulance district are identified in Appendix A, attached to this Resolution, and constitute the entire Town of Brunswick; and

WHEREAS, the Town Board has reviewed said Map, Plan and Report, and determined it to be in due form and complete, according to law; and

WHEREAS, the Town Board duly adopted Resolution and Order No. 53 on June 12, 2025, duly scheduling a public hearing upon the proposal set forth in said Map, Plan and Report, said hearing to be held on July 9, 2025; and

WHEREAS, the Notice of Public Hearing upon said petition was duly posted and published according to law; and

WHEREAS, the Town Board held the public hearing on said Map, Plan and Report for the establishment of a town-wide ambulance district on July 9, 2025, and heard all persons interested in the subject matter thereof; and

WHEREAS, the Town Board closed said public hearing on said Plan on July 9, 2025; and

WHEREAS, the Town Board has fully considered said Map, Plan and Report for the establishment of a town-wide ambulance district, and has further considered all comments received during the public hearing thereon, and has duly deliberated thereon,

NOW THEREFORE, BE IT
RESOLVED and ORDERED, by the Town Board of the Town of Brunswick at a regular meeting duly convened as follows:

1. The Town Board makes the following findings:
 - a) the proposal for establishment of a town-wide ambulance district in the Town of Brunswick is in accordance with applicable law, and is otherwise sufficient;
 - b) that all property and property owners within the Town of Brunswick are benefited thereby; and

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c) that it is in the public interest to establish the proposed ambulance district in the Town of Brunswick

2. The Town Board hereby establishes the Brunswick ambulance district, to extend to all of the Town of Brunswick as shown on the map annexed hereto as Schedule A;

3. Costs to the typical residence is estimated to be \$146 per year;

4. The Town Clerk of the Town of Brunswick be and hereby is authorized and directed to file a certified copy of this Resolution and Order in the office of the State Department of Audit and Control, Albany, New York, within ten (10) after the adoption of this Resolution and Order.

The foregoing Resolution and Order, offered by Councilman Balistreri and seconded by Councilman Cipperly was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING AYE
COUNCILMAN CHRISTIAN	VOTING AYE
COUNCILMAN CIPPERLY	VOTING AYE
COUNCILMAN BALISTRERI	VOTING AYE
SUPERVISOR HERRINGTON	VOTING AYE

The foregoing Resolution was thereupon declared duly adopted.
Dated: August 14, 2025

RESOLUTION NO. 58, 2025

TOWN OF BRUNSWICK REGULAR MEETING August 14, 2025

RESOLUTION DECLARING ITEMS TO BE SURPLUS PROPERTY

WHEREAS, the Superintendent of Highways having advised the Town Board that the following items, due to their age, condition, or design, are no longer appropriate for use by the Highway Department:

- 1985 International S-1900 Crew cab, 2WD
9ft dump body
VIN # 1HTLDUXN7FHA43499
Miles: 20,543
- 1995 Johnson sweeper V3000 sp
VIN # 1J9VM3H43TC112064
Miles: 98,819
- 1995 International 4800 SS Sander
VIN # 1HTSEAAR55H661074
Miles: 75,755
- 1999 International SA2574 Dump

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VIN # 1HTGEAHR6YH276952

Miles: N/A

- 2004 International 7600 Dump

VIN # 1HTW2AHR445023373

Miles: 49,075

- 2007 International 7500 Dump

VIN # 1HTWLAZR675469464

Miles: 75,220

- 2012 Ford F-350 Reg cab, 4WD

VIN # 1FTRF3B62CEB85295

Miles: 95,466

NOW THEREFORE,

BE IT RESOLVED, that the above-mentioned items be and hereby are declared to be surplus property; and be it further

RESOLVED, that the Supervisor be and he hereby is authorized and empowered to sell said items at public or private sale, on terms acceptable to the Town Attorney, in accordance with applicable law.

Councilman Balistreri made a motion to amend the resolution to include a 2016 Dodge 5500 truck, seconded by Councilman Cipperly.

- 2016 Ram 5500 Dump
VIN# V3C7WRNAL1GG307711
Miles: 33,539

The foregoing amended Resolution, offered by Supervisor Herrington and seconded by Councilman Sullivan, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING AYE
COUNCILMAN CHRISTIAN	VOTING AYE
COUNCILMAN CIPPERLY	VOTING AYE
COUNCILMAN BALISTRERI	VOTING AYE
SUPERVISOR HERRINGTON	VOTING AYE

The foregoing Resolution was thereupon declared duly adopted.

Dated: August 14, 2025

Amended to include:
2016 Dodge 5500

RESOLUTION NO. 59, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING**

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August 14, 2025

RESOLUTION SCHEDULING A PUBLIC HEARING ON A PROPOSED FRANCHISE AGREEMENT BETWEEN THE TOWN AND SPECTRUM NORTHEAST, LLC, A SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ON A PROPOSED FRANCHISE AGREEMENT FOR CABLE TELEVISION SERVICE

WHEREAS, the Town of Brunswick previously entered into a certain Franchise Agreement to provide cable television services with Time Warner Cable Northeast, LLC d/b/a Time Warner Cable, by Resolution dated October 9, 2014; and

WHEREAS, since the execution of that Franchise Agreement, Time Warner merged with Charter Communication, Inc., and cable service has been provided by Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc., which is continuing to provide cable service to Brunswick residents at this time; and

WHEREAS, Spectrum Northeast, LLC has proposed a new Franchise Agreement, setting forth proposed terms and conditions for future cable service within the Town; and

WHEREAS, a public hearing is required before Town Board action on the proposal;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Brunswick shall hold a public hearing on September 11, 2025 at 7:00 p.m., at the Brunswick Town Office, 336 Town Office Road in the Town, to receive public comment and input relating to said proposed agreement; and it is further

RESOLVED, that the Town Clerk shall post and publish the required notice of this public hearing, and maintain a copy of the proposed agreement in her office for review by the public.

The foregoing Resolution, offered by Councilman Sullivan and seconded by Councilman Christian, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING AYE
COUNCILMAN CHRISTIAN	VOTING AYE
COUNCILMAN CIPPERLY	VOTING AYE
COUNCILMAN BALISTRERI	VOTING AYE
SUPERVISOR HERRINGTON	VOTING AYE

The foregoing Resolution was thereupon declared duly adopted.

Dated: August 14, 2025

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RESOLUTION NO. 60, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
August 14, 2025**

**RESOLUTION HONORING PAUL RICHARDSON FOR 50 YEARS OF
SERVICE TO THE MOUNTAIN VIEW FIRE DEPARTMENT**

WHEREAS, it is fitting for the Town Board of the Town of Brunswick to honor residents who have contributed to the safety and well-being of the Town, particularly in a voluntary capacity; and

WHEREAS, Paul Richardson joined the Mountain View Fire Department as a volunteer in 1975, and has now served fifty years as a volunteer for that worthy organization; and

WHEREAS, during his service with that Department, he came up through the ranks, serving as Lieutenant, Captain and Assistant Chief; and

WHEREAS, thereafter, Paul Richardson became the Chief of the Department and served in that capacity for a number of years; and

WHEREAS, during his tenure with the organization he has served on many committees, has been a Member of the Board of Directors for many years and currently serves as Chairman of the Board of Directors; and

WHEREAS, in addition to his service to Mountain View he also served on the Rensselaer County Fire Advisory Board; and

WHEREAS, throughout his dedicated services as a volunteer in the above positions, he has served and protected the safety of all of the residents of the Town Of Brunswick;

NOW, THEREFORE

BE IT RESOLVED that the Brunswick Town Board recognizes and commends Paul Richardson for his many years of dedicated service to the people of our town; and it is further

RESOLVED, that the Supervisor is hereby authorized to forward a copy of this Resolution to Paul Richardson.

The foregoing Resolution, offered by Councilman Christian and seconded by Supervisor Herrington, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING AYE
COUNCILMAN CHRISTIAN	VOTING AYE
COUNCILMAN CIPPERLY	VOTING AYE

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The foregoing Resolution was thereupon declared duly adopted.
Dated: August 14, 2025

RESOLUTION NO. 61, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
August 14, 2025**

**RESOLUTION URGING THE STATE OF NEW YORK TO TAKE ALL
REQUIRED STEPS NECESSARY TO PRESERVE THE MARTIN DUNHAM
RESERVOIR AND DAM IN GRAFTON LAKES STATE PARK**

WHEREAS, the Martin Dunham reservoir, located in the Town of Grafton, was constructed in 1911 as part of the water supply for the City of Troy; and

WHEREAS, over the past century the dam and reservoir have evolved into a feature of Grafton Lakes State Park, owned and operated by New York State, and are a valued environmental and recreational asset for residents of the Town of Brunswick; and

WHEREAS, the State of New York, after an inspection, has designated the dam creating the reservoir as a "HIGH HAZARD DAM", and the State is apparently weighing the "decommissioning" of the dam, and the draining of the reservoir; and

WHEREAS, at a public hearing held by the New York State Office of Parks, Recreation and Historic Preservation at Tamarac High School in June, more than 200 citizens, including residents of the Town of Brunswick, attended the meeting and expressed strong support for the continuance of the dam, and its importance as a recreational resource to residents of the area; and

WHEREAS, the Town Board of the Town of Brunswick believes that the Martin Dunham Reservoir, and the dam which created it, are a valuable environmental and recreational resource for the residents of the Town of Brunswick; and

WHEREAS, the condition of the dam, by the State's own admission, creates a risk of danger to Brunswick citizens and others downhill from the dam;

NOW THEREFORE, BE IT

RESOLVED that Town Board of the Town of Brunswick hereby urges Governor Kathy Hochul and Randy Simmons, Commissioner of the New York State Office of Parks, Recreation and Historic Preservation, to take all necessary steps to preserve the Martin Dunham reservoir, and to reject any proposal resulting in the dam's

Town of Brunswick

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decommissioning; and it is further

RESOLVED that the Brunswick Town Clerk is directed to provide a copy of this resolution to Governor Kathy Hochul and to Randy Simmons, Commissioner Pro Tem of the New York State Office of Parks, Recreation & Historic Preservation.

The foregoing Resolution and Order, offered by Councilman Cipperly and seconded by Councilman Balistreri was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING AYE
COUNCILMAN CHRISTIAN	VOTING AYE
COUNCILMAN CIPPERLY	VOTING AYE
COUNCILMAN BALISTRERI	VOTING AYE
SUPERVISOR HERRINGTON	VOTING AYE

The foregoing Resolution was thereupon declared duly adopted.

Dated: August 14, 2025

CORRESPONDENCE:

This agenda item was not discussed.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

WARRANTS:

Warrants No. 250780 through 250906, No. 71825001 through 71825009, No. 80125001 through 80125006 and No. 81525001 through 81525006, were presented. Motion to approve the warrants was made by Councilman Christian and seconded by Councilman Balistreri. Unanimously approved. Individual fund expenses were as follows:

General	\$	158,198.20
Highway	\$	562,210.39
Water	\$	44,512.02
Sewer	\$	259.90
Special Sewer District #6	\$	717.78
Special Fire	\$	0.00
Trust & Agency	\$	502,221.01

VISITORS WHO WISH TO SPEAK:

Ellen Montiel of McChesney Avenue Extension spoke in opposition to the proposed CVE solar project at 511 McChesney Avenue Extension. She expressed concern that the project exceeded state parcel megawatt limits by splitting the property to allow a combined 7.5MW installation. She noted that more than 150 lawn signs had been distributed and that a petition opposing the project had reached 391 signatures on the website www.nosolarinmcchesneyaveext.com. Mrs. Montiel stated that the visual impact was being downplayed by the developer, citing photographs

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taken by residents showing visibility from Route 2, Pinewoods Avenue, Garfield Road, and Dater Hill Road. She further criticized the balloon test conducted without notice to residents, described the site as a scenic and historic area inappropriate for industrial-scale solar, and urged the board not to set a precedent for similar projects across Brunswick.

Patti Sbrega, whose property directly borders the proposed solar site, also spoke in opposition. She noted that steep hillside solar farms are rare in the United States because of environmental and visual concerns. She described her research into past zoning recommendations and expressed concern that earlier amendments which might have restricted such projects were not adopted. She warned that proposed state legislation may soon remove towns' local authority to regulate smaller solar farms, stressing the urgency for Brunswick to adopt protective zoning. She cited examples from Saratoga County, where solar is restricted to commercial rooftops, and from Massachusetts, where strict setbacks for wind and solar projects have been enacted. She urged the board to act quickly to prevent Brunswick from becoming overrun with industrial solar fields.

Kim Jensen, a town resident, addressed the board regarding the need for an updated ethics policy and a Town Board of Ethics. She stated that such a policy would strengthen transparency, reduce accusations of misconduct, and improve public trust. She cited Grafton's adoption of an ethics board in 2021 as an example.

Victoria Galvin and her daughter Ada spoke regarding traffic and safety issues related to nearby construction and commercial development at the Marie's Muse project site. They stated that large trucks routinely block Mohawk Avenue, creating dangerous conditions for residents attempting to access their homes. They expressed particular concern for school bus safety, noting that Ada would no longer be able to safely ride her bus due to heavy truck traffic and frequent instances of cars passing stopped school buses. Ms. Galvin helped Ada read a handwritten letter to the board describing her sadness at losing her bus stop, missing time with friends, and how construction had disrupted her neighborhood. The residents urged the board to reconsider allowing a commercial access gate to Mohawk Avenue, as it would further impact the quality of life in the neighborhood.

Mary Beth Bruno thanked the board for supporting the Martin Dunham Reservoir resolution and for establishing the ambulance district. She asked that the public comment portion of meetings be moved back to the beginning of the agenda so that residents could speak before board votes are taken. She also raised concerns about traffic congestion along Route 7 and Hoosick Road, citing Rensselaer County's recent resolution requesting NYSDOT action. She urged Brunswick to pause new development approvals until traffic and infrastructure issues are addressed, pointing out that there are already a number of vacant commercial spaces along Hoosick Road.

Sue Vitolins raised questions about National Grid's proposed natural gas substation between Spring Avenue and Menemsha Road, citing safety and environmental concerns, and asked for clarification on the town's role in approving the project.

Jim Tkacik spoke about pedestrian safety along Route 7 and urged the town to coordinate with the county and state to provide a sidewalk or walkway from Walmart to Hoosick Road. He stressed the importance of planning for walkability before further widening projects make pedestrian improvements more difficult.

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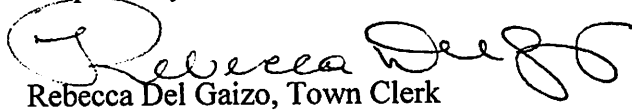
Sue Vitolins congratulated Supervisor Herrington for receiving national recognition for the top prize from the World Forage Analysis Superbowl for their corn silage. Supervisor Herrington remarked his late nephew Jason Herrington had tremendous talent growing crops.

Supervisor Herrington took time to commend Deputy Clerk Cheryl Roberts for her dedication and assistance in serving the residents of Brunswick. He thanked her for her continued commitment to the Clerk's office.

ADJOURNMENT:

There being no further business, Councilman Cipperly made a motion to adjourn the meeting, seconded by Supervisor Herrington. The meeting adjourned at 8:30 P.M.

Respectfully submitted,


Rebecca Del Gaizo, Town Clerk

TOWN BOARD
TOWN OF BRUNSWICK
Regular Meeting

September 11, 2025

FILED RESOLUTIONS

Number	Title
62	RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN ENGAGEMENT LETTER WITH FIREFLY ADMIN INC., FOR SERVICES TO BE RENDERED IN CONNECTION WITH THE ADMINISTRATION OF THE LOSAP PROGRAM FOR MEMBERS OF THE BRUNSWICK FIRE COMPANY NO. 1
63	RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN ENGAGEMENT LETTER WITH FIREFLY ADMIN INC., FOR SERVICES TO BE RENDERED IN CONNECTION WITH THE ADMINISTRATION OF THE LOSAP PROGRAM FOR MEMBERS OF THE VOLUNTEER FIRE COMPANY OF CENTER BRUNSWICK
64	RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN ENGAGEMENT LETTER WITH FIREFLY ADMIN INC., FOR SERVICES TO BE RENDERED IN CONNECTION WITH THE ADMINISTRATION OF THE LOSAP PROGRAM FOR MEMBERS OF THE MOUNTAIN VIEW VOLUNTEER FIRE COMPANY
65	RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A CERTAIN FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC, A SUBSIDIARY OF CHARTER COMMUNICATIONS, INC.
66	RESOLUTION REAPPOINTING MEMBER TO BOARD OF ASSESSMENT REVIEW OF THE TOWN OF BRUNSWICK
67	RESOLUTION APPOINTING SOLE ASSESSOR
68	RESOLUTION AMENDING ADOPTED 2025 ANNUAL BUDGET PROPERTY
69	RESOLUTION APPROVING A REQUEST FOR PROPOSALS FOR DEDICATED AMBULANCE SERVICES IN THE TOWN OF BRUNSWICK

RESOLUTION NO. 62, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
September 11, 2025**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN
ENGAGEMENT LETTER WITH FIREFLY ADMIN INC., FOR SERVICES TO
BE RENDERED IN CONNECTION WITH THE ADMINISTRATION OF THE
LOSAP PROGRAM FOR MEMBERS OF THE
BRUNSWICK FIRE COMPANY NO. 1**

WHEREAS, the Brunswick Fire Company No. 1 provides important fire protection services to the Town of Brunswick; and

WHEREAS, in order to maintain that service, and to encourage continued volunteer activities by the members of that company, the Town participates in a plan to award service in that volunteer company, based upon years of service by the volunteers; and

WHEREAS, the administration of such services is presently handled by Firefly Admin Inc., to the satisfaction of the Town Board; and

WHEREAS, Firefly Admin Inc. has submitted a proposed engagement letter to the Town, to be effective from January 1, 2026 through December 31, 2028, setting forth the services to be provided during such period, and the terms and conditions for provision of such services;

NOW THEREFORE, BE IT

RESOLVED, that the Town Supervisor is hereby authorized to execute said engagement letter.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated:

RESOLUTION NO. 63, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
September 11, 2025**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN
ENGAGEMENT LETTER WITH FIREFLY ADMIN INC., FOR SERVICES TO
BE RENDERED IN CONNECTION WITH THE ADMINISTRATION OF THE
LOSAP PROGRAM FOR MEMBERS OF THE
VOLUNTEER FIRE COMPANY OF CENTER BRUNSWICK**

WHEREAS, the Volunteer Fire Company of Center Brunswick provides important fire protection services to the Town of Brunswick; and

WHEREAS, in order to maintain that service, and to encourage continued volunteer activities by the members of that company, the Town participates in a plan to award service in that volunteer company, based upon years of service by the volunteers; and

WHEREAS, the administration of such services is presently handled by Firefly Admin Inc., to the satisfaction of the Town Board; and

WHEREAS, Firefly Admin Inc. has submitted a proposed engagement letter to the Town, to be effective from January 1, 2026 through December 31, 2028, setting forth the services to be provided during such period, and the terms and conditions for provision of such services;

NOW THEREFORE, BE IT

RESOLVED, that the Town Supervisor is hereby authorized to execute said engagement letter.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated:

RESOLUTION NO. 64, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
September 11, 2025**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN
ENGAGEMENT LETTER WITH FIREFLY ADMIN INC., FOR SERVICES TO
BE RENDERED IN CONNECTION WITH THE ADMINISTRATION OF THE
LOSAP PROGRAM FOR MEMBERS OF THE
MOUNTAIN VIEW VOLUNTEER FIRE COMPANY**

WHEREAS, the Mountain View Volunteer Fire Company provides important fire protection services to the Town of Brunswick; and

WHEREAS, in order to maintain that service, and to encourage continued volunteer activities by the members of that company, the Town participates in a plan to award service in that volunteer company, based upon years of service by the volunteers; and

WHEREAS, the administration of such services is presently handled by Firefly Admin Inc., to the satisfaction of the Town Board; and

WHEREAS, Firefly Admin Inc. has submitted a proposed engagement letter to the Town, to be effective from January 1, 2026 through December 31, 2028, setting forth the services to be provided during such period, and the terms and conditions for provision of such services;

NOW THEREFORE, BE IT

RESOLVED, that the Town Supervisor is hereby authorized to execute said engagement letter.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated:

RESOLUTION NO. 65, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
September 11, 2025**

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A
CERTAIN FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC,
A SUBSIDIARY OF CHARTER COMMUNICATIONS, INC.**

WHEREAS, the Town previously entered into a certain Agreement with Spectrum Northeast, a company providing cable service, allowing that firm to provide cable television services within the Town of Brunswick; and

WHEREAS, the term of that Agreement has expired, but Spectrum has continued to provide the services to residents in the Town of Brunswick under the terms and conditions of the previous agreement; and

WHEREAS, Spectrum Northeast, LLC has presented the Town with a proposed new financial agreement; and

WHEREAS, at its August meeting, the Town Board passed a resolution scheduling a public hearing, as required by law, on the proposed new agreement; and

WHEREAS, notice of such public hearing was duly published and posted by the Town Clerk, and the hearing was held before the Town Board on September 11, 2025; and

WHEREAS, at said hearing, the public had the opportunity to comment upon the proposed agreement; and

WHEREAS, the Town Board has altered the original submitted agreement by reducing the proposed term from fifteen years to ten years, and by clarifying that the basis of computation of the commissions to be paid to the Town would continue as set forth in the previous agreement;

NOW THEREFORE, BE IT

RESOLVED, that the Town Supervisor is hereby authorized to execute said Franchise Agreement.

The foregoing Resolution, offered by _____ and
seconded by _____, was duly put to a roll call vote as
follows:

COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated:

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Brunswick, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein:

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, ~~without limitation, any state or federal regulatory fees, the franchise fee, or any~~ sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
"Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the area described in subsection 6.1 herein.
- K. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- L. "State" shall mean the State of New York.
- M. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. ^{NEW(10)} The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ~~fifteen (15)~~ years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *(five) percent (5 %)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a *quarterly* basis, within forty-five (45) days of the close of each *calendar quarter*. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Phil Herrington
Town Supervisor
336 Town Office Road Troy.

New York, 12180

Email: Pherrington@townofbrunswick.org

Grantee: Sam Parker
Director, Government Affairs
Charter Communications
20 Century Hill Drive
Latham, NY 12110

Email: Samuel.Parker@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination

by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Supervisor Phil Herrington

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC. By Its Manager. Charter Communications, Inc.

Signature: _____

Name/Title: _____

RESOLUTION NO. 66, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING**

September 11, 2025

**RESOLUTION REAPPOINTING MEMBER TO BOARD OF
ASSESSMENT REVIEW OF THE TOWN OF BRUNSWICK**

WHEREAS, the term of Board of Assessment Review Member Robert Welch, expires on September 30, 2025; and

WHEREAS, Robert Welch was appointed by the Town Board to the Board of Assessment Review by Resolution No. 23 of 2023, to serve the balance of a term ending September 30, 2025; has served the Town well in that capacity; and has consented to be appointed to another term on that Board;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board does hereby make the following reappointment, effective immediately:

NAME	OFFICE	TERM
Robert Welch	Member, Board of Assessment Review	Exp. 09/30/2030

The foregoing Resolution, offered by Councilman Sullivan and seconded by Supervisor Herrington, was duly put to a roll call vote as follows:

COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was thereupon declared duly adopted.

Dated: September____, 2025

RESOLUTION NO. 67, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING**

September 11, 2025

RESOLUTION APPOINTING SOLE ASSESSOR

WHEREAS, Julie Irick was appointed as the Sole Assessor of the Town of Brunswick pursuant to Resolution No. 35 of 2021, for a term expiring September 30, 2025; and

WHEREAS, Ms. Irick has provided professional and courteous service in that position;
and

WHEREAS, the Town Board wishes to have her serve in that capacity for the statutory 6-year term of a Sole Assessor, commencing after the expiration of her current term;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board does hereby make the following appointment, effective October 1, 2025:

NAME	OFFICE	TERM	SALARY	PAYABLE
Julie Irick	Sole Assessor	Expires 9/30/31	\$79,900	Biweekly

The foregoing Resolution, offered by Councilman Christian and seconded by Supervisor Herrington, was duly put to a roll call vote as follows:

COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was thereupon declared duly adopted.

Dated: September ____, 2025

RESOLUTION NO. 68, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
September 11, 2025**

**RESOLUTION AMENDING ADOPTED 2025 ANNUAL BUDGET
PROPERTY**

WHEREAS, the Town Board having duly and heretofore adopted the 2025 Annual Budget as required by law; and

WHEREAS, there having been budgeted in the Highway Fund of said adopted budget the sum of \$283,300.00 for equipment purchases; and

WHEREAS, the Town having purchased four new trucks, a 2024 Ford F600, a 2025 International HX620 (ordered in 2023); and two 2024 International HV507 vehicles, requiring additional funding be transferred to the equipment line of the Highway Department budget in the amount of \$749,000.00; and

WHEREAS, additional funds being required for snow removal during the 2025 winter which funds must be transferred to the snow removal codes in the adopted 2025 budget; and

WHEREAS, amendment of the 2025 adopted annual budget is therefore necessary to meet the current and anticipated budgetary appropriation shortfalls as above-described;

NOW, THEREFORE, BE IT

RESOLVED that the 2025 adopted annual budget of the Town of Brunswick be and hereby is modified and amended as set forth in the schedule annexed to and made a part of this Resolution.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING _____
COUNCILMAN CHRISTIAN	VOTING _____
COUNCILMAN CIPPERLY	VOTING _____
COUNCILMAN BALISTRERI	VOTING _____
SUPERVISOR HERRINGTON	VOTING _____

The foregoing Resolution was thereupon declared duly adopted.

Dated: September 11, 2025

RESOLUTION NO. 69, 2025

**TOWN OF BRUNSWICK
REGULAR MEETING
September 11, 2025**

**RESOLUTION APPROVING A REQUEST FOR PROPOSALS FOR
DEDICATED AMBULANCE SERVICES IN THE TOWN OF BRUNSWICK**

WHEREAS, the Town Board of the Town of Brunswick recently approved the creation of a town wide ambulance district at its regular August meeting; and

WHEREAS, in order to move forward to provide better ambulance services to town residents of the Town of Brunswick, the Town Board seeks submissions from organizations able to provide such services, pursuant to certain requirements and parameters; and

WHEREAS, the Town Board has received from the Public Safety Committee a proposed request for proposals, seeking to accomplish those goals;

NOW, THEREFORE, BE IT

RESOLVED that the request for proposals dated September 2, 2025, and submitted to the Board, is hereby promulgated as a request to providers, to be circulated to appropriate entities who may be interested in providing such services.

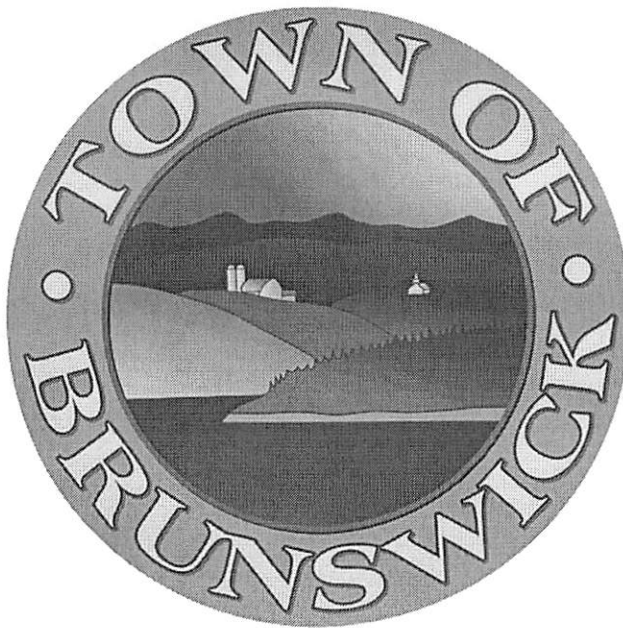
The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

COUNCILMAN SULLIVAN	VOTING ____
COUNCILMAN CHRISTIAN	VOTING ____
COUNCILMAN CIPPERLY	VOTING ____
COUNCILMAN BALISTRERI	VOTING ____
SUPERVISOR HERRINGTON	VOTING ____

The foregoing Resolution was thereupon declared duly adopted.

Dated: September ____, 2025

Town of Brunswick
Request for Proposal (RFP)
for
Dedicated Ambulance Services



September 2, 2025

Prepared by: Mark J. Balistreri

Town of Brunswick – Town Board Member

Introduction

This Request for Proposal ("RFP") is issued by the Town of Brunswick ("Town") to establish an exclusive contract for the provision of Advanced Life Support (ALS) emergency ambulance response for all Emergency Medical Service (EMS) calls and related services with the Town of Brunswick and surrounding areas.

The Town of Brunswick invites experienced and qualified persons (hereinafter, "Proposers") to submit proposals in response to this RFP. Any costs incurred in submitting a proposal shall be the Proposer's sole responsibility.

1. Requests for Clarifications

Written questions and requests for clarification regarding this RFP must be submitted in writing no later than 3:00 p.m. on September 19, 2025, to:

Mark J. Balistreri, Town Board Member
336 Town Office Road
Troy, NY 12180
MarkE911@aol.com

Please use reference Town of Brunswick Ambulance RFP on all correspondence to the Town. Any oral communications shall be considered unofficial and non-binding. Only written responses to written communications shall be considered official and binding.

The Town of Brunswick reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written questions and requests for clarification.

2. Deadline to Submit RFP

Proposers are directed to submit an original and five (5) copies of their proposal, signed by a person authorized to bind the Proposer as well as one (1) electronic submission included with the original submission. All proposals must be sealed and labeled on the outside of the sealed container "Town of Brunswick Ambulance Proposal" and submitted in writing no later than 3:00 p.m. on October 3, 2025, to:

Tracy Broderick, Secretary to the Supervisor
336 Town Office Road
Troy, NY 12180
tbroderick@townofbrunswick.org

It is the Proposer's sole responsibility to assure the proposal is delivered to the Town by the designated date and time. The Town will not evaluate proposals received after the deadline.

3. Evaluation

Proposers shall provide proposals that will be evaluated in compliance with this RFP, the quality of service, the financial impact or potential financial implications to both the residents and Town, and performance thresholds, with the Town Board having the final determination on selection of an ambulance provider. The priority is that of public safety of the residents, visitors and employees of the Town of Brunswick.

This RFP should not be interpreted as a low-bid process, although price will play a critical role. It is the intent of the Town to award the contract to the lowest and best Proposer who can provide the best and most reliable services to the Town, its residents and its visitors at the best value. The contract, if awarded, will be negotiated with the Proposer who can best meet the Town's needs as identified in this RFP.

4. Final Contract

It is the Town's intent to negotiate a three (3) year contract, subject to the Town Board's approval, satisfactory performance, and debt limitations. The primary source of contract revenue is taxpayer funds and is also dependent on the Proposer's ability to reliably collect appropriate compensation in a manner compliant with all State and Federal rules and regulations, through billing. If the terms of the RFP are not being met, the contract may be terminated with 90 days written notice. The final contract terms will be negotiated between the Town and the successful Proposer, resulting in a contract that shall conform with the requirements of this RFP and to the proposal of the successful Proposer.

5. Disqualification/Reservation of Rights

The issuance of the RFP, the submission of a response by any Proposer, and the receipt of such response by the Town does not obligate the Town in any manner. The Town shall not be responsible for work done, even in good faith, prior to the execution of a final contract.

The Town may amend, modify, or withdraw this RFP, revise the requirements of this RFP, require supplemental statements or information from any Proposer, accept or reject any or all proposal hereto; extend the deadline for submission of proposals hereto, negotiate or hold discussions with any respondents and waive defects and allow corrections if deficient proposals do not completely conform to the instructions contained herein, and cancel this RFP, in whole or in part, if the Town deems it in its best interest to do so.

The Town may exercise the foregoing rights at any time without notice and without liability to any Proposer or any other party for its expenses incurred in the preparation of the response hereto or otherwise.

Background

1. Background & Service Area Summary

Brunswick is a Town in Rensselaer County, New York, United States. The municipality was originally settled in the early 18th century. During its history, it had been part of Albany County, Rensselaerswyck, and Troy, before its incorporation in 1807. It is bordered on the west by the City of Troy; on the north by Schaghticoke and Pittstown; on the east by Grafton; and on the south by Poestenkill and North Greenbush.

The population was 12,581 at the 2020 census. The Town of Brunswick has a total area of 44.63 square miles, with 44.35 square miles being land and .28 square miles being water.

A primary function of government is to provide for the health and safety of the people that live and visit their respective municipality.

First responders represent one of the elements of this duty, whether Law Enforcement, Fire, or Ambulance services.

The Town has two (2) law enforcement agencies within the Town, as follows:

- New York State Police (*Station located within the Town*)
- Rensselaer County Sheriff's Department

The Town has five (5) Fire Companies/Departments, all located within the Town, as follows:

- Brunswick Fire Company No. 1
- Volunteer Fire Company of Center Brunswick
- Eagle Mills Fire District #1
- Mountain View Volunteer Fire Company
- Speigletown Fire District

The Town has two (2) ambulance agencies that have operating authority, within the Town, as follows:

- Mohawk Ambulance Service (*Station located within the Town*)
- Ambulnz

For years, the Town of Brunswick has not had dedicated Basic Life Support (BLS) and/or Advanced Life Support (ALS), and transportation services. The services, provided by either Mohawk Ambulance or Empire Ambulance, have been at no cost to the Town of Brunswick.

The following bordering EMS agencies, on occasion, provide mutual aid ambulance service to the Town of Brunswick:

- Hoosic Valley Rescue Squad
- Pittstown Volunteer Emergency Corp
- Grafton EMS Services
- North Greenbush Ambulance
- City of Troy Ambulance
- RPI Ambulance

The Town has five (5) school districts, whose boundaries fall within the Town, as follows:

- Averill Park Central School District
- Brittonkill Central Schools (*School located within the Town*)
- Lansingburgh Central School District
- Enlarged City School District of Troy
- Wynantskill Union Free School District

2. Objective

The Town is seeking an ambulance service provider to provide ambulance response, pre-hospital care, transportation to an appropriate medical facility within the area, and related services within the Town designated area (See Appendix A – Town of Brunswick Map). Long-distance transfers/ transports should also be considered in the proposal. The primary goal is to provide quality ambulance services to Town residents and visitors.

In this procurement process, the Town desires clinical excellence, superb response time performance, cost containment and a professional and courteous image. Under the Ambulance Service Agreement, the relationship between the Town and the selected Ambulance Service Provider must always be one of cooperation and integration without conflict.

3. Estimated Business Volumes and Payer Guarantee

The Town specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes or frequency of special events coverage that may be required within the Town.

General Requirements

1. Compliance with all Laws

Each respondent must be familiar with and agrees to observe and comply with all Federal, State, and Local Laws, statutes, ordinances and regulations in any manner affecting its response to this RFP, and the provision of services, if awarded the Ambulance Service Agreement.

2. Expectations of Proposer

While the Proposer employees will not be employees of the Town of Brunswick, they will represent the emergency responders of the community and must act in a professional manner and maintain the standards of care set out under New York State law. The expectations of the successful Proposer shall be:

- The successful Proposer shall provide licensed, trained paramedics and EMTs to meet the demand of a growing, high-traffic suburb.
- Accountability: Performance requirements, including response times, reliability, and staffing outlined in this RFP define the expectations of the successful Proposer and internal accountability of such is a requirement. The Town will monitor the criteria to make certain the services are being provided as requested in this RFP.
- Apply for, secure, and renew all licenses, permits, certificates or similar governmental approvals which are or may be required by applicable law. The selected Ambulance Service Provider will be required to provide copies of all licenses to the Town Supervisor.
- The contractor must provide mutual aid agreements/contingency plans in the event the proposer becomes overwhelmed by calls for emergency service, this will include agreements with ground and air medical transport services.
- All ambulance services will be provided at the Advanced Life Support (ALS) – Paramedic Level, a minimum of two (2) during the daytime (0600 – 1800 hours), and one (1) during the nighttime (1800 – 0600 hours). Additionally, the contractor must furnish stand-by coverage for special events as requested by the Town. It is estimated that special events occur only a few times a year.
- Primary ambulances utilized to fulfill this RFP must be housed or stationed within the town limits of the Town of Brunswick, at the bidder's expense. The successful bidder shall explain and demonstrate their logic in quantity and placement of resources to provide coverage to the Town.

- Currently, first responder support is available in the Town of Brunswick via the Brunswick Fire Company No. 1, Volunteer Fire Company of Center Brunswick, Eagle mills Fire District #1, Mountain View Volunteer Fire Company, and the Speigletown Fire District. The proposer will be expected throughout the life of this agreement to work with these first response agencies, and assist with on-going training, exercise, and medical direction.
- Contractor must explain and identify an automated system by which emergency dispatch notification (911 Center) can take place to summon Town resources. While calls are screened at the County 911 Center, additional information may become available during the 911 call that requires Town response. A system to provide notification in the quickest way possible must be provided. Telephone notification may not be a primary means of notification, however, can be utilized as a secondary confirmation of receipt of call.
- Contractor must provide monthly performance and activity reports as specified and requested by the Town.
- Contractor should provide four (4) portable radios (or access to talk groups if utilizing similar radio system) for utilization by the Town in monitoring real-time responses.

3. Experience of Services Provided

The Town will, in part, base its award on the experience of the Proposer and key staff personnel in administering, managing, and operating an emergency ambulance program. The following data should be included:

- Current Ambulance Service coverage area.
- Current Level of Care and Staffing Levels/In-Service ambulance averaged over a 12-month period.
- Current minimum staffing levels averaged over a 12-month period
- Current response times averaged over a 12-month period (Provider can provide data pertinent to their current dispatch/response model).
- Response times for emergency medical (classified as EMD/ProQA Delta and Echo) at the 90th percentile.
- Current mutual aid given and mutual aid received over the past 12 months.

4. Key Personnel Expectations

The Proposer will explain its strategy for employing EMT's, Paramedics and staff with a reasonable level of local knowledge and experience. All reasonable efforts to employ medical personnel with experience, knowledge and history of EMS should be undertaken.

- The Proposer understands and acknowledges that the Town requires professional, and courteous conduct always from the Ambulance Service Provider's medical and no-medical staff and personnel located in the Town boundaries. The Proposer shall agree, if selected, to employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate EMS vehicles and equipment.
- Additional training or certification is to be provided by the Ambulance Service Provider's at their own expense. This includes new protocols and medical treatments approved by the State of New York Department of Health or Regional EMS Councils.
- Utilize reasonable work schedules and shift assignments that allow personnel to work at their optimum level of efficiency and provide reasonable rest periods. The Ambulance Service Provider shall provide working conditions that assist in attracting and retaining highly qualified personnel, while prioritizing sleep deprivation for staff members.
- Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints must be reported to the Town Supervisor and addressed by appropriate Ambulance Service Provider personnel within 48 hours. A final report must include actions taken or course of action or investigations undertaken.

5. Ambulance Fees and Billing

The successful Proposer shall be entitled to bill patients for the services rendered in accordance with their current billing practices.

If the successful Proposer does not have the ability to bill patients for the services, within the Town, the Town will apply for a Municipal CON, which will allow the Town to contract with a billing agency, which, if possible, will contract with the same agency utilized by the successful Proposer, for ease of process.

6. Compensation/Subsidy

The Town agrees to compensate the selected Ambulance Service Provider for services as will be negotiated and provided within the terms and conditions of the Ambulance Service Agreement. No additional charges by the Ambulance Service Provider will be allowed unless so specified in a separate written agreement. An annual subsidy arrangement will be agreed to between the parties. Any penalty provisions referenced in this RFP may be implemented as a reduction of the annual subsidy.

7. Performance Requirements

The successful proposer will meet or exceed the response time requirements for all requests for services within the Town. This also includes sending an ambulance to all structure fires, and other fire related calls, within the Town of Brunswick. The Ambulance Service will meet or exceed the following response times, regardless of EMD interpretation:

- **Response Time Standards.** A service response time of 15 minutes or less with 90% reliability for all emergency calls within all portions of the Town of Brunswick Town limits.

Note: Primary response would be two (2) simultaneous calls from 0600 – 1800 and one (1) call from 1800 – 0600, after which would be considered a secondary response. Response times start at the time of initial ambulance dispatch by the Rensselaer County Bureau of Public Safety, Public Safety Answering Point (PSAP).

- **Secondary Response Time Standards.** The Ambulance Service Provider will agree to maintain a service response time of 20 minutes or less with 90% reliability for any emergency call.
- **Exceptions to Response Time Standards:**
 - o Requests during a disaster (State or Federally Declared), locally or in a neighboring jurisdiction, to which the Provider's ambulance(s) is/are dispatched.
 - o An inclement weather condition exists of sufficient severity to cause a delay in response time. An inclement weather condition requires the issuance of a warning or advisory from the National Weather Service for the geographic area.
 - o The required response time for an emergency request may also be waived when determined there is other good cause for an exception. Examples of situations appropriate for this exception include incorrect location information or circumstances in which a patient is a significant distance from the dispatched location (e.g., Wooded or remote areas, etc.)

- **Other Considerations.**

- Simultaneous calls – Must have a plan, through additional resources and/or mutual aid, to account for the potential for simultaneous calls.
- Hospital Turnaround Delays – Must have a plan, when feasible, to provide services knowing that there may be delays at hospitals.

8. Medical Director

The Proposer must furnish a Medical Director at its expense. The Medical Director must be on staff with (or contracted for services by) the selected Ambulance Service Provider and, for purposes of establishing protocols and certification of First Responders, will be required to perform those functions by the Ambulance Service Agreement, without any indicia of employment by the Town. The Medical Director will always be an employee (or independent contractor) of the licensed Ambulance Service Provider so designated by the selection process.

- Hold an unrestricted license to practice medicine and surgery in the State of New York
- Be Board Certified in emergency, family, internal, or surgical medicine or possess and maintain current certification in Advanced Cardiac Life Support and advanced Trauma Life Support.
- Be familiar with the design and operation of pre-hospital emergency medical service systems.
- Have experience in the emergency department management of acutely ill or injured patient(s) in an urban setting.
- Be knowledgeable in and actively involved with quality assurance and the education activities of the ambulance service and first responder agencies.
- Develop additional medical protocols as necessary to supplement the NYS collaborative protocols and present said protocols to the Regional EMS Council and State EMS Council for approval, as necessary.
- Supervise a quality assurance (QA) program.
- Work together with Ambulance Service Provider staff to offer optimal care to all ambulance patients in the most efficient manner available within the Town Service Area.
- Agree to provide Medical Direction to the Emergency Medical Response Agency (First Responders) duly authorized by the Town.

- The Town also has the right to obtain their own separate medical director at their own expense.

9. Communications Equipment & Notification

Qualified Respondents shall supply and maintain fully operational vehicle and portable radios as required to perform in accordance with prevailing EMS communications standards, and in accordance with any requirements of the Rensselaer County Bureau of Public Safety (BPS).

The Town Supervisor of the Town of Brunswick shall be notified immediately whenever a motor vehicle accident involving an ambulance operated by the Ambulance Service Provider has occurred.

The Town Supervisor, or his/her designee, must be notified in writing within 48 hours whenever either one or more of the following occurs:

- Any changes in supervisory or ambulance service personnel or staffing or scheduling full-time operations that may reasonably be expected to affect adversely the ability of the Respondent to meet its obligations under the Ambulance Service Agreement.
- The Ambulance Service Provider shall notify the Rensselaer County Dispatch Center of all the units assigned to the Town of Brunswick at the start of each shift, and whenever there are any changes to the assigned units.

10. Ambulance Specifications

All ambulances used for emergency patient transport shall be in good working condition, physical appearance, operational and mechanical performance for the patients and crew members. Each ambulance used in the emergency transport of patients must be equipped with all items required by the New York State Department of Health.

All ambulance must be specified and constructed to transport two (2) patients, one (1) paramedic, one (1) EMT and/or First Responder in the patient compartment, and one (1) family member in the front passenger seat as well as the successful Proposer's driver, without exceeding the Original Equipment Manufacturers specified Maximum Gross Vehicle Weight while fully equipped and fueled.

Any ambulance used by the Ambulance Service Provider for transporting patients shall conform to all standards promulgated and defined by the Medical Director, and all rules and regulations promulgated and set forth in any New York State or Town local ordinance.

11. Insurance Requirements

Before, and as a condition of, entering into the Ambulance Service Agreement, the selected Proposer shall purchase and provide, by way of a company or companies licensed to do business in the State of New York, such insurance as will protect the Town from claims which may arise or result from the Proposer's operations under the Ambulance Service Agreement, whether such operations are performed by Proposer, or by anyone directly or indirectly employed by Proposer, or by anyone for whose acts the Respondent may be liable.

The insurance required shall be written for not less than any limits of liability specified required by law or as specified within the forthcoming Ambulance Service Agreement, whichever is greater. All policies shall name the Town of Brunswick as an additional insured and shall provide for 30-day notice to the Town of cancellation or alteration in coverage.

12. Indemnification

The Proposer shall release, hold harmless, and indemnify the Town, its officers, elected officials, and employees from all claims, suits, actions, proceedings, judgements, demands, losses, damages, liabilities, costs, and expenses, including attorney's fees, or any kind arising directly or indirectly out of any act or omission of the contractor, its employees, subcontractors, or agents in connection with the contract. Proposer's indemnification obligations shall not apply to the extent any liability for loss or damage is caused by the sole negligence, gross negligence, or willful misconduct of the Town, its officers, or employees.

If a claim or legal action covered by these provisions is asserted or brought against the Town, the Proposer shall pay any, and all reasonable legal expenses that the Town shall incur in connection with such claim or action. Except as may be otherwise set forth in the Ambulance Service Agreement, the selected Ambulance Service Provider shall acknowledge that the Town has no obligation for the payment of any judgement or the settlement of any claims because of or relating to obligations of the Ambulance Service Provider under the Ambulance Service Agreement.

If selected to enter the Ambulance Service Agreement, Proposer shall immediately notify the Town of any claim or suit made or filed against Proposer regarding any matter resulting from or relating to Proposer's obligations under the Ambulance Service Agreement, and will cooperate, assist and consult with the Town in the defense or investigation thereof.

13. Required Meetings & Reports

A responsible officer representing the selected Ambulance Service Provider will be required to present a monthly report of the foregoing and any other activities required by the Town at the monthly Town Board meeting, during the Department Head Reports portion of the meeting.

The following details shall be included in the monthly report:

- Response Time Compliance
- Total Responses
- Total Patients Refused
- Distribution of responses by time of day and day of the week
- Distribution of responses by Fire Company/Department
- Summary of patient complaints (situation found) and listing disposition of all patient complaints
- Response time summary for all responses by priority
- Call volume within the Town
- Breakdown of ALS, BLS, Inter-Hospital Transfers and Intercept Services
- Copies of any MVA investigations involving an EMS Service
(Supervisor Eyes Only – Not for Discussion During Open Meeting)
- Mutual Aid into or Out of Town (Numbers and Where or from)

14. Supplies Requirement

It is the successful Proposer's responsibility to provide supplies in the ambulance in accordance with local, state and federal standards, regulations, and requirements. The successful Proposer shall, at no cost to the Town, replace any medical equipment and supplies used by the local Fire Company/Departments after making a transport (except for PPE and expired items.)

15. Limitation of Damages

In no event shall the Town be liable to contractor or to any third party for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to the contract, including but not limited to any claims for lost business or profit, regardless of

whether the Town had been advised or the possibility of such damages. By way of example and not limitation, the Town shall not be liable to Proposer for any claims or lost business or profit arising out of any finding of breach or declaration of default by the Town, even if it is later determined that such finding or declaration was made in error.

Additional Information

1. Ambulance Service Agreement

The end goal of this RFP process and selection of the most qualified Ambulance Service Provider is the negotiation and implementation of the Ambulance Service Agreement. The parties to the Ambulance Service Agreement will participate in establishing minimum performance standards and penalties will be assessed for failure to achieve minimum standards agreed upon by the parties. The Ambulance Service Agreement will require the highest levels of performance and reliability.

- Ambulance response times must meet the response standards set forth in the Ambulance Service Agreement.
- The Rensselaer County Bureau of Public Safety, Public Safety Answering Point will be responsible for dispatch of ambulances under the Agreement.
- Every ambulance unit must, always be equipped and staffed to operate at the Paramedic Level (at a minimum), on all emergency and non-emergency calls received under the Agreement.
- Clinical performance must be consistent with approved medical standards, protocols, guidelines and regulations set forth by the New York State Department of Health and/or Regional EMS Council.
- The conduct of personnel must be always professional and courteous.
- There must be an unrelenting effort to detect and correct performance deficiencies and continuously upgrade the performance and reliability of the entire EMS system.
- Clinical and response time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive correction action as needed.
- An Ambulance Service Provider who consistently fails to perform in accordance with standards set forth in the Agreement or any other authority incorporated therein, must and shall be replaced. The Town of Brunswick reserves discretion to evaluate the performance of the Ambulance Service Provider and to make any determination with respect to the need for replacement.

2. Expertise & Judgement

Respondents are specifically advised to use their own best expertise and professional judgement in deciding upon the methods to be employed to achieve and maintain the high performance required under the proposed Agreement. By "methods", the Town means compensation programs, shift schedules, personnel policies, supervisory structures, and other internal matters, which, taken together, comprise each Respondent's own strategies and tactics for achieving the best program at the lowest cost.

3. Costs Incurred in Responding

The Town will not pay any costs incurred in preparation, presentation, demonstration or negotiation of a Request for Proposal, nor does it commit to procure or contract for any services. All costs of Response preparation will be encumbered by the Respondent.

It is understood that all proposals, inquiries and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation submitted in response will become the property of the Town when received by the Town and may be considered public information under New York State Law.

4. Performance Review

If selected as the Town's Ambulance Service Provider, the Respondent shall provide monthly performance data utilizing criteria the Town determines to be relevant. In addition, the Respondent will provide to the Town data conferring compliance with the terms of the Ambulance Service Agreement. The selected Ambulance Service Provider's performance should exceed the minimum requirements of the Agreement whenever possible.

5. Renewal Option

The Ambulance Service Agreement may be renewed as set out by and approved in accordance with the terms of the Ambulance Service Agreements and upon written agreement between the Ambulance Service Provider and the Town. This option shall be exercised only if the Respondent is successful in completing the Performance Reviews outlined above and in the Ambulance Service Agreement. Upon renewal of the Ambulance Service Agreement, if any, compensation may be adjusted as provided within the Agreement.

6. Remedies for Non-Performance

Breach of Duty. Respondents are advised that, if selected by the Town's Ambulance Service Provider, they will be held accountable for fulfilling their obligations under the Agreement in a manner that is consistent with the qualification stated in response to this RFP. If selected as Ambulance Service Provider, each Respondent assumes full responsibility for failure to meet performance standards and specifications set forth in the RFP and in the Ambulance Service Agreement and will assume full financial liability that accrues from failing to meet such standards and specifications. The Provider's failure to provide available Emergency Medical Services as required in the Agreement, and as a response to this RFP, may result in deduction from compensation for services.

Any failure to meet the performance standards articulated in the Agreement that is susceptible to remedy in a reasonable period, in the judgement of the Town of Brunswick, following notice of the deficiency shall be cured within 15 days following such notice.

Failure to cure a noticed deficiency within that period, and/or failures to meet performance standards that are sufficiently severe as to present potential hazards to the well-being of resident of the Town, as determined in the judgement of the Town of Brunswick may result in declaration of breach and immediate termination of the Ambulance Service Agreement.

Proposal Format

To facilitate the review process, the following guidelines shall be adhered to:

1. Introduction to the Proposal

Respondents should provide a brief understanding and acknowledgement of the Town's need, and the requirement imposed for evaluation of a prospective Ambulance Service Provider's capability to perform the services described in this RFP.

2. Signed Statement Authorizing Submission of the Proposal

The individual submitting a Proposal should provide evidence of his/her being authorized to do so by the controlling person(s) or entity of the Respondent.

3. Respondent Information

Please be sure to include the Proposer's name, address, contact person, telephone number, email address and federal tax ID number (FEIN).

4. Company Information

Include information pertaining to the history of the Proposer, including:

- Years in business; key personnel; scope of services offered by business; locations of business; location of headquarters; number of employees; nature of business plan (in relation to continued growth); detailed history of experience providing the type and scope of services related to this RFP.

The Proposer should also include information and history relating to public/private partnerships; training processes (including new employee training and in-service training), employee education and development; experience with creating innovative programs; community involvement; public relations and media experience; and log of all certifications/licenses pertinent to its response to this RFP.

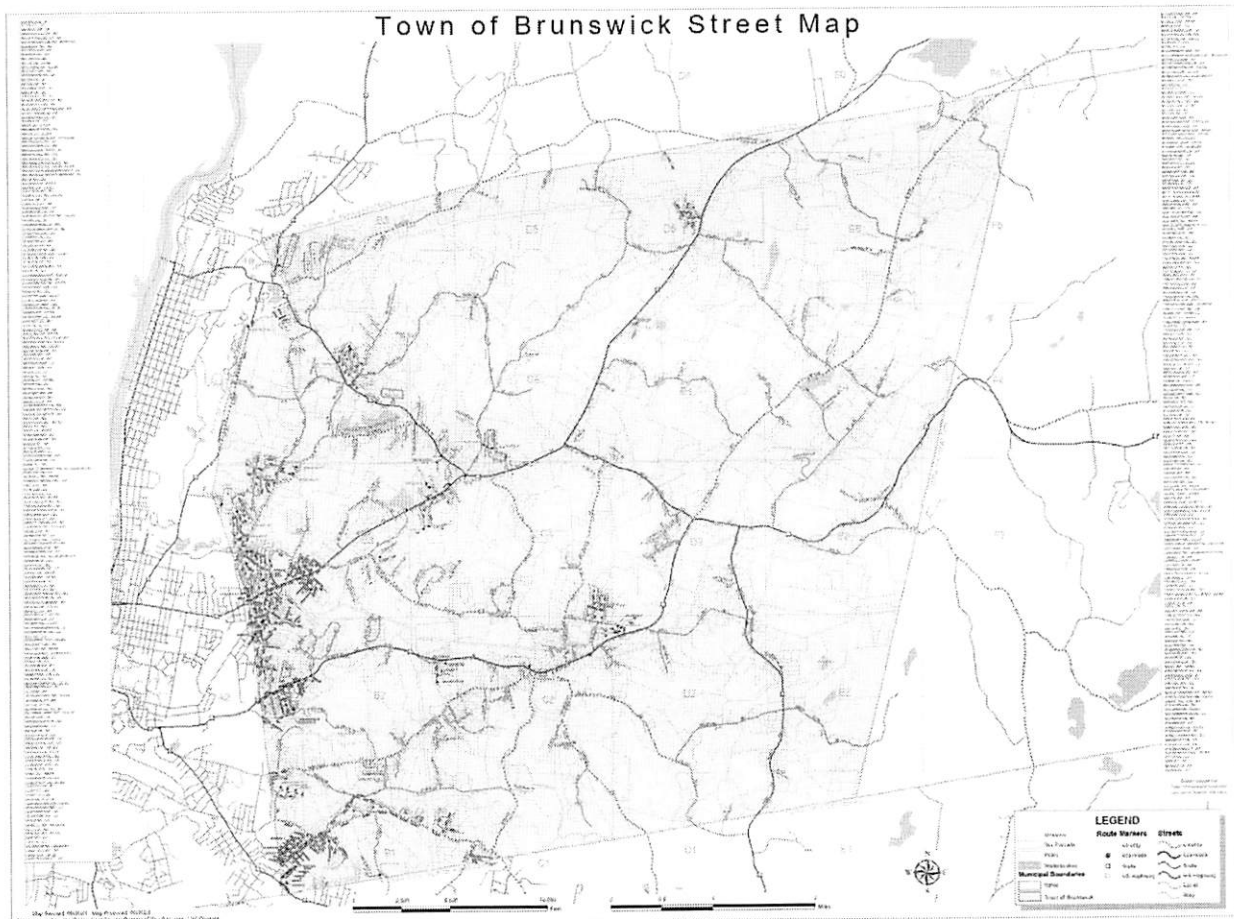
5. Financial Information

Proposers shall include with their Proposal an audited or reviewed set of financial statements for each of the preceding three (3) years. Proposer shall also include any contracts or agreements currently in effect with employees or labor groups that may have an impact on its capacity to perform up to standard during the period of the Ambulance Service Agreement or possible renewal of the Agreement.

6. Cost Proposal

The Proposer's cost proposal shall include the total estimated cost of providing all services identified and included in the RFP response. The Respondent shall provide a breakdown of the anticipated cost of all components of its Proposal.

Appendix A



Town Of Brunswick

Abstract Of Vouchers - Unpaid

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
GENERAL FUND A						
9/11/2025	36113-36120	ACCESS COMPLIANCE	\$285.00	250983		050104.01.004.00
9/11/2025	86205	AIT COMPUTERS	\$2,292.00	250985		016204.01.004.00
9/11/2025	86218	AIT COMPUTERS	\$89.00	250984		036204.01.004.00
9/11/2025	86218	AIT COMPUTERS	\$267.00	250984		014104.01.004.00
9/11/2025	86218	AIT COMPUTERS	\$89.00	250984		013304.01.004.00
9/11/2025	86218	AIT COMPUTERS	\$178.00	250984		050104.01.004.00
9/11/2025	86218	AIT COMPUTERS	\$1,427.00	250984		016204.01.004.00
9/11/2025	L41873A	ALL LANGUAGE TRANS	\$220.00	250918		011104.01.004.00
9/11/2025	L41873	ALL LANGUAGE TRANS	\$220.00	250919		011104.01.004.00
9/11/2025	00143-000150	AMERICAN CUSTOM B	\$270.00	250987		016204.01.004.00
9/11/2025	24799	ARCHITECTURE +	\$4,770.00	250988		016204.01.004.00
9/11/2025	M11866	BIG TOP PORTABLE TO	\$600.00	250921		073104.01.004.04
9/11/2025	M11866	BIG TOP PORTABLE TO	\$165.00	250921		073104.01.004.04
9/11/2025	Q4 2025	BRUNSWICK COMMUNI	\$52,440.00	250922		074104.01.004.00
9/11/2025	A2536-A2442	BURDEN AQUATICS, IN	\$6,125.00	250989		073104.01.004.01
9/11/2025	6012873003	CANON SOLUTIONS A	\$35.62	250923		011104.01.004.00
9/11/2025	AUGUST 2025	CARD SERVICES	\$62.90	250993		016204.01.004.00
9/11/2025	AUGUST 2025	CARD SERVICES	\$31.31	250993		036204.01.004.00
9/11/2025	120735C	CENTER FOR SECURIT	\$260.00	250994		073104.01.004.03
9/11/2025	SEPT 2025	CHARTER COMMUNICA	\$500.00	250952		016204.01.004.00
9/11/2025	SEPT 2025	CHARTER COMMUNICA	\$80.00	250952		073104.01.004.03
9/11/2025	#1	CITY OF TROY	\$114.36	250995		081604.01.004.00
9/11/2025	AUGUST	CONSTELLATION NEW	\$67.65	250996		073104.01.004.04
9/11/2025	AUGUST	CONSTELLATION NEW	\$16.38	250996		073104.01.004.04
9/11/2025	AUGUST	CONSTELLATION NEW	\$93.36	250996		075204.01.004.00
9/11/2025	SEPT 25	CSEA EMPLOYEE BEN	\$166.21	250997		090608.01.008.00
9/11/2025	2419444/267281	CULLIGAN, TROY NY	\$194.00	250924		016204.01.004.00
9/11/2025	16048	DRAIN CARE SEPTIC &	\$375.00	251019		073104.01.004.04

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
9/11/2025	227668	ESTECH SYSTEMS INC	\$922.89	250925		016204.01.004.00
9/11/2025	33111/33112	GAVIN LANDSCAPING	\$960.00	250926		016204.01.004.00
9/11/2025	574	GILCHRIST TINGLEY, P	\$25.00	250998		014204.01.004.00
9/11/2025	585	GILCHRIST TINGLEY, P	\$1,461.52	250999		080104.01.004.00
9/11/2025	584	GILCHRIST TINGLEY, P	\$1,512.96	251000		080204.01.004.00
9/11/2025	39	GIRVIN & FERLAZZO, P	\$920.00	251001		014204.01.004.00
9/11/2025	8/14/25 LUNCH	IRICK, JULIE	\$17.00	251002		013554.01.004.00
9/11/2025	202409800006	LABERGE ENGINEERIN	\$80,102.83	251004		080904.01.004.00
9/11/2025	108341-SC1057	LUSCO PAPER CO., IN	\$471.99	251005		016204.01.004.00
9/11/2025	CINV013234	MVP SELECT CARE, IN	\$48.75	251020		090608.01.008.00
9/11/2025	AUG	NATIONAL GRID	\$35.42	251007		073104.01.004.04
9/11/2025	AUG	NATIONAL GRID	\$94.35	251007		075204.01.004.00
9/11/2025	AUG	NATIONAL GRID	\$5,053.59	251007		051824.01.004.00
9/11/2025	AUG	NATIONAL GRID	\$72.27	251007		073104.01.004.04
9/11/2025	8/14/25 LUNCH	NAVARETTE, DANICA	\$17.00	251009		013554.01.004.00
9/11/2025	883071-883072	NFP PROPERTY & CAS	\$2,028.00	251008		019104.01.004.00
9/11/2025	25161	NORTHEAST TONER, I	\$122.00	250927		016204.01.004.00
9/11/2025	OCT 14-16 COD	NYS BOC	\$410.00	250990		036204.01.004.00
9/11/2025	OCT 14 WENDY	NYS BOC	\$410.00	250991		036204.01.004.00
9/11/2025	4TH QTR OFF/G	NYS MUNIC. WORKERS	\$13,734.16	251010		090408.01.008.00
9/11/2025	JULY 2025	NYS OFFICE OF THE C	\$6,300.00	250928		001520.01.000.00
9/11/2025	7/1/25-6/30/25 D	NYSTCA	\$85.00	251011		014104.01.004.00
9/11/2025	AUGUST 2025	RELX INC.Dba LEXISNE	\$111.00	251012		014204.01.004.00
9/11/2025	3	RIFENBURG CONSTRU	\$327,403.94	251013		080904.01.004.00
9/11/2025	04	RIFENBURG CONTRAC	\$377,159.39	251021		080904.01.004.00
9/11/2025	05	RIFENBURG CONTRAC	\$174,056.54	251022		080904.01.004.00
9/11/2025	25080079/25090	RODRIGUEZ, PELAYO	\$250.13	251023		011104.01.004.00
9/11/2025	25070060	RODRIGUEZ, PELAYO	\$250.13	250930		011104.01.004.00
9/11/2025	25030091	RODRIGUEZ, PELAYO	\$250.13	250931		011104.01.004.00
9/11/2025	3916 NYS RT 2	RUSS REEVES CENG.,	\$4,490.00	251024		036504.01.004.00
9/11/2025	IN101653786	S & S WORLDWIDE, IN	\$71.25	251014		073104.01.004.02
9/11/2025	6039642978	STAPLES BUSINESS A	\$149.86	250934		016204.01.004.00

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
9/11/2025	6040156666	STAPLES BUSINESS A	\$120.80	250935		016204.01.004.00
9/11/2025	6038242888	STAPLES BUSINESS A	\$208.34	250932		016204.01.004.00
9/11/2025	6038322398-603	STAPLES BUSINESS A	\$772.86	251015		016204.01.004.00
9/11/2025	6039717072	STAPLES BUSINESS A	\$188.51	250933		016204.01.004.00
9/11/2025	2751374	THE RECORD	\$31.18	250936		016204.01.004.00
9/11/2025	2025090155408	TWIN BRIDGES WASTE	\$150.00	250939		073104.01.004.04
9/11/2025	738044	TWIN BRIDGES WASTE	\$2,298.60	250944		081604.01.004.00
9/11/2025	737275	TWIN BRIDGES WASTE	\$22.50	250943		081604.01.004.00
9/11/2025	741449	TWIN BRIDGES WASTE	\$1,306.50	251016		081604.01.004.00
9/11/2025	730309	TWIN BRIDGES WASTE	\$1,979.40	250945		081604.01.004.00
9/11/2025	2025090155408	TWIN BRIDGES WASTE	\$116.25	250941		073104.01.004.04
9/11/2025	2025090155407	TWIN BRIDGES WASTE	\$150.00	250940		073104.01.004.04
9/11/2025	2025090155408	TWIN BRIDGES WASTE	\$265.00	250937		073104.01.004.04
9/11/2025	736884	TWIN BRIDGES WASTE	\$120.67	250942		081604.01.004.00
9/11/2025	2025090155408	TWIN BRIDGES WASTE	\$214.50	250938		073104.01.004.01
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$91.02	250946		011104.01.004.00
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$172.23	250946		016204.01.004.00
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$11.25	250946		014104.01.004.00
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$11.39	250946		013554.01.004.00
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$5.92	250946		036204.01.004.00
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$71.78	250946		035104.01.004.00
9/11/2025	AUGUST	VERIZON	\$37.99	251025		016204.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		016204.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		014204.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		050104.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		016204.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		036204.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		016204.01.004.00
9/11/2025	AUGUST	VERIZON	\$70.58	251025		016204.01.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		036204.01.004.00
9/11/2025	JULY/AUG	WALMART CAPITAL ON	\$683.26	250992		016204.01.004.00
Total #####						

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
HIGHWAY FUND DA						
9/11/2025	P11/38379	ALTA CONSTRUCTION	\$465.65	250960		051304.03.004.00
9/11/2025	10776-10777	AMERICAN AERIAL LLC	\$1,575.00	250961		051304.03.004.00
9/11/2025	05163439620/44	AUTOZONE, INC.	\$81.90	250962		051304.03.004.00
9/11/2025	1219793	CALLANAN INDUSTRIE	\$1,388.34	250963		051104.03.004.00
9/11/2025	PG95706	CAPITAL TRACTOR, IN	\$332.95	251027		051304.03.004.00
9/11/2025	22487	CAPITOL SUPPLY CO.,	\$773.26	250964		051304.03.004.00
9/11/2025	AUGUST 2025	CARD SERVICES	\$642.90	250993		051104.03.004.00
9/11/2025	4184	CHRISTIAN'S EAGLE MI	\$26.00	250965		051304.03.004.00
9/11/2025	2465232-246849	COOK BROTHERS TRU	\$1,035.41	251028		051304.03.004.00
9/11/2025	9403530221	CRAFCO, INC	\$2,000.00	250966		051104.03.004.00
9/11/2025	SEPT 25	CSEA EMPLOYEE BEN	\$131.89	250997		090608.03.008.00
9/11/2025	25112	DIAMOND OVERHEAD	\$340.00	250967		051104.03.004.00
9/11/2025	63766	DOUGLAS INDUSTRIAL	\$225.00	250968		051304.03.004.00
9/11/2025	AUGUST 2025	FACTORY MOTOR PAR	\$725.70	250969		051304.03.004.00
9/11/2025	2574-2676	HATCHET HARDWARE	\$114.63	250956		051104.03.004.00
9/11/2025	0000571139	HAUN WELDING SUPPL	\$64.48	250970		051304.03.004.00
9/11/2025	18210	MILLERTOWN GARAGE	\$20.00	250971		051304.03.004.00
9/11/2025	64233-87778	MIRABITO ENERGY PR	\$13,030.47	251029		051304.03.004.00
9/11/2025	P72908	MONROE TRACTOR	\$53.98	250973		051304.03.004.00
9/11/2025	118069	MONTAGE ENTERPRIS	\$50.09	250972		051304.03.004.00
9/11/2025	CINV013234	MVP SELECT CARE, IN	\$39.00	251020		090608.03.008.00
9/11/2025	380985-381830	NAPA AUTO PARTS	\$8.22	251018		051304.03.004.00
9/11/2025	4TH QTR OFF/G	NYS MUNIC. WORKERS	\$9,328.86	251010		090408.03.008.00
9/11/2025	3310941	OMNI SERVICES OF NE	\$234.94	250975		051304.03.004.00
9/11/2025	9697	POLARO SAND & GRAV	\$5,106.76	250976		051424.03.004.00
9/11/2025	274507	POLSINELLO LUBRICA	\$219.95	251030		051304.03.004.00
9/11/2025	416077-416498	RAY ENERGY	\$1,241.69	250977		051304.03.004.00
9/11/2025	3906	SYCAWAY BICYCLE SA	\$143.88	250978		051104.03.004.00
9/11/2025	X201176601:01-	TRACEY ROAD CO.	\$296.29	250979		051304.03.004.00
9/11/2025	INVTSG4898-52	TROY SAND & GRAVEL	\$857.14	250980		051104.03.004.00
9/11/2025	AUGUST 2025	UNIFIRST CORPORATI	\$636.73	250982		051304.03.004.00

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
9/11/2025	24298	WATKINS SPRING CO I	\$710.29	250981		051304.03.004.00
Total			\$41,901.40			

WATER FUND

9/11/2025	142411-142443	CAPITAL AGWAY	\$213.91	250951		083404.08.004.00
9/11/2025	SEPT 2025	CHARTER COMMUNICA	\$204.99	250952		083404.08.004.00
9/11/2025	SEPT 25	CSEA EMPLOYEE BEN	\$39.02	250997		090608.08.008.00
9/11/2025	2509-068112	CURTIS LUMBER (SCH	\$221.76	251017		083404.08.004.00
9/11/2025	2509-072994	CURTIS LUMBER (SCH	\$123.11	251031		083404.08.004.00
9/11/2025	92007967	F W WEBB COMPANY	\$1,365.00	250954		083404.08.004.00
9/11/2025	9607621712/961	GRAINGER	\$1,709.85	250955		083404.08.004.00
9/11/2025	2574-2676	HATCHET HARDWARE	\$273.77	250956		083404.08.004.00
9/11/2025	CINV013234	MVP SELECT CARE, IN	\$13.00	251020		090608.08.008.00
9/11/2025	4TH QTR OFF/G	NYS MUNIC. WORKERS	\$2,073.08	251010		090408.08.008.00
9/11/2025	ALB09471	SIEWERT EQUIPMENT	\$6,040.50	250957		083404.08.004.00
9/11/2025	INV0188634	TI SALES	\$68,640.00	250958		083402.08.002.00
9/11/2025	200789056-6050	TRACTOR SUPPLY CR	\$208.91	251032		083404.08.004.00
9/11/2025	122961	TROY BOILER WORKS	\$1,408.13	250959		083404.08.004.00
9/11/2025	AUGUST 2025	U.S. POSTAL SERVICE	\$87.32	250946		083104.08.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		083404.08.004.00
9/11/2025	AUGUST	VERIZON	\$37.99	251025		083404.08.004.00
9/11/2025	AUGUST	VERIZON	\$31.25	251025		083404.08.004.00
Total			\$82,722.84			

SEWER FUND

9/11/2025	SEPT 2025	CHARTER COMMUNICA	\$99.34	250952		081304.09.004.00
9/11/2025	SEPT 25	CSEA EMPLOYEE BEN	\$9.46	250997		090608.09.008.00
9/11/2025	AUGUST	NATIONAL GRID	\$198.34	251006		081304.09.004.00
9/11/2025	4TH QTR OFF/G	NYS MUNIC. WORKERS	\$518.27	251010		090408.09.008.00
Total			\$825.41			

SPECIAL SEWER DISTRICT #6

9/11/2025	SEPT 25	CSEA EMPLOYEE BEN	\$11.14	250997		090608.13.008.00
9/11/2025	135851	HOLLAND PUMP	\$3,237.15	250947		081304.13.004.00

Inv. Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number
9/11/2025	5773	KELLEY, TODD	\$11,875.00	251003		081304.13.004.00
9/11/2025	4TH QTR OFF/G	NYS MUNIC. WORKERS	\$259.14	251010		090408.13.008.00
9/11/2025	20004594303	TOLLS BY MAIL PROCE	\$20.66	250948		081304.13.004.00
Total			\$15,403.09			
SPECIAL FIRE DISTRICTS						
9/11/2025	SPECIAL FIRE 4	NYS MUNIC. WORKERS	\$4,665.10	250950		090408.14.008.08
9/11/2025	SPECIAL FIRE 4	NYS MUNIC. WORKERS	\$2,784.20	250950		090408.14.008.09
9/11/2025	SPECIAL FIRE 4	NYS MUNIC. WORKERS	\$630.20	250950		090408.14.008.10
Total			\$8,079.50			
TRUST & AGENCY FUND TA						
9/11/2025	202113800004	LABERGE ENGINEERIN	\$1,787.50	251026		000030.99.000.00
Total			\$1,787.50			
Grand Total			\$1,230,469.91			

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AUTHORIZATION FOR PAYMENT

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
GENERAL FUND A							
8/19/2025	8-19-25	BOURGAULT, KYLE	\$700.00	250908		073104.01.004.03	2021935
8/19/2025	8-19-25	LIVE SOUND INC.	\$800.00	250907		073104.01.004.03	2021936
Total			\$1,500.00				
Grand Total			\$1,500.00				

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Town Of Brunswick

Abstract Of Vouchers - Paid

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
<u>GENERAL FUND A</u>							
8/26/2025	SEP-25	CDPHP UNIVERSAL BE	\$4,211.78	250911		090608.01.008.00	2021937
8/26/2025	AUG-2025	CONSTELLATION NEW	\$452.27	250912		073104.01.004.03	2021938
8/26/2025	AUG-2025	CONSTELLATION NEW	\$1,429.75	250912		016204.01.004.00	2021938
8/26/2025	AUG-2025	CONSTELLATION NEW	\$153.84	250912		016204.01.004.00	2021938
8/26/2025	AUG-2025	CONSTELLATION NEW	\$6.63	250912		051824.01.004.00	2021938
8/26/2025	08-26-25	LIVE SOUND INC.	\$800.00	250909		073104.01.004.03	2021939
8/26/2025	SEP-25	MVP HEALTH CARE, IN	\$22,500.92	250914		090608.01.008.00	2021940
8/26/2025	AUG-2025	NATIONAL GRID	\$12.45	250915		051824.01.004.00	2021941
8/26/2025	AUG-2025	NATIONAL GRID	\$223.23	250915		016204.01.004.00	2021941
8/26/2025	AUG-2025	NATIONAL GRID	\$938.10	250915		016204.01.004.00	2021941
8/26/2025	AUG-2025	NATIONAL GRID	\$306.18	250915		073104.01.004.03	2021941
8/26/2025	AUG-2025	NRG BUSINESS MARKE	\$4.20	250913		073104.01.004.03	2021942
8/26/2025	AUG-2025	NRG BUSINESS MARKE	\$185.17	250913		016204.01.004.00	2021942
8/26/2025	AUG-2025	NRG BUSINESS MARKE	\$9.49	250913		016204.01.004.00	2021942
8/26/2025	SEPT-25	SUN LIFE	\$227.67	250916		090458.01.008.00	2021943
8/26/2025	08-26-25	WHISKEY HIGHWAY	\$600.00	250910		073104.01.004.03	2021945
Total			\$32,061.68				
<u>HIGHWAY FUND DA</u>							
8/26/2025	SEP-25	MVP HEALTH CARE, IN	\$14,452.52	250914		090608.03.008.00	2021940
8/26/2025	AUG-2025	NATIONAL GRID	\$38.59	250915		051404.03.004.00	2021941
8/26/2025	AUG-2025	NRG BUSINESS MARKE	\$17.94	250913		051404.03.004.00	2021942
Total			\$14,509.05				
<u>WATER FUND</u>							
8/26/2025	AUG-2025	CONSTELLATION NEW	\$23.38	250912		083404.08.004.00	2021938
8/26/2025	AUG-2025	CONSTELLATION NEW	\$2,593.10	250912		083404.08.004.00	2021938
8/26/2025	SEP-25	MVP HEALTH CARE, IN	\$7,226.25	250914		090608.08.008.00	2021940
8/26/2025	AUG-2025	NATIONAL GRID	\$977.86	250915		083404.08.004.00	2021941

Paid Date	Inv. No.	Vendor	Amount	Voucher #	Description	GL Number	Check #
8/26/2025	AUG-2025	NATIONAL GRID	\$38.11	250915		083404.08.004.00	2021941
8/26/2025	SEPT-25	SUN LIFE	\$6.51	250916		090458.08.008.00	2021943
8/26/2025	AUG25 WATER	U.S. POSTMASTER	\$1,135.37	250917		083104.08.004.00	2021944

Total \$12,000.58

SEWER FUND

8/26/2025	AUG-2025	CONSTELLATION NEW	\$175.51	250912		081304.09.004.00	2021938
8/26/2025	SEP-25	MVP HEALTH CARE, IN	\$216.36	250914		090608.09.008.00	2021940
8/26/2025	AUG-2025	NATIONAL GRID	\$249.56	250915		081304.09.004.00	2021941
8/26/2025	AUG-2025	NATIONAL GRID	\$80.72	250915		081304.09.004.00	2021941
8/26/2025	SEPT-25	SUN LIFE	\$4.41	250916		090458.09.008.00	2021943

Total \$726.56

SPECIAL SEWER DISTRICT #6

8/26/2025	AUG-2025	CONSTELLATION NEW	\$236.36	250912		081304.13.004.00	2021938
8/26/2025	SEP-25	MVP HEALTH CARE, IN	\$216.36	250914		090608.13.008.00	2021940
8/26/2025	AUG-2025	NATIONAL GRID	\$208.69	250915		081304.13.004.00	2021941
8/26/2025	SEPT-25	SUN LIFE	\$5.40	250916		090458.13.008.00	2021943

Total \$666.81

Grand Total \$59,964.68

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