

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

**Meeting Date: Tuesday, October 15, 2019  
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the October 2, 2019 meeting.
2. Transfer of funds in the Town Clerk's 2019 Budget (Town Clerk) – Request from Dan Aman for Town Board action to approve the following transfer of funds in the Town Clerk's budget:  
From: A.CLERK.1610.4.49 Supplies & Contractual Exp \$ 1,049.17  
To: A.CLERK.1410.2.12 Office Furniture \$ 1,049.17  
To transfer funds to allow for the replacement of four (4) office chairs for the Town Clerk's Office (see letter from D. Aman).
3. Transfer of funds in the 2019 Highway Department for Town tree removal services (Highway Dept.) – Request from Tim Anderson for Town Board action to approve the following transfer of funds in the Highway budget (General Fund):  
From: A.HWY.7110.2.30 Equipment \$ 400.00  
A.HWY.7110.4.41 Maintnace./Repair Service 5,475.00  
A.HWY.7110.4.45 Equipment Rental 1,200.00  
A.HWY.7110.4.74 Memberships/Training 500.00  
A.HWY.8160.4.81 Postal Charges 2,690.00  
A.HWY.8160.4.83 Printing/Copy Charges 800.00  
To: A.DPW.8560.4.43 Tree Replacement 11,065.00  
The funds to be used for additional emergency removals of Town trees within the Town's right-of-way that could pose a hazard to the traveling public (see letter from T. Anderson).
4. Authorize Intermunicipal Agreement with Monroe County regarding Cooperation to Reduce Strom Pollution and Protect Water Quality (Public Works Dept.) – Request from Mike Guyon for Town Board action to approve and authorize the Supervisor to execute a contract with Monroe County regarding the Cooperation to Reduce Pollution and Project Water Quality Agreement. This agreement will be effective January 1, 2020 through December 31, 2024 with the fee determined annually by the Coalition's Executive Committee (see letter from M. Guyon).

5. Authorize renewal contract with Penflex, Inc. as TPA for West Brighton Fire Protection District LOSAP – Request from Suzanne Zaso for Town Board action to authorize the Supervisor to execute a renewal contract with Penflex, Inc. for third party administration services are related to the West Brighton Fire Protection District's Length of Service Award Program. The contract is for a one year period 11/1/2019 – 10/31/2020 with a base fee of \$3,800, GASB 73 fee of \$950, and certification and trustee directive letters are \$125 each (no change in contract pricing from the previous year.) (see letter from S. Zaso).
6. Discuss the 2020 FASC Meeting Schedule (draft attached).

**The next regularly scheduled meeting of the FASC will be held on Tuesday, NOVEMBER 5<sup>th</sup>, 2019 at 3:30 p.m. in the Stage Conference Meeting Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.**

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



Town of  
**Brighton**

## Office of the Town Clerk

*2*  
**Daniel Aman, RMC**  
**Town Clerk & Receiver of**  
**Taxes**

October 14, 2019

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

Dear Board Members:

I am requesting Town Board authorization to transfer funds as follows:

From: A.CLERK.1610.4.49 Supplies & Contractual Expense	\$1,049.17
To: A.CLERK.1410.2.12 Office Furniture	\$1,049.17

These transfers will allow for the replacement of four (4) chairs in the Town Clerk's Office.

Respectfully,



Daniel Aman  
Brighton Town Clerk



## Highway Department

Commissioner of Public Works – Michael Guyon, P.E.

Tim Anderson  
Deputy Highway  
Superintendent

October 11, 2019

Honorable Finance Committee  
Town of Brighton  
2300 Elmwood Ave.  
Rochester, NY 14618

Re: Transfer of funds: Emergency Tree Removals

Dear Chairman Diponzo and Committee Members:

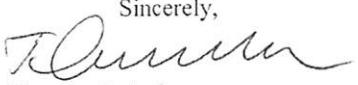
I recommend that a transfer be approved from the following:

Highway – Parks – Highway Equipment (A. HWY.7110 2.30) in the amount of \$400  
And  
Highway – Parks – Maintenance/Repair Service (A. HWY.7110 4.41) in the amount of \$5,475  
And  
Highway – Parks – Equipment Rental Services (A. HWY.7110 4.45) in the amount of \$1,200  
And  
Highway – Parks – Memberships & Training (A. HWY.7110 4.74) in the amount of \$500  
And  
Highway – Town Landfill – Postage Charges (A. HWY.8160 4.81) in the amount of \$2,690  
And  
Highway – Town Landfill – Printing/Copy Charges (A. HWY.8160 4.83) in the amount of \$800

To the following:

Department of Public Works – Tree Replacement Program – Landscaping Services (A. DPW.8560 4.43) in the amount of \$11,065

The funds are proposed to be used for additional emergency removals of Town trees within the Town right-of-way that are a hazard to the traveling public. I will be available to answer any questions if needed.

Sincerely,  
  
Timothy J. Anderson  
Deputy Highway Superintendent

Cc: B. Monroe  
P. Parker  
M. Guyon  
A. Bunker



Town of  
**Brighton**

4a  
**Public Works  
Department**

**Mike Guyon, P.E.**  
Commissioner of Public  
Works

October 10, 2019

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

Re: Intermunicipal Agreement Regarding Cooperation to Reduce Stormwater Pollution and Protect Water Quality in Monroe County 2020 – 2024

Dear Councilperson DiPonzo and Committee Members:

I am requesting that the Finance and Administrative Services Committee recommend that the Town Board authorize the Supervisor to execute an intermunicipal agreement regarding cooperation to reduce stormwater pollution and protect water quality in Monroe County. The intermunicipal agreement is among approximately 25 local governments and Monroe County. The term of this Agreement shall be from January 1, 2020 through December 31, 2024. A copy of the proposed agreement is attached for your reference. The agreement indicates that the Town shall pay an annual membership fee to fund the implementation of programs. This fee is determined annually by the Coalition's Executive Committee, approved by the Coalition members, and documented in the meeting minutes. The current fee schedule is included as Exhibit "C" of the intermunicipal agreement. This agreement will allow the Town to work cooperatively with the Monroe County Stormwater Coalition to facilitate compliance with the NYS Stormwater MS4 General Permit requirements, reduce stormwater pollution and improve water quality.

The Town of Brighton entered into a similar agreement with Monroe County in 2015 whose term extended from January 1, 2015 to December 31, 2019. The intermunicipal agreement referenced above replaces the 2015 agreement. The 2019 agreement does not include substantial changes to the contract language.

The agreement has been submitted to the Town attorney for review.

I am requesting that the FASC recommend that the Town Board authorize the Supervisor to execute an Intermunicipal Agreement Regarding Cooperation to Reduce Stormwater Pollution and Protect Water Quality with the County of Monroe.

As always, thank you for your consideration. I will be in attendance at your regularly scheduled October 15, 2019 meeting in the event that you have any questions regarding this matter.

Sincerely,

Michael E. Guyon

cc: P. Parker  
B. Monroe

Attachment

**INTERMUNICIPAL AGREEMENT  
REGARDING COOPERATION TO REDUCE STORMWATER POLLUTION AND  
PROTECT WATER QUALITY IN MONROE COUNTY**

An INTERMUNICIPAL AGREEMENT among the CITY OF ROCHESTER, 30 Church Street, Rochester, NY 14614, the Towns of BRIGHTON, 2300 Elmwood Avenue, Rochester, New York 14618; CHILI, 3333 Chili Avenue, Rochester, NY 14624; CLARKSON, P.O. Box 858, 3710 Lake Road, Clarkson, NY 14430; GATES, 1605 Buffalo Road, Rochester, NY 14624; GREECE, 1 Vince Tofany Blvd., Rochester, NY 14616; HAMLIN, 1658 Lake Road, Hamlin, NY 14464; HENRIETTA, 475 Calkins Road, Henrietta, NY 14467; IRONDEQUOIT, 1280 Titus Avenue, Rochester, NY 14617; MENDON, 16 W. Main Street, Honeoye Falls, NY 14472; OGDEN, 269 Ogden Center Road, Spencerport, NY 14559; PARMA, 1300 Hilton-Parma Road, Hilton, NY 14468; PENFIELD, 3100 Atlantic Avenue, Penfield, NY 14526; PERINTON, 1350 Turk Hill Road, Fairport, NY 14450; PITTSFORD, 11 S. Main Street, Pittsford, NY 14534; RIGA, 6460 E. Buffalo Road, Churchville, NY 14428; SWEDEN, 18 State Street, Brockport, NY 14420; and WEBSTER, 1000 Ridge Road, Webster, NY 14580; and hereinafter referred to as "Stormwater Coalition of Monroe County City/Town Members", the Villages of BROCKPORT, 49 State Street, Brockport, NY 14420; CHURCHVILLE, 23 E. Buffalo Street, Churchville, NY 14428; EAST ROCHESTER, 120 West Commercial Street, East Rochester, NY 14445; FAIRPORT, 31 South Main Street, Fairport, NY 14450; HILTON, 59 Henry Street., Hilton, NY 14468; PITTSFORD, 21 North Main Street, Pittsford, NY 14534; SCOTTSVILLE, 22 Main Street, Scottsville, NY 14546; SPENCERPORT, 27 West Avenue, Spencerport, NY 14559; and WEBSTER, 28 West Main Street, Webster, NY 14580, hereinafter referred to as "Stormwater Coalition of Monroe County Village Members"; and the STATE UNIVERSITY of NEW YORK at BROCKPORT, 350 New Campus Drive, Brockport, NY 14420, hereinafter referred to as "Stormwater Coalition of Monroe County Organization Member"; and the COUNTY OF MONROE, a municipal corporation with offices at 39 West Main Street, Rochester, NY, hereinafter referred to as "County". All parties to the Agreement are collectively the "Stormwater Coalition of Monroe County" or the "Coalition".

**WITNESSETH**

WHEREAS, the members of the Coalition recognize the importance of protecting water quality and the value to the community of streams, rivers, bays, lakes and other waterways; and

WHEREAS, certain members of the Coalition that own or operate municipal separate storm sewer systems (MS4) must comply with applicable Federal and New York State regulations; and

WHEREAS, the Coalition members recognize that, because watersheds and separate storm sewer systems cross municipal boundaries there are opportunities to save money and resources, and increase effectiveness by working collaboratively, the members should work cooperatively to reduce stormwater pollution and protect water quality; and

WHEREAS, the Monroe County Legislature, by Resolution No. \_\_\_ of 2019, adopted on December 10, 2019, and the Administrative Board of the Rochester Pure Water's District by Resolution No. 19R-\_\_\_, adopted on December 10, 2019, copies of said Resolutions are attached hereto as Exhibit "A", authorized the County to enter into such an Intermunicipal Agreement and any amendments

thereto, and authorized the County Executive, or his/her designee, to execute said Agreement on behalf of the County; and

WHEREAS, the City Council, Town Boards and Village Boards by Resolution or Ordinance, authorized said City, Town or Village to enter into such Intermunicipal Agreement and authorized the mayor of said City, the supervisor of said Town and the mayor of said Village or their designees, to execute said Agreement on behalf of said City, Towns or Villages, a copy of said Resolution or Ordinance is attached hereto as Exhibit "B"; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Term of Agreement

- A. The term of this Agreement shall be from January 1, 2020 through December 31, 2024. This Agreement may be renewed, amended, or terminated. Any party may withdraw from this agreement upon sixty (60) days written notice to the other parties, including the current Chair of the Coalition at 145 Paul Road, Rochester, NY 14624.

2. Authorized Work of the Coalition

The Coalition's purpose is to work collaboratively to:

- A. Facilitate compliance with the New York State MS4 General Permit requirements.
- B. Reduce stormwater pollution and improve water quality. Secondary benefits may include a reduction in flood damage, economic development, improvements to fish and wildlife habitat, and recreation.
- C. Facilitate the use of existing or future resources, organizations, and programs for the provision of the services to reduce stormwater pollution, to protect water quality and to restore natural hydrology while enhancing efficiency. These services may include, but are not limited to educating the public on minimizing stormwater pollution, involving the public in Coalition projects and programs, conducting illicit discharge detection and elimination efforts, assisting with construction site runoff control and post-construction stormwater management, and implementing pollution prevention practices at municipal facilities.
- D. Share resources, including, but not limited to: staff time, equipment, supplies, technology and services.

3. The Coalition Membership Fees shall be as follows:

- A. Each Coalition member shall pay an annual membership fee, subject to change and approval, for the Coalition to fund the implementation of programs. This fee is determined annually by the Coalition's Executive Committee, approved by Coalition, and documented in the meeting minutes. The current Membership Fee Schedule is included in this Agreement as Exhibit "C".
- B. Membership fees shall be paid to Monroe County by the date established by the Coalition. Upon payment in full, a municipality or organization shall become a "Member." With approval from the Executive Committee, payment arrangements may be negotiated with the County for extenuating circumstances. In such cases the municipality or organization is considered a member prior to payment in full.
- C. Membership fees will be held by the County in a trust account. Requests by Coalition staff or Coalition members to expend the membership fees will be submitted to the Executive Committee and the Coalition for their approval as defined in Section 5.B. herein. Approval for expenditures and contracts will be documented in writing, signed by the Chair of the Coalition and submitted to the County for action. The County Executive or his/her designee is authorized to appropriate and expend the membership fees and execute contracts as approved by the Coalition.
- D. The Coalition shall research and implement an appropriate funding mechanism for future cooperative projects and programs.

#### 4. Responsibilities of the Coalition

- A. Each member shall designate an official representative to serve on the Coalition. The designee shall be responsible to attend and participate in meetings of both the Coalition and the task groups created to reduce stormwater pollution, to improve water quality and to transmit stormwater information to their municipality or organization. The designee shall also be responsible to obtain opinions on stormwater issues from their municipality or organization and to share such opinions with the Coalition membership. Each member may also designate additional representatives to participate in the work of the Coalition in cooperation and coordination with the official representative.
- B. The County will serve as the fiscal agent and host the staff of the Coalition. In order to ensure that the Coalition's compliance programs can continue uninterrupted, the Monroe County Department of Environmental Services will fund the existing two (2) full-time equivalent positions that staff the Coalition, through the Rochester Pure Waters District (RPWD), until a long-term funding solution is established. This contribution will be made in lieu of the County or the RPWD paying membership fees. Staffing services shall include, but are not limited to: coordination of the Coalition, the Executive Committee and the task groups, development of the Coalition workplan, management of Coalition projects, applying for grant funding, and coordination of awarded grants. Staff

shall also manage the implementation of the membership fee and provide annual reporting of cooperative program activities. Either the Coalition or the County may terminate this staffing services portion of the Agreement upon mutual consent. Notice to the County shall be sent to the Monroe County Executive, 39 West Main Street, Rochester, NY 14614. Notice to the Coalition shall be sent to the Chair of the Coalition, 145 Paul Road, Rochester, NY 14624.

C. The Coalition recognizes that consistency in staffing services is important to the long term program plan. The Monroe County Department of Environmental Services will notify the Executive Committee of any significant staffing changes that impact the current services provided.

##### **5. Coalition Officer Responsibilities, Voting Processes and Term Limits**

A. The officers of the Coalition shall be the Chair and Vice-Chair. The officers shall be Members and serve two-year terms. The duties and responsibilities of the Chair shall be to provide leadership for the Coalition, preside at meetings and function as the official spokesperson for the Coalition. The Vice-Chair shall assist the Chair and subsequently may assume the Chair position for a two-year term.

B. A quorum constituting more than 50% of the Members is required to make decisions regarding Coalition business including the election of officers and the expenditure of membership fees. Coalition decisions and recommendations are generally made by consensus of the quorum present.

When the Coalition can not reach consensus, voting will be used for decision-making. Each Member shall have one (1) vote. An officially designated alternate to the official representative may vote in the absence of this representative. In the case of a tie vote, the Chair shall cast the tie-breaking vote. Voting by email is permitted.

C. The Executive Committee shall be elected by the Coalition and shall consist of at least seven (7) Members including the Coalition Chair and Vice-Chair. The Committee shall include at least one (1) Village Member and two (2) Town Members. Members of the Executive Committee shall serve two-year terms and may serve a maximum of three (3) consecutive terms.

D. The Executive Committee shall meet a minimum of four (4) times per year. The meetings are open to any interested Coalition members to attend. The roles of the Executive Committee are as follows:

- The Executive Committee shall act on behalf of the Coalition between scheduled meetings based on decisions made at Coalition meetings.
- The Executive Committee shall act on tasks delegated by the Coalition.
- The Executive Committee shall make recommendations to the Coalition regarding the workplan, projects, use of staff providing service under this

Agreement, implementation of a long-term funding mechanism and the membership fee, as well as the use of membership funds.

**6. Agreement Limitations**

- A. This Agreement may be modified or amended only in writing duly executed by all parties, which shall be attached to and become a part of this Agreement.
- B. Each party shall indemnify and hold harmless the other, its officers, agents and assigns for all liability arising out of its activities under this Agreement.
- C. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of NY State without regard or reference to its conflict of laws and principles.

**7. Execution**

- A. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as written on the signature pages.

**COUNTY OF MONROE**

By \_\_\_\_\_  
Cheryl Dinolfo  
County Executive

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**Municipality**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Federal ID Number or  
Social Security Number

State of New York    )  
                          )        ss:  
County of Monroe    )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Dinolfo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York    )  
                          )        ss:  
County of Monroe    )

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

\_\_\_\_\_  
Notary Public

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**EXHIBIT "A"**

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**EXHIBIT "B"**

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**EXHIBIT "C"**

**Stormwater Coalition of Monroe County**

**Membership Fee Schedule**

<b>Member</b>	<b>Base Fee</b>	<b>Population</b>	<b>Supplemental Fee</b>	<b>Total Fee</b>
Brighton	5,000	36,609	5,125	10,125
Brockport	2,500	8,366	1,171	3,671
Chili	5,000	28,625	4,008	9,008
Churchville	1,250	1,961	-	1,250
Clarkson	5,000	6,736	943	5,943
East Rochester	2,500	6,587	922	3,422
Fairport	2,500	5,353	749	3,249
Gates	5,000	28,400	3,976	8,976
Greece	5,000	96,095	13,453	18,453
Hamlin	2,500	9,045	-	2,500
Henrietta	5,000	42,581	5,961	10,961
Hilton	2,500	5,886	824	3,324
Irondequoit	5,000	51,692	7,237	12,237
Mendon	5,000	6,478	907	5,907
Monroe County	-	744,344	-	-
Ogden	5,000	16,255	2,276	7,276
Parma	5,000	9,747	1,365	6,365
Penfield	5,000	36,242	5,074	10,074
Perinton	5,000	41,109	5,755	10,755
Pittsford (T)	5,000	28,050	3,927	8,927
Pittsford (V)	2,500	1,335	187	2,687
Riga	2,500	3,629	-	2,500
Rochester	5,000	210,565	-	5,000
Scottsville	2,500	2,001	280	2,780
Spencerport	2,500	3,601	504	3,004
SUNY Brockport	2,500	8,312	-	2,500
Sweden	2,500	5,809	-	2,500
Webster (T)	5,000	37,242	5,214	10,214
Webster (V)	5,000	5,399	756	5,756
<b>Total</b>				<b>179,364</b>

Notes:

- The base fee for MS4 towns, educational institutions, and the City of Rochester is \$5,000 and for MS4 villages \$2,500. The base fee for non-MS4 towns is \$2,500 and for non-MS4 villages is \$1,250.
- Population data is from the 2010 census. In those towns with villages within their boundaries, the population listed does not include the population within the village.
- The supplemental fee is based on population (\$0.14 per resident).
- Non-MS4s are not assessed a supplemental fee.
- The County is providing staffing and other in-kind services in lieu of paying a fee.



Town of  
**Brighton**

## Finance Department

Director of Finance – Paula Parker

**Suzanne Zaso**  
Assistant Director of  
Finance

October 11, 2019

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

Re: W. Brighton Fire Protection District - Length of Service Award Program (LOSAP)  
Contract Renewal with Penflex, Inc.

Dear Honorable Members,

I am recommending that Your Honorable Body authorize the Supervisor to execute a renewal agreement with Penflex, Inc. for the period of November 1, 2019 through October 31, 2020 through which Penflex would continue to serve as the third-party administrator for the West Brighton Fire Protection District's Service Award Program. In addition, I am recommending that the new agreement include additional services from Penflex to provide the actuarial accounting of the net pension liability of the program as required by GASB Statement No. 73. This information will need to be disclosed on the balance sheet and footnotes of the Town's financial statements.

The base fee for 2019/20 will be \$3,800 and certification and trustee directive letters will be \$125 each. The fee for the GASB 73 package will be \$950. These fees have not changed from the prior year.

Penflex has been of great assistance in helping the Town to better understand the financial implications and impacts of the Service Award Program. I recommend that the Town Board allow us to continue this beneficial relationship.

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

Sincerely,

Suzanne Zaso

WEST BRIGHTON FIRE PROTECTION DISTRICT  
SERVICE AWARD PROGRAM

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**Standard Services Fee Schedule**

Base Fee: \$3,800, \$0 change from 2018

Per-Participant Fee: \$0, \$0 change from 2018

Payment certification and trustee directive letters: \$125 per letter, \$0 change from 2018

**Total Estimated Standard and Distribution Services Fees: \$4,100**

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**Preparation of Financial Statement Disclosures**

Disclosure Packages Provided For Program Year 2018:

NYS LOSAP Audit Package: No

GASB 73 Package: Yes

Auditing Firm: Mengel Metzger Barr & Co. LLP

Contact Name: Raymond Wager

Email Address: [rwager@mmb-co.com](mailto:rwager@mmb-co.com)

Please Check 'Yes' Or 'No' For Program Year 2019:

Complete the NYS LOSAP Audit Package for a fee of \$495:  Yes  No

This is a \$0 change from 2018. Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package for a fee of \$950:  Yes  No

This is a \$0 change from 2018. Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample GASB 73 package, please email: [info@penflexinc.com](mailto:info@penflexinc.com).

**PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.**

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All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

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Supervisor  
Town of Brighton

Edward J. Holohan  
Edward J. Holohan, ASA  
President, Penflex, Inc.

# PENFLEX, INC.

## SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare for the record and for audit purposes an Annual Service Award Program Report which:
  - a. documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost;
  - b. accounts for changes in the Program assets;
  - c. discloses the accrued monthly Service Award (defined benefit plans) or accounts for changes to the Service Award account balance (defined contribution plans) for each participant;
  - d. summarizes the major provisions of the Program;
  - e. lists current payment recipients;
  - f. includes a service credit listing for current participants;
  - g. provides a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans only); and
  - h. includes "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as an increase in Program funding costs).
2. Prepare an annual Service Award Program Participant Statement for each participant.
3. Communicate with the sponsor's governing board and Department/Company officials to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation.
4. Provide forms and instructions to enroll new volunteers, change beneficiaries, process benefit payments, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the sponsor's governing board, posted by the Department/Company and sent to Penflex.
6. Project the Service Award Program cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the program.
8. Trained staff available to answer questions from officials and designated client contact persons during normal business hours.
9. Review and reconcile financial statements from custodian, investment, and/or insurance providers.
10. Process payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the recipient, custodian, and/or paying agent when necessary.
11. Answer routine questions from auditors about the Service Award Program and the Annual Report.
12. Prepare vouchers for payments to the Service Award Program Trust Fund, if necessary.
13. Prepare and communicate preliminary cost estimates of proposed changes to Program.
14. Help clients resolve Program funding issues.
15. Advise clients about Program compliance with applicable laws.