

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

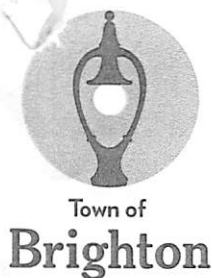
**Meeting Date: Wednesday, November 4, 2020
Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the October 20, 2020 meeting.
2. Budget Amendment to utilize Forfeited Property funds to complete the community survey (Police Dept.) – Request from Chief David Catholdi for Town Board action to amend the budget as follows:
 To account: A.POLCE.3125.4.49 Contracted Services \$5,500
 From account: A.889.JSTCE Reserve Fund \$5,500
Funds to be used in accordance with Executive Order #203 New York State Police Reform and Reinvention Collaborative to conduct a community survey to gauge the level of satisfaction the community has with the Brighton Police Department. Roberts Wesleyan College will be conducting the survey (see letter from D. Catholdi).
3. Replace original Sirness Vending contract with amended version adding the Recreation location and fee paid to the Town (Public Works – Facilities Dept.) – Request from Mike Guyon for Town Board action to approve the new agreement with Sirness Vending Service. This agreement adds the recreation location and increases the fee paid to the Town from \$250 to \$500 annually. This contract will replace the previous contract which is null and void (see letter from M. Guyon).
4. Approve an intermunicipal agreement with Monroe County for the distribution of CARES Act funds (Finance Dept.) – Request from Paula Parker for Town Board action to approve an intermunicipal agreement with Monroe County and authorize the Supervisor to execute the agreement to facilitate the distribution of CARES Act funding. A detailed claim has been submitted to Monroe County per their instructions and it is unknown at this time what the level of reimbursement to the Town will be or when these funds might be received (see letter from P. Parker).
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 11/1/2020 – 10/31/2021 with a base fee of \$3,900 (\$100 increase from 2019/2020), GASB 73 fee of \$950, and certification and trustee directive letters are \$125 each (no change in this part of the contract pricing from the previous year.) (see letter from S. Zaso).

6. Authorize contract with CIGNA for the Short Term Disability as negotiated in the CSEA bargaining unit contract (Highway/Finance Depts.) – Request from Paula Parker for Town Board action to authorize the Supervisor to send a letter to Brown & Brown Insurance to approve the CIGNA short term disability rates (see attached) for the CSEA negotiated benefit for their members. This benefit will be effective on January 1, 2021 (see letter from P. Parker and presentation from Brown & Brown)

The **next regularly scheduled meeting of the FASC will be held on TUESDAY, NOVEMBER 17TH, 2020 at 3:30 p.m.** in the Auditorium at Brighton Town Hall. All members of the public are invited to attend FASC meetings.

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



Brighton Police Department

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



David Catholdi
Chief of Police

November 2, 2020

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

RE: Use of Forfeited Funds to Conduct a Survey of the Community

Dear Board Members:

In accordance with Executive Order #203 - New York State Police Reform and Reinvention Collaborative, I propose using Roberts Wesleyan College to conduct a community survey to gauge the level of satisfaction the community has with the Brighton Police Department.

I propose that the "Proceeds of Forfeited Property" be used to fund this request. I have consulted with the United States Attorney's Office and they concur that the use of seized forfeiture asset funds for this purpose is an appropriate use. I request that appropriations in account **A.POLCE.3125 4.49 Contracted Services** be increased by \$5,500. The total expenditure of \$5,500 will be fully supported with the use of Forfeited Property account **A.889.JSTCE**.

Respectfully,

David Catholdi
Chief of Police



The Justice & Security Institute
at Roberts Wesleyan College

Roberts Wesleyan College
2301 Westside Drive
Rochester, NY 14624
585-594-6488

10/26/2020

Chief Catholdi,

The Justice and Security Institute (JSI) at Roberts Wesleyan College joins the Brighton Police Department (BPD) as a Partner and makes a fundamental commitment to conduct a survey of the people residing in the town of Brighton. The survey will be designed to measure the level of satisfaction the people in your community have with the services provided by BPD.

The JSI will draft questions, disseminate a survey, analyze the return data, create a presentation based on that data and print our findings from the survey. Because of our analyst, experts in developing unbiased surveys, former law enforcement professionals and certified law enforcement trainers, the JSI is uniquely positioned to effectively conduct this study. We believe we are the only institution in our region capable of providing the type of service you are requesting. Please let me, or my staff, know if you have any questions or concerns regarding this important project.

The JSI would like to assure you we are committed to this project and committed to making our community a safer place to live and work for all.

Sincerely,


Joseph Testani



Public Works 3a Department

Mike Guyon, P.E.
Commissioner of Public
Works

October 30, 2020

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

Re: Sirness Vending Services
Amended Contract

Dear Councilperson DiPonzio and Committee Members:

The Town of Brighton currently has an agreement with Sirness Vending Services to provide vending services to Town Hall. We are requesting to amend this contract to include the Recreation Department at Brookside. A copy of the contract amendment is attached for your reference. The amended contract requires that Sirness Vending Service make an annual payment of \$500 versus the current payment of \$250.

We are requesting that FASC recommend that the Town Board authorize the Town Supervisor to endorse the attached contract amendment.

I will be in attendance at your next regularly scheduled meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Respectfully,

Michael E. Guyon
Department of Public Works

Cc Bridget Monroe
Paula Parker
Gary Donofrio



STANDARD SERVICE AGREEMENT

This Agreement is made on **10/28/2020** between **SIRNESS VENDING SERVICES**, located at 3595 Buffalo Road, Rochester, NY 14624, and its successors and Town of Brighton whose facilities are located at 2300 Elmwood Ave. Rochester, NY 14618 and Town of Brighton recreation department located at 220 Idlewood Road Rochester, NY 14618.

Each Party agrees to the terms set forth below:

The previous Agreement entered into between the parties which commenced on September 18, 2019 shall hereby be terminated and of no further force or effect.

Customer does hereby grant SIRNESS VENDING SERVICES exclusive rights to sell and provide food, beverages, snacks, fruit, ice cream, and related items in automated vending machines and/or micro markets in all mutually agreed upon locations. The term of this agreement shall be for **24 months**, commencing on

10/28/2020. This agreement shall continue on a month-to-month basis after conclusion of the above stated term, unless notice to terminate is given. This agreement may be renewed for two one-year-terms, upon written agreement of Each Party.

SIRNESS VENDING SERVICES at its sole expense agrees to provide the following:

- Install vending at mutually-agreed-upon locations within Customers facilities.
- Repair and Maintenance of Provided Equipment
- Workers' Compensation and Liability Insurance covering equipment, vehicles, and property.
- Quarterly reporting indicating sales and marketing data for each segment of the operations.
- Sirness Vending Service will make a payment of \$500.00 annually to the Town of Brighton at the beginning of each 12 month period.

CUSTOMER is to provide adequate space, all necessary utilities, and reasonable access to its premises for Sirness Employees as necessary for the operation and maintenance of Provided Equipment.

Termination of this agreement may be made by either party upon sixty days' written notice via registered mail under the following conditions: Customer's right to terminate shall only be exercised in the event that Sirness Vending Services has not fulfilled its obligation to provide proper service and equipment maintenance. Written notification of said failure, with thirty days to correct any deficiency must be given, and if Sirness Vending Services has not made reasonably satisfactory corrections within this time period, termination notice may be served. Sirness Vending Services may terminate with sixty days' notice in the event these services prove to be unprofitable. In no event shall termination contract relieve Sirness Vending Service of it's obligation to make a \$500.00 annual payment to the Town nor shall said termination entitle Sirness Vending to any refund of any amount of said annual payments.

This agreement shall be construed and legal relationships between the parties thereto, shall be determined in accordance with the laws of the State of New York. Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

FOR: _____

FOR: Sirness Vending Services, Inc.

_____ (signature)

_____ (signature)

_____ (print name)

_____ (print name)

_____ (title)

_____ (title)

_____ (date)

_____ (date)

Finance Department

Paula Parker
Director of Finance



November 4, 2020

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

RE: Contract with Monroe County for distribution of the CARES Act funding

Dear Honorable Members,

I am requesting that your Honorable Body authorize an intermunicipal contract/agreement with Monroe County with respect to the distribution of the CARES Act funding.

I have been in recent contact with Matt Tweedle at Monroe County who is organizing the claiming process for the CARES Act funding. I have gathered all of the information Monroe County as requested and submitted a detailed reimbursement claim list.

It is unknown at this time what level of expenses will be reimbursed to the Town or when these funds might be received. However in order for the Town to receive any reimbursement related to the CARES Act, the Supervisor must be authorized to enter into this agreement with Monroe County. I have attached a copy of Mr. Tweedle's email for your reference.

I would be happy to answer any questions you might have.

Sincerely,

Paula Parker
Director of Finance

Information Request for IMA

1 message

Matthew R Tweedle <MatthewTweedle@monroecounty.gov>

Mon, Nov 2, 2020 at 9:09 AM

Good morning-

Our Legal Department has requested the below information. Please reach out with any questions you may have.

In order for Monroe County to prepare the standard intermunicipal agreement for the distribution of CARES Act funds to participating municipalities, we will need the following information from your municipality:

1. Name of municipality;
2. Address;
3. Name, email address and phone number of primary contact; and
4. Name and title of designated representative to sign agreement.

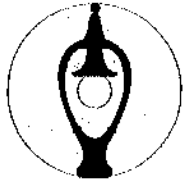
Once we receive this information, we will upload the information into the intermunicipal agreement and forward the agreement to you for approval by your legislative body. In addition to the signed and notarized original agreement, we will need a copy of your municipality's resolution authorizing the agreement.

Thank you and have a good day.

-- Confidentiality Notice -- This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of the original message, including attachments.

Finance Department

Director of Finance – Paula Parker

Suzanne ZasoAssistant Director of
Finance

Town of

Brighton

November 4, 2020

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, 2020 through October 31, 2021 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 2020/21 will be \$3,900 and certification and trustee directive letters will be \$125 each. The fee for the GASB 73 package will be \$950.

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

Penflex, Inc. 11/1/2020-10/31/2021 Service Fee Agreement

WEST BRIGHTON FIRE PROTECTION DISTRICT

SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: \$3,900, \$100 change from 2019

Per-Participant Fee: \$0, \$0 change from 2019

Payment certification and trustee directive letters: \$125 per letter, \$0 change from 2019

Total Estimated Standard and Distribution Services Fees: \$4,200

Preparation of Financial Statement Disclosures

Disclosure Packages Provided For Program Year 2019:

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

Please Check 'Yes' Or 'No' For Program Year 2020:

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

This is a \$0 change from 2019. 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 2019. Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample GASB 73 package, please email: 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.

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.

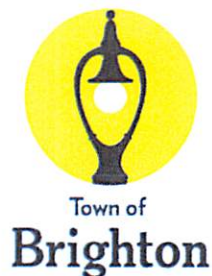
Supervisor
Town of Brighton

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

PENFLEX, INC.

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and for **audit purposes** an annual Service Award Program report which:
 - a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
 - b. accounts for changes in the Program's assets.
 - c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (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. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
 - h. For members of the Sponsor's Governing Board or Officials, prepare:
 - i. "Fact Sheet" which includes current year important information about their Program.
 - ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, 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 and Department/Company officials, posted by the Department/Company, and sent to Penflex, Inc.
6. Project the Program's 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. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.



Finance Department

Paula Parker
Director of Finance

November 4, 2020

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

RE: CIGNA Short Term Disability for CSEA Membership effective 1/1/2021

Dear Board Members:

I am recommending that Your Honorable Body approve the CIGNA Short Term Disability Policy and rates for the CSEA Union Membership as negotiated as part of the current CSEA Bargaining Unit contract. The benefit will be effective on January 1, 2021 inclusive of all benefits as negotiated.

Further, authorize the Supervisor to send a letter of communication to Brown & Brown Insurance, the Town's Insurance Broker of Record, confirming our acceptance of the CIGNA rates and our participation in this policy for our CSEA members.

I would be happy to respond to any questions that the Town Board may have regarding this matter.

Sincerely,

Paula Parker
Director of Finance



EMPLOYEE BENEFITS

*WE MAKE YOUR PEOPLE
OUR BUSINESS*

Town of Brighton

STD Policy for CSEA Union Members in DPW

November 4, 2020

**Presented by:
Brown & Brown of New York, Inc.**

EXECUTIVE SUMMARY

We are pleased to present Town of Brighton with the 2021 employer paid STD policy for the CSEA union members who work in the DPW. As we proceed forward through this presentation, please know that additional detailed information can be provided. We have numerous resources available to us in order to further clarify or benchmark this data if necessary. We would be pleased to provide additional detail at your request.

We approached the following market:

- Cigna (incumbent STD & LTD insurance carrier)

Cigna was approached as it is the current insurance carrier for the Town's Voluntary Short-Term Disability and Long-Term Disability policies. It is important to note that Cigna has not issued a rate increase on this in-force coverages since they were implemented back on 1/1/2013

- Proposed effective date is 1/1/2021
- All proposals are available upon request



SHORT TERM DISABILITY (STD) OVERVIEW 6d

Cigna Short Term Disability Benefits	
Eligibility	All Active, FT Employees 30 hours/week members of CSEA union
Elimination Period	7 days / Accident
	7 days / Sickness
Benefit Percentage	60%
Weekly Benefit Maximum	\$850
Maximum Duration from Date of Disability	13 weeks(included benefits waiting period)
Maximum Weekly Payments	12 weeks
Definition of Earnings	Employee's annual wage or salary including wages, salary and longevity pay
FICA Administration Service	Included
Pre-Existing Condition Limitations	None

This plan design contains only a general description of the coverage and does not constitute a policy contract. For complete information including exclusions, limitations and conditions, refer to the policy document. Neither the carrier nor Brown & Brown will be held responsible for typographical or clerical errors.



SHORT TERM DISABILITY FINANCIAL REVIEW

6e

Short-Term Disability 40 Eligible Employees	
Rate Per \$10 covered weekly benefit	\$0.260
Volume	\$28,636
Est. Monthly Premium	\$745
Est. Annual Premium	\$8,934
Est Avg. Weekly Benefit Per EE	\$716
TOB Avg. Annual Cost Per EE	\$223
TOB Avg. Weekly Cost Per EE	\$4.30
TOB Avg. Daily Cost Per EE	\$0.86
TOB Avg. Hourly Cost Per EE	\$0.11

*Volume based on CIGNA proposal



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