

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

**Meeting Date: Tuesday, March 1, 2022 (3:30 p.m.)
Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the February 15th, 2022 meeting.
2. Approve NYS DCJS Live Scan Grant through Monroe County (Police Dept.) – Request from Chief David Catholdi for Town Board action to approve an agreement and authorize the Supervisor to sign said agreement with Monroe County to participate in the Live Scan Grant through NYS DCJS as administered by Monroe County. The grant program will allow for Monroe County to purchase equipment that will replace the Town of Brighton Police Department's current fingerprint scanner (see letter from D. Catholdi)
3. Approve agreement with Pathway Vet Alliance LLC (dba Veterinary Specialists & Emergency Service) for boarding and veterinary services for the 2022 calendar year (Police Dept.) – Request from Chief David Catholdi for Town Board action to authorize the Supervisor to execute an agreement with Pathway Vet Alliance LLC (dba Veterinary Specialists & Emergency Service) for boarding and veterinary services for the Town of Brighton Animal Control unit. This contract will be effective January 1, 2022 thru December 31, 2022 at fees as outlined in the schedule of fees section of the agreement. This agreement replaces the agreement with Pittsford Animal Hospital which terminates on March 1, 2022 (see letter from D. Catholdi)
4. Amend rate for Davidson Fink for tax assessment matters from \$230 to \$275 per hour effective immediately (Assessor's Dept.) – Request from Pam Post for Town Board action to approve a rate increase from \$230 to \$275 per hour for legal services provided by Davidson Fink as related to tax assessing matters for the Town of Brighton. This rate per hour increase will become effective upon the adoption of the Town Board resolution with all other terms and conditions of the contract with Davidson Fink, LLC remaining unchanged (see letter from P. Post).
5. Award bid to M.L. Caccamise Electric Corp. for the 2022 LED Lighting Retrofit Project (Public Works Dept.) – Request from Brendan Ryan for Town Board action to approve a contract with M.L. Caccamise Electric Corporation, the lowest responsible bidder, for services related to the 2022 LED Lighting Retrofit Project. Said contract will be in an amount not to exceed \$94,242.65 and will remain effective until the project is complete. Funds for this project were obtained through a SAM grant in the maximum amount of \$125,000 and funds are available in the 2022 budget (see letter from B. Ryan).

6. Award RFP to Lu Engineers for design services and construction documents related to the East Avenue Sidewalk project (Public Works Dept.) – Request from Mike Guyon for Town Board action to approve and authorize the Supervisor to sign a contract with Lu Engineers for the development of design and construction documents for the East Avenue Sidewalk project. Twelve firms received copies of the RFP; however Lu Engineers was the only respondent. The contract with Lu Engineers will be in an amount not to exceed \$139,850 and will remain in effect until the scope of the project is completed. The Town is finalizing a SAM grant that will be utilized to fund the cost of these services. Further, the Finance Department is authorized to make the necessary 2022 budget amendments to fund the project (see letter from M. Guyon).
7. Authorize a two-year renewal contract with UR Medicine for Employee Assistance Program (EAP) services effective 1/1/2022 through 12/31/2023 (Personnel Dept.) – Request from Tricia VanPutte for Town Board action to approve and authorize the Supervisor to execute a renewal contract with the University of Rochester to provide Employee Assistance Program (EAP) services to the Town of Brighton employees. The contract is for a two year period at the annual cost of \$24.50 per employee for 200 employees or \$4,900 per year (\$9,800 over the two year period). This does represent a 6% cost increase over the last contract, however UR has provided the Town will excellent service and for the dollar effective of this increase it is recommended that the Town continue retaining services from the UR for this program (see letter from T. VanPutte).
8. Approve contract with PenFlex for Length of Service Awards Program annual 2021/2022 and Program Close out Services Fees (Finance Dept.) – Request from Paula Parker for Town Board action to authorize the Supervisor to execute a contract with PenFlex to provide the LOSAP annual and close out services for the West Brighton Fire Department as outlined in the settlement documents related to the law suit with the West Brighton Fire Department. The annual services fees will be prorated based on the active months for the 11/2021 through 10/2022 year and the close out fees will directly related to those services. Total contract will not exceed \$12,000 (see letter from P. Parker)

The next regularly scheduled meeting of the FASC will be held on TUESDAY, MARCH 15, 2022 at 3:30 p.m. in the AUDITORIUM of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

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

Brighton Town Board
Finance and Administrative Services Committee
Meeting Notes from the Tuesday, February 15, 2022 Meeting

ATTENDEES

FASC Committee members:

Jason DiPonzo (Chair)
Robin Wilt
Supervisor William Moehle
Paula Parker (Staff to the Committee)

Other Town Councilmembers:

Department Heads/Other attendees:

Lisa Pavlovych (Justice Court)
David Catholdi (Police Dept.)
Mike Guyon (Highway/Public Works)

The Town Board's Finance and Administrative Services Committee (the FASC) met at 3:40 p.m. and reviewed a number of contractual, procurement, finance and/or budget, and personnel related matters referred by Town departments and is prepared to make recommendations to the full Town Board as follows:

Approval of Minutes: Approval of Minutes – Received and filed the minutes of the February 1, 2022 meeting.

Town Bid/Proposal Authorizations and Awards:

No matters for this meeting.

Grant Authorizations and Acceptances:

Accept Grant Award for 2022 from Justice Court Assistance Program (JCAP) in the amount of \$11,210.98 (Justice Court) – The FASC discussed with Lisa Pavlovych her request for Town Board action to accept the grant award from JCAP in the amount of \$11,210.98 to refurbish Judge Morris' courtroom walls and purchase a secured cell phone and key locker. Further approval to amend the 2022 budget as follows:

Increase revenue account: A.JSTCE.1110.3390 (NYS Aid)

Increase expense account: A.JSTCE.1110.2.60 (Facility Improvements) by the grant aware amount of \$11,210.98 (see letter from L. Pavlovych). The FASC recommends the Town Board take favorable action on this matter.

Contracts and Contract Change Orders:

Approve agreement with Austin Spencer Collision for vehicle repair services for 2022 with three-year renewal option (Police Dept.) – The FASC discussed with Chief David Catholdi his request for Town Board action to award a contract to Austin Spencer Collision for vehicle repairs to for the Town of Brighton. This contract will be effective January 1, 2022 thru December 31, 2022 at an hourly rate of \$48 for vehicle repairs (plus parts). Austin Spencer did submit the lowest hourly rate along with Hawk Frame & Axle, Inc. However, the award not only based on rate, but also location, and past performance all of which have been

satisfactory and the department does wish to continue its relationship with Austin Spencer (see letter from D. Catholdi)

The FASC recommends the Town Board take favorable action on this matter.

Approve Use of Forfeited Funds for purchase of GPS Fleet Management Program via Verizon Connect for a period of three years (Police Dept.) – The FASC discussed with Chief David Catholdi his request for Town Board action to approve a contract with Verizon Connect for fleet management services. The monthly fee will be \$18.95 per vehicle (\$17.45 monthly service fee plus \$1.50 per month per unit for the installation fee) and will be funded for a three year period by Forfeited Funds. Also requested is Board action to authorize the amendment of the 2022, 2023 and 2024 budgets by increasing expense account A.POLCE.3125.4.49 contracted services by \$3,500 from Forfeited Property account S.889.JSTCE (see letter from D. Catholdi).

The FASC recommends the Town Board take favorable action on this matter.

Approve service contract with Verizon Connect for GPS Fleet Management Program (Highway Dept.) – The FASC discussed with Mike Guyon his request for Town Board action to approve a contract with Verizon Connect for fleet management services. The monthly fee will be \$18.95 per vehicle (\$17.45 monthly service fee plus \$1.50 per unit for the roadside assistance option). Twenty-three highway vehicles will have the roadside assistance option and 10 of the vehicles will not. The annual cost for this service will be approximately \$6,640 and Verizon Connect is on the Sourcewell contract. Funds are available in A.DPW.1490.2.13 in the amount of \$7,500 however the Finance Department should be authorized to amend this accordingly as this is a monthly service (see letter from M. Guyon).

The FASC recommends the Town Board take favorable action on this matter.

Award bid to Birchcrest Tree & Landscape for bucket truck rental (including an operator) for an hourly rate of \$240 (Public Works Dept.) – The FASC discussed with Mike Guyon the request from Chad Roscoe for Town Board action to award the bid for bucket truck rental services (including an operator) to Birchcrest Tree & Landscape for an hourly amount of \$240.00 with the total contract not to exceed \$56,160. This contract will be effective immediately thru December 31, 2022 and funding is available in A.DPW.8560.4.43 (see letter from C. Roscoe). The FASC recommends the Town Board take favorable action on this matter.

Budget Amendments and Transfers:

Authorize re-appropriation of funds in the amount of \$11,200 in the Neighborhood Improvement District for restoration work to be done in the entrance piers (Public Works Dept.) – The FASC discussed with Mike Guyon the request from Chad Roscoe for Town Board action to re-appropriated funds in the amount of \$11,200 to the 2022 Neighborhood Improvement District SN.NID.NIDHA.4.41 Maintenance/Repair Services. A contract with Armstrong Fabricators was approved by the Board on July 28, 2021, but due to unforeseen circumstances, the work was not started. Funds will be appropriated from Fund Balance (see letter from C. Roscoe).

The FASC recommends the Town Board take favorable action on this matter.

Authorize appropriations and transfers for the 2021 budget year end processing and 2022 re-appropriations for grant projects (Finance Dept.) – The FASC discussed with Paula Parker her request for Town Board action to approve the list of transfers and appropriations necessary to reflect the actual activity that has occurred relative to the 2021 amended budget. This list is a draft and may need to be updated prior to the February 23rd Board Meeting for any 2021 claims that will be posted to that fiscal year (see letter from P. Parker).
The FASC recommends the Town Board take favorable action on this matter.

Other Matters for Action of the Town Board:

No matters for this meeting.

Personnel Matters:

No matters for this meeting.

Executive Session:

No matters for this meeting.

Other Matters for Discussion Only:

No matters for this meeting.

Matters Tabled for Research and/or Discussion:

No matters for this meeting.

**The FASC meeting was adjourned at 4:05 pm.

The next regularly scheduled meeting of the FASC will be held on Tuesday, MARCH 1, 2022 at 3:30 PM in the AUDITORIUM at Brighton Town Hall.

All members of the public are invited to attend FASC meetings.

****AS PER THE REGULAR SCHEDULE (Room Change)****



Town of
Brighton

Brighton Police Department

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



David Catholdi
Chief of Police

February 25, 2022

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

RE: NYS DCJS LIVE SCAN GRANT THROUGH MONROE COUNTY

Dear Board Members:

The Monroe County Sheriff's Office is in the process of purchasing Live Scan equipment on behalf of all police agencies in Monroe County through a New York State Division of Criminal Justice Services Grant Program. The Live Scan equipment will replace our current fingerprint scanner.

I hereby recommend that the Supervisor be authorized to enter into an electronic agreement with Monroe County, which will allow them to purchase, at no cost to the Town, Live Scan equipment through the NYS DCJS Live Scan Equipment Grant Program.

Respectfully,

David Catholdi
Chief of Police



Town of
Brighton

Brighton Police Department

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



David Catholdi
Chief of Police

February 25, 2022

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

RE: 2022 Boarding and Veterinary Services Agreement

Dear Board Members:

I recommend that the Supervisor be authorized to execute an agreement between Pathway Vet Alliance LLC (dba Veterinary Specialists & Emergency Service) and the Town of Brighton, which is for the provision of boarding and veterinary services. This contract is for the period beginning January 1, 2022 through December 31, 2022. This year's proposed contract represents several increases in some of the fees, which was previously provided by the Pittsford Animal Hospital, and reduced hours for the boarding of animals.

Possible alternatives have been researched; however, no other animal hospital offers a 24-hour emergency service site compared to Pathway Vet Alliance LLC.

Thank you for your consideration. I would be happy to answer any questions you may have regarding this request.

Respectfully,

David Catholdi
Chief of Police

c: Deputy Chief Michael Desain
Bruce Blackman, Animal Control Supervisor

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (“Agreement”) is made and entered into as of January 1, 2022, by and between **Town of Brighton Animal Control** (the “Town”) **Pathway Vet Alliance LLC dba Veterinary Specialists and Emergency Service** located at 825 White Spruce Blvd., Rochester, NY 14623 (hereafter referred to as “Provider”).

WHEREAS, the Provider provides professional veterinary services and temporary overnight (6PM to 10AM Monday through Friday) and weekend (Saturday and Sunday) boarding for stray animals;

WHEREAS, the Town wishes to engage the Provider, and the Town wishes to accept such engagement, to provide certain services to the Town pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. This Agreement shall be for one (1) year, ending December 31, 2022. This Agreement is subject to review and modification upon mutual agreement by both parties at any time. This Agreement may be terminated at any time by either party with or without cause upon thirty (30) days prior written notice.
2. The Provider will provide temporary overnight and weekend boarding for stray dogs, cats, and/or injured animals picked up by the Town or good Samaritans within the Town of Brighton. The Provider will contact the Town when a Good Samaritan or police officer brings an animal to the Provider. The number of animals temporarily boarded at one time will not exceed 3 without specific approval of the Provider’s Hospital Director/Hospital Manager/Supervisor.
3. Animals being temporarily boarded will be provided food, water, and exercise on a scheduled basis. Medical treatment will be administered under the supervision of the Provider’s veterinarians as approved by the Town.
4. Immediate emergency care, on a minimal life support basis, will be provided for any animal in critical condition or experiencing undue suffering at the Provider’s veterinarian’s discretion. In these cases, the Town will be notified as soon as possible.
5. The Town will communicate directly with the Provider’s veterinarian assigned to the injured animal in regard to the medical care disposition of the animal.

6. Animals with chronic medical conditions that are not emergency in nature will not be treated for these conditions at the Town's expense without prior approval from the Town.

7. All stray animals must be picked up from the Provider and transferred to the Town's holding shelter by 10AM on the first morning that the Town is open for business. An hourly rate of \$20/hour will be charged for each hour past the pick-up time.

8. All communication with the public will be handled through the Town. This will include initial lost dog inquiries, initial injured animal inquiries, and updated vaccinations information. The Provider will release animals to owners/harborers only when the proper release forms have been obtained, fees have been satisfied, and/or on direct instructions from the Town.

9. Fees to be collected by the Town or the Town's Clerks Office Officers prior to the release of any animals include charges for seizure, boarding, and license fees.

10. All fees owed to the Provider for services rendered, except boarding, will be paid directly to the Provider by the animal owner/harborer.

11. Provider will bill the Town on a monthly basis for boarding, euthanasia, and cremation fees accrued during the month. Payment terms are net 30 days from invoice date.

12. A schedule of fees is attached as Enclosure 1.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Fees for the temporary boarding of stray/injured animals and professional veterinary services for the Town are as follows:

1. Overnight and weekend boarding of animals to include caging, food, and limited exercise calculated per day.

Dogs: **\$50.00** per calendar day at Veterinary Specialists and Emergency Service

Cats: **\$20.00** per calendar day at Veterinary Specialists and Emergency Service

An hourly rate of \$20/hour will be charged for each hour past the 10AM pick up time.

Flea Treatment with Capstar: **\$10.00**

Rabies Vaccination: **\$20.00**

2. Emergency care at the Veterinary Specialists and Emergency Services with Animal Control Officer having direct access to the facility and a veterinarian available in residence 24 hours a day including all weekends and holidays, physical examinations, and recommendations for further diagnosis and treatment.

Emergency exam: **\$80.00**

Further medical care at standard hospital fees less 20% professional services discount

3. Minimal life support will have to be determined on a per case basis dependent on the extent of injuries in need of immediate medical attention. In all cases, the Town will be notified immediately of the anticipated expenses.

If paid by owner/harborer: standard hospital charges.

4. If paid by the Town: 20% professional services discount of standard hospital fees.

Euthanasia

A standard fee of **\$55.00** will be charged for all animals euthanized, regardless of size, requested by the Town.

A standard cremation fee of **\$68.00** per dog and **\$42.00** per cat will be charged for all animal cremations, if requested by the Town.

[Signature page follows.]

By signing below, the designated representatives are verifying that they have read the above PROFESSIONAL SERVICES AGREEMENT and do hereby agree to the terms contained in this Agreement.

TOWN OF BRIGHTON:

By: _____

Name: _____

Title: _____

**PATHWAY VET ALLIANCE LLC
DBA VETERINARY SPECIALISTS
AND EMERGENCY SERVICES**

By: _____

Name: Stefanie Box _____

Title: General Counsel _____



Assessor's Office

Pamela Post
Town Assessor

February 17, 2022

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

RE: Increase Rate Request for Daniel F Brennan from Davidson Fink Attorneys at Law

Dear Chairperson DiPonzo and Committee Members:

Daniel F. Brennan, Attorney from Davidson Fink Attorneys at Law is representing the Town of Brighton on three active Article 7 Certiorari cases. Mr. Brennan has requested an hourly rate increase from \$230 to \$275. He has provided the hourly rates charged by Davidson Fink to other clients. The modification seems reasonable and in keeping with other law firms and lawyers in the area.

I am requesting approval of the rate increase so that Mr. Brennan can continue to represent the Town of Brighton for these cases.

Thank you for your consideration.

Sincerely,

Pamela Post
Town Assessor

CC: P.Parker

Davidson | Fink

Attorneys at Law

Daniel F. Brennan
Attorney

February 17, 2022

Hon. William W. Moehle, Supervisor
Brighton Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

Dear Supervisor Moehle:

As you know, this office has represented the Town of Brighton on its tax assessment matters for many years. We currently have three active matters with the Town, and bill \$230 per hour for attorney time spent on these matters. Our rates have remained flat and are lower than the rates we charge other clients. We are requesting a modification of the hourly rate to \$275 per hour.

Enclosed is a copy of the rates charged to other clients by the attorneys and paralegals at Davidson Fink. The proposed reduced rate for the Town is competitive with other law firms and lawyers with similar levels of experience in the area.

We look forward to continuing our long standing relationship with the Town and resolving the Town's legal matters in an efficient manner. If you have any questions, or would like to speak with me directly, please do not hesitate to contact me.

Very truly yours,

DAVIDSON FINK LLP



Daniel F. Brennan

DFB/kam
Enc.

cc: Pamela Post, Assessor (w/enc)



28 East Main Street, Suite 1700 | Rochester, New York 14614 | 585-546-6448 | davidsonfink.com
dbrennan@davidsonfink.com | direct phone 585-756-5929 | fax 585-784-8913
Davidson Fink LLP does not accept service through email or fax

Davidson | Fink

Attorneys at Law

SCHEDULE A

HOURLY RATES 2022

Anthony J. Adiutori	\$395.00
Thomas A. Fink	\$330.00
Glenn M. Fjermedal	\$300.00
Robert L. Galbraith, Jr.	\$395.00
Gregory Mott	\$350.00
David L. Rasmussen	\$425.00
Heather C. M. Rogers	\$350.00
Scott A. Sydelnik	\$320.00
Richard N. Franco	\$250.00
Daniel F. Brennan	\$300.00
Paralegals	\$90.00 - \$150.00



East Main Street, Suite 1700 | Rochester, New York 14614 | 585-546-6448 | davidsonfink.com



Town of
Brighton

Public Works Department

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

Brendan Ryan
Assistant Engineer

February 24, 2022

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

Re: 2022 LED Lighting Retrofit Project
Bid Award

Dear Councilperson DiPonzo and Committee Members:

The 2022 LED Lighting Retrofit Project was publicly advertised on February 9, 2022 and bids were received on February 24, 2022.. The bid schedule included a base bid to retrofit Town owned street lights with LED fixtures and an add-on bid alternate to replace the bollards around the Town Hall facility with LED fixtures. We received bids from two companies as summarized in Table-1 below:

Table-1

Company Name	Base Bid	Add Alternate #1	Total
<i>M.L. Caccamise Electric Corp</i>	\$83,667.65	\$10,575.00	\$94,242.65
Power & Construction Group	\$98,750.00	\$10,500.00	\$109,250.00

Town staff is recommending that the bid be awarded for the LED Lighting retrofit project to the lowest, responsive, and responsible bidder, M.L. Caccamise Electric Corp of Rochester, NY, for the Base Bid plus Alternate cost not to exceed \$94,242.65.

This project will be funded by a SAM Grant from New York State (\$125,000) which was awarded to the Town in 2019. Funds from this grant are available in the account A.DPW.5182.2.60 Facility Improvements. In addition, we are requesting that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price.

As always, thank you for your consideration. A representative from our department will attend the March 1, 2022 FASC meeting to answer any questions regarding this matter.

Sincerely,

Brendan Ryan

cc: P. Parker
M. Guyon
S. Zimmer
G. Donofrio
M. Beeman
E. Garcia



Town of
Brighton

Public Works
Department

Mike Guyon, P.E.
Commissioner of Public
Works

February 25, 2022

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

Re: East Avenue Sidewalk Design Services
Bid Award

Dear Councilperson DiPonzo and Committee Members:

The Town of Brighton prepared a request for proposals seeking a professional firm to develop design and construction documents for the East Avenue Sidewalk project. It is anticipated that the proposed sidewalk will be located along the south side of East Avenue and extend from the end of the existing sidewalk at the Town of Pittsford town line to Knollwood Drive. When completed the sidewalk will be approximately 520 feet in length.

The RFP was advertised on the Town website on 12/14/2021 and responses were received on January 7, 2022. Twelve firms obtained copies of the RFP but only Lu Engineers responded. Lu Engineers provided a not-to-exceed fee of \$139,850 to complete the scope of services outlined in the RFP.

Town staff reviewed Lu Engineers proposal for completeness and accuracy and found their proposal acceptable. Therefore, I am requesting that the FASC authorize the Supervisor to enter into an agreement with Lu Engineers to provide those professional services in accordance with the scope outlined in the December 2, 2021 Request for Proposal for the East Avenue Sidewalk for a cost not-to exceed \$139,850.00. Additionally, I am requesting that FASC authorize the Finance department to complete the necessary 2022 budget amendments. The Town is in the process of finalizing a SAM grant that will be used to reimburse the Town for the cost of the design and construction of this sidewalk.

I will be in attendance at your regularly scheduled March 1, 2022 meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Michael E. Guyon, P.E.
Department of Public Works

Cc: Paula Parker
Evert Garcia



Town of
Brighton

Personnel Department

Tricia Van Putte
Director of Personnel

February 25, 2022

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

Re: Strong EAP Contract renewal for 2022 & 2023

Dear Honorable Members:

I am requesting that the Town Board approve the renewal of the 2022 & 2023 Employee Assistance Program (EAP) contract with UR Medicine EAP of the University of Rochester Medical Faculty Group. The agreement is for a two year term beginning on January 1, 2022 and terminating on December 31, 2023. Strong EAP has been our EAP consultant since 2008 and they have provided the Town and our employees with excellent service. I am also requesting that the Town Board authorize the Supervisor to execute any related documents.

The cost for 2022 and 2023 is a fixed rate of \$24.50 per employee, based on a total of 200 employees. This represents a 6% increase over the rate of \$23.11 for the 2020-2021 contract. The total contract amount for 2022 and 2023 is proposed at \$4,900 per year or \$9,800.00 for 24 months.

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

Sincerely,

Tricia VanPutte
Director of Personnel

Cc: Paula Parker, Director of Finance

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of February 2022 by and between, **Town of Brighton, 2300 Elmwood Ave, Rochester, NY 14618** as plan sponsor and on behalf of its EAP program, hereinafter known as "**Town of Brighton**" and the University of Rochester Medical Faculty Group, a division of the University of Rochester, on behalf of the Department of Psychiatry, providing services through its Employee Assistance Program, located at 315 Science Parkway, Entrance C, Rochester, NY 14620, hereinafter known as "**UR Medicine EAP**".

WITNESSETH:

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

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

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

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

Section 1. DESCRIPTION OF SERVICES

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

- A. The services provided may be conducted at UR Medicine EAP facilities, or other locations as determined by UR Medicine EAP.
- B. UR Medicine EAP will assist and advise **Town of Brighton** in updating its written policy for referrals to the EAP, which will include procedures to be utilized by supervisory personnel to identify, contact, evaluate and refer employees to the EAP.
- C. UR Medicine EAP agrees to assume responsibility for the promotion of the program, including various brochures and posters. Included in the promotional activities are posters, program brochures, and informational sessions for both supervisory personnel and the general employee population. UR Medicine EAP will also provide information about EAP services at staff meetings and other sessions as requested by **Town of Brighton**. **Town of Brighton** agrees that all documents and promotional materials of UR Medicine EAP are the exclusive property of UR Medicine EAP and **Town of Brighton** shall not reproduce or summarize the contents by any method whatsoever without first obtaining specific written approval from UR Medicine EAP.

D. UR Medicine EAP agrees to provide training for supervisors and managerial personnel to assist them in making appropriate referrals to the EAP. Training will include, but not be limited to, an instructional session on the program's objectives utilizing appropriate audiovisual materials, review and discussion of **Town of Brighton**'s policy and referral procedure, and any specific follow-up as may be requested by an individual supervisor. This supervisory/managerial training will be scheduled at times and locations that are approved in advance by **Town of Brighton**. UR Medicine EAP agrees to provide supervisory training sessions annually for new supervisory personnel and as a refresher for existing staff.

E. UR Medicine EAP agrees to provide orientation sessions on the EAP for all covered employees. These employee orientation sessions will be scheduled at times and locations that are approved in advance by **Town of Brighton**. UR Medicine EAP agrees to provide one (1) subsequent employee orientation session for new employees each year and to provide, upon requested by **Town of Brighton**, one (1) follow-up session each year to update all employees on the program.

F. UR Medicine EAP offers a series of wellness programs, which address individual issues that can affect the workplace. Such programs include: Compassion Fatigue, Conflict Resolution Skills, Coping with Work and Family Stress, Dealing with Difficult People, Depression, Developing Resiliency While Moving through Change, Effective Communication Skills, Ensuring Wellness in a Public Health Crisis, Food and Mood, Mindfulness and Meditation, Physical Activity and Mood, Rethinking Work Life Balance, When Substance Abuse Comes to Work, and Self-Esteem. Please see our website: www.urmc.rochester.edu/eap/workshops.aspx for the most updated list of workshops. **Three (3)** one-hour programs will be offered at the **Town of Brighton**'s site under this contract. Additional programs will be billed at a rate of **\$250/hour**. **Additional program development and presentations will be billed at \$500.00**

G. UR Medicine EAP agrees to provide **(3) three Critical Incident Responses (CIR)** under this contract. A CIR response is a structured intervention to an event, which caused, or has the potential to cause, unusually strong emotional reactions that ultimately may interfere with an individual or group of individual's ability to function in his/her/their work role. **UR Medicine EAP will respond to all additional CIR requests at a rate of \$200.00 per hour.**

H. UR Medicine EAP agrees to provide **Town of Brighton** employees and their immediate family members with assessment and referral and short-term supportive interventions of up to **five (5) sessions**. These interventions will be without charge to the employee or his/her family. If long-term counseling (**greater than five (5) sessions**) is required, the employee may be required to pay for services provided by the agency to which the employee is referred. UR Medicine EAP agrees to refer employees to agencies that are qualified to handle the employee's problems, and wherever feasible, to refer an employee to an agency whose fees will be covered by the employee's health insurance. Assessment, referral, and short-term interventions are intended to address the following issues: alcohol and substance abuse, mental and emotional difficulties, and personal problems such as marital and family difficulties, employment concerns, and stress caused by legal, financial, and credit problems.

I. UR Medicine EAP agrees to provide emergency coverage (24 hours/7 days a week) by a mental health professional via pager service to manage crisis related problems. This service will be discussed during all informational sessions conducted by UR Medicine EAP.

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

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

L. UR Medicine EAP agrees to provide regular service reports on client utilization. Follow-up information compiled from participant evaluations of the program and its services will accompany the service reports. In no case will this information infringe on the confidentiality of the participant's records.

M. UR Medicine EAP agrees to administer a consumer satisfaction survey at a mutually agreed upon time following the commencement date of the contract. The survey results will be shared with **Town of Brighton**.

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

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

Section 2. TERM AND TERMINATION

This agreement shall remain in effect for a 2 year term and commence on January 1, 2022 and terminate on December 31, 2023.

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

a. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other party;

b. Either party may terminate this Agreement for cause upon 30 days prior notice to the other party if the noticed party fails to fulfill any of its material obligations and responsibilities under this Agreement. The termination notice shall include the specifics of the other party's alleged default and specify the termination date. Failure to cure such default within the 30-day notice period shall result in an automatic termination of this Agreement.

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

Section 3. **FEE**

Town of Brighton agrees to pay UR Medicine EAP a sum of **\$4,900.00** annually, **\$9,800.00** for two years [based on **200 employees** x **\$24.50**], which will be paid by **Town of Brighton** to UR Medicine EAP in two (2) **installment(s)** of **\$4,900.00** each, with the first installment due on the first day of the contract and annually thereafter.

Additional Services pursuant to Sections 1.F and 1.G shall be billed monthly in arrears and paid by **Town of Brighton** within 30 days of the invoice date. If the **Town of Brighton** is required to provide any EAP benefits to former employees and their families under COBRA, such services shall be billed at a rate mutually agreed upon by the parties.

Failure to pay within the 30-day grace period will result in a 3% late payment charge on the remaining balance, which shall be assessed every 30 days.

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

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

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

Section 5. **EQUAL OPPORTUNITY**

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

This constitutes the entire agreement.

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

Town of Brighton

BY: _____

Tricia VanPutte

Director HR

DEPARTMENT OF PSYCHIATRY

UNIVERSITY OF ROCHESTER

BY: _____

Ann Cornell, PsyD

Director, UR Medicine EAP

BY: _____

Hochang Benjamin Lee, MD

Chair, Department of Psychiatry

UNIVERSITY OF ROCHESTER

MEDICAL FACULTY GROUP

BY: _____

Michael Rotondo, MD

CEO UR Medical Faculty Group

Taxpayer Id. No.: 16-0743209

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **Town of Brighton, 2300 Elmwood Ave, Rochester, NY 14609**, as plan sponsor and on behalf of its EAP program (“Covered Entity”) and University of Rochester Medical Faculty Group (“University” or “Business Associate”), and is effective as of the date when Business Associate first performs services for University as described in Section 1 hereof.

1. BACKGROUND AND PURPOSE. Covered Entity has retained Business Associate to provide certain services for Covered Entity as described in a Services Agreement with an effective date of **January 1, 2022** (the “Engagement”). (first date of term) The Engagement requires Business Associate to be provided with, to have access to, to create, to maintain, and/or to transmit Protected Health Information (“PHI”) that is subject to the Health Insurance Portability and Accountability Act, 42 U.S.C. §1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, 42 U.S.C. §17901 (“HITECH”), and the federal privacy and security regulations issued pursuant to HIPAA and HITECH and codified at Title 45 Parts 160 and 164 of the Code of Federal Regulations, as may be amended from time to time. HIPAA, HITECH, and the regulations issued thereunder from time to time are collectively referred to herein as the “Rules”. Covered Entity hereby acknowledges that it is a Covered Entity and Business Associate acknowledges that it is a Business Associate of Covered Entity.

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

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

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

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

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

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

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

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

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

- will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached; and
- d. If the Engagement includes Business Associate's provision of data aggregation services to Covered Entity, Business Associate may use and aggregate the PHI for purposes of providing such services to Covered Entity. Use of the PHI for any other data aggregation without the written permission of Covered Entity is prohibited.

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

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

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

4. TERM AND TERMINATION.

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

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

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

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

5. **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

To: Business Associate:

UR Medicine EAP
315 Science Parkway, Entrance C
Rochester, New York 14620
Attention: Director, EAP

With a copy to:

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

To:

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

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

Town of Brighton

By:

Tricia VanPutte

Director HR

Date:

UNIVERSITY OF ROCHESTER

MEDICAL FACULTY GROUP

By:

Michael Rotondo, M.D.

CEO UR Medical Faculty Group

Date:



Town of
Brighton

Finance Department

Paula Parker
Director of Finance

February 28, 2022

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 with Penflex, Inc.

Dear Honorable Members,

I am recommending that Your Honorable Body authorize the Supervisor to execute an agreement with Penflex, Inc. for the period of November 1, 2021 through the close out of the LOSAP program through which Penflex would continue to serve as the third-party administrator for the West Brighton Fire Protection District's Service Award Program. I am recommending that this agreement also 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 these services for 2021/22 will be \$3,900 (which will be prorated based on the number of months the plan remains active) and the fee for the GASBY 73 package will be \$950 for a total of \$4,850. As you also know the LOSAP will be closed out during 2022 as per the settlement agreement for the West Brighton Fire Protection District. PenFlex has quoted a fee of \$7,150 for the close out services related to the termination of the LOSAP. The total contract for all services will not exceed \$12,000.

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 PenFlex to provide the services necessary to terminate the Length of Service Award Program.

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,
Paula Parker

Paula Parker
Finance Director

**PENFLEX ACTUARIAL SERVICES, LLC.
11/1/2021 – 10/31/2022 SERVICE FEE AGREEMENT**

**WEST BRIGHTON FIRE PROTECTION DISTRICT
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee:	\$3,900
<ul style="list-style-type: none">- \$0 change from the Program Year 2020- for the period of November 1, 2021 to October 31, 2022- if terminated during the period, base fee will be prorated based on the number of months plan remains active	
Preparation of GASB 73 Package:	\$950

- \$0 change from the Program Year 2020

Termination Fee Schedule

Payment Certification and Trustee Directive Letters:	\$6,000
<ul style="list-style-type: none">- \$125 per letter for 48 participants currently in the program- per letter fee of \$125 is a \$0 change from the Program Year 2020	
Program Termination Administrative Fee:	\$150

Total Estimated Standard and Termination Services Fees: \$11,000

(Optional services fees below are not included in this estimate)

**Optional Services Fee Schedule
(Please Check 'Yes' Or 'No' For Program Year 2021)**

Meeting with Participants for a fee of \$500 YES NO

Preparation of the Referendum for a fee of \$500 YES NO

To authorize Penflex Actuarial Services, LLC. 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.

Signature & Printed Name
Supervisor
Town of Brighton

Paul A. Cognetta

Paul A. Cognetta
Vice President of Operation
Penflex Actuarial Services, LLC.

Penflex Actuarial Services, LLC
50 Century Hill Drive, Suite #3
Latham, NY 12110
800-742-1409
accounting@mcneilandcompany.com
www.penflexinc.com



INVOICE

BILL TO

Town of Brighton
Attn: Director of Finance
2300 Elmwood Avenue
Rochester, NY 14618

INVOICE # 2022-22T**DATE** 02/17/2022**TERMS** Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Base fee for the period of November 1, 2021 to October 31, 2022 (to be prorated based off number of months plan remains active)	1	3,900.00	3,900.00
Preparation of GASB 73 disclosure package for fiscal year end	1	950.00	950.00
Subtotal			4,850.00
Termination Fees:			
Directive Letters for Participants	48	125.00	6,000.00
Administrative Fees	1	150.00	150.00
Meeting with Participants (Optional)	1	500.00	500.00
Referendum Preparation (Optional)	1	500.00	500.00
Subtotal			7,150.00

We Appreciate and Value your Business -
Thank you! Payment Due Upon Receipt

BALANCE DUE

\$12,000.00