

**ATOWN OF BRIGHTON  
COMMUNITY SERVICES COMMITTEE**

**Agenda**

**January 16, 2018**

**9:30 am**

**Brookside – Recreation Department  
ARTS & CRAFTS ROOM**

**PRESENT:** Erin Carlson, Keith Abel, John Keevert, John Steepy, Margy Peet, Ben Frevert, Barbara Brody, Kathryn Kubiak-Rizzone, Louise Novros, Rod Bailey, Rae Hittinger, Robin Wilt, William Moehle, Jim Vogel, Matt Beeman, Rebecca Cotter,

**CONTINUING BUSINESS**

**Park Issues: Matt Beeman:**

**Carmen Clark Lodge – Upcoming projects**

- Removal/installation of new walkways in front of the lodge
- Asphalt ripped out, replaced with concrete
- Community Development Block grant was secured \$33,000 to help offset the costs of renovations
- Will include installation of ADA accessible automatic door
- Roof and window replacements were also included in the CIP for 2018
- Sidewalk/Parking Lot work will be done later this spring/summer as weather and schedules allow.

**Slide Replacement Updates**

- Replacement equipment has arrived
- Being stored for the winter
- Will be installed as weather allows

**Sway Fun Glider Update**

- Goal is to have this installed before the Town Hall Pool Opens in 2018.
- This is a big install that needs to be coordinated by DPW, HWY and Town Engineers to make it successful.
- Equipment is here, being stored at the Highway Department.

**Lodge Rentals and Security Deposit policy –**

CAB has deferred to Matt's recommendation and review.

- Matt has conducted review of facilities and policies to see how we compare to other municipalities.
- Current rental Times 9:00 am – 3:00 pm rental or 4:30 – 9:45 pm
- Current fees \$95 resident, \$120 non Resident
- Dual shifts on the weekends without staff overlap.
- The second shift starting at 3 pm doesn't allow time to turn over facilities and have them ready for rentals and still have the parks in good shape for users.
- Renters historically don't leave on time, and often arrive early adding to the difficulty.
- Security deposits are not taken, there is no recourse for the department.
- Pittsford, Perinton, Webster, Victor and County facilities were used for comparison.

**See attached**

### **Recreation Programs – issues or challenges:**

- Ongoing Brookside Facility Issues, maintenance, appearance of the building.
- Winter/Spring Programs have started.
- Continually working to keep program offerings new and of interest to the community.
- Very busy with online registration.
- Working to keep up with Department Social media and Website updates.
- Always looking for ways to increase the Department community presence.

### **Winter Farm Market**

- Contract renewed with InSite to complete the revised bid documents.
- The Scope of phase one is being revised and will be put back out to bid.
- Items in the bid will listed as alternates to allow for prioritization of amenities that are needed.
- Currently funds not available for the entire project. It will be completed in phases as funds are available.

### **Corbett's Glen Advisory Council Recommendations**

- Has been discussed in Public Works and Public Safety.
- The need for this council is a result of Corbett's Glen being used so much.
- Committee will make recommendations relating to local law or town policy to handle the concerns that come up in the park.
- Recommendations from this committee will be reviewed at Community Services.  
**See attached.**

### **Town Beautification**

- Ongoing topic for the town and the Community Services Committee.
- Will continue to be addressed as issues arise throughout the year.

### **NEW BUSINESS**

**Skating Rink** – Christine Corrado - Tabled until future meeting

### **Inclusion, Diversity and Equity Advisory Committee Formation**

- Robin gave overview of reason for committee, a community wide effort to raise awareness for Inclusion, Diversity and Equity on an institutional level with the Town of Brighton.
- Progressing and continuing the work done with the CURB group.
- Formation of a community committee to advise the Town on Best Practices on Inclusion, Diversity and Equity issues facing the Town.
- It is important for the Town to continue to have a community response to negative hate speech, hate crimes, actions of discrimination in the town.
- The town continues to put local law and best practices in place to protect it's residents and employees of the Town of Brighton.
- Proposed draft mission statement was reviewed with the group - Attached
- The Town Supervisor will be the staff liaison to this advisory committee.
- Robin Wilt potential Town Council Member representative.
- Floor was opened to discussion of the group
- Does the draft mission statement reflect the relationship between the County/City of Rochester and the Town to increase diversity in Brighton?
- Feedback about working with the City and the County to break down barriers.

- Hiring practices, RIT does a good job with hiring practices, the Town also has contacts at the University of Rochester and will be looking to those entities for information.
- Many town positions are governed by the Civil Service Hiring practices which requires hiring applicants off of a Civil Service List. This limits the Town's ability to hire diverse applicants.
- Civil Service is in place to protect employees from political backlash. Provides protection to ensure that the best people are being hired for the positions that are available.
- Brighton Fire and Brighton Volunteer Ambulance conduct their own hiring process which is governed partially by Civil Service as well.
- Perhaps greater outreach could be done to recruit a broader cross section of volunteers. Outreach to the schools to engage young people.
- This committee will be implemented as soon as possible. Feedback is welcome on the formation of the committee and mission.
- Please forward any thoughts on the mission and committee to Robin or Bill.

### **CCA (Community Choice Aggregation) Law progress report**

- Brief overview of the CCA was given by Supervisor Moehle
- CCA is a way to potentially save money and provide more sustainable sources of energy.
- Public Hearing was held to introduce local law for Community Choice Aggregation.
- A revised law has been drafted to address concerns that were identified.
- Second public hearing will be scheduled to address updated draft local law.
- Two energy groups involved. Joule Energy has been involved with financing and Good Energy has been involved in the management of the Westchester program and municipal involvement.
- Concerns were raised with regard to the management of a CCA: that utility involve must ensure that it is equipped to handle outages in a timely manner.
- Opened up to discussion by the group
- Passing the local law doesn't commit to any particular administrator.
- Municipalities can work together to get a better purchasing price/plan, increases the bargaining power
- Potential for more affordable, less carbon impacted energy.
- Outages are still resolved directly with the utility, not the CCA or Administrator.
- Communication regarding who to contact with outages or questions would need to be an ongoing outreach process.
- CCA is an opt out program, without penalty at any time.
- Potential to include 100% renewable energy sources.
- Local Law needs to be passed in order for further exploration to be done.
- RFP would include the details about price and source of energy among other things.
- Threshold issue for the Town Board is if a plan is an "Opt In" plan or an "Opt Out" plan. Success of this depends on this being an "Opt Out" plan. Everyone is in, unless they actively opt out of the plan.
- CCA may appear as a public hearing at a March Town Board meeting.

### **Annual Clean Sweep Planning**

#### **Brighton Baseball Opening Day Parade, May 5**

- **Date Set:** Saturday, May 12<sup>th</sup>
- Transition meeting in place to bring Robin up to speed

**Pharma Take Back** scheduled for April 28<sup>th</sup>

**Shredding and Electronics** proposed to be May 19<sup>th</sup>

### **NEXT MEETING:**

*Thursday (Please note day change)*

February 22, 2018 // 9:30 am Brookside

Town Rental Facility Comparison 1/12/18. Area facilities similar to Carmen Clark Lodge & Buckland Park Lodge.

**Town of Pittsford**

Gazebo Capacity: 50

Rental Fee: \$30 Res/\$50 Non Res 3 hour block

Kings Bend Park Lodge Capacity: 99

Fee: \$150 Res/\$250 Non Res

Rental Time Slots: one time 10am – 10pm

Park staff meet renters with key show back up at 10pm to help clean unless they are called beforehand.

Security Deposit: No

**Town of Penfield**

Similar open air shelters: 50-60

Rental Fee: \$22 Res/ \$33 NR

Time Block:

Lodges 90 capacity

Fee: Weekday \$165 Res / \$275 NR

Weekend \$220 Res / \$330 NR

Rental Time Slot: one time 9am – 10pm

Renters pick up a facility key and leave a \$150 “key deposit” (hold check or CC info)

Have security staff to ensure people leave on time.

Security Deposit: \$150 Key Deposit

**Town of Perinton**

Open Air Shelters Capacity: 50-70

Rental Fee: \$60 Res/\$95

Park Lodge Capacity: 3 lodges all around 100 people

Fee: \$100/peak \$90 non peak Res/\$180 peak \$170 non peak Non Res

Rental Time Slots: one time 9am – 10pm

Park staff meet renters with key show back up at 10pm to help clean unless they are called beforehand.

A \$10.00 fee for every 15 minutes is charged to the reservee for additional staff hours outside of permit hours. This includes late arrivals, late departures and extra cleaning. The facility should be left in a clean and orderly condition. Reservations must be completed and buildings cleaned no later than 10pm.

Security Deposit: No

**Town of Victor**

Open Air Shelters Capacity: 50

Rental Fee: \$40Res/\$50Non

Park Lodge Capacity: 1 lodge 125ppl

Fee: ½ day Res: \$90 ½ day Non Res: \$115 Full Day Res: \$170 Full Day Non Res: \$220

Rental Time Slots: ½ day 8am – 2pm/3pm-9pm Full Day: 8am – 9pm

Lodge is unlocked for renters. Park staff close up and clean buildings

Security Deposit: No

**Town of Webster**

Open Air Shelters: first come first serve

Park Lodge Capacity: 2 lodges 95 people

Fee: Weekday Resident: \$250 Weekend Resident: \$300 Weekday Non Res: \$300 Weekend Non Res: \$350

Rental Time Slots: one time 7:30am – 10pm

Park Staff Open and Lock Lodges. Garbage pickup is an additional \$30.

Security Deposit: Yes \$250

**Churchville Lodge Monroe County (Churchville Park)**

Park Lodge Capacity: 95 people

Fee: Mon- Fri: \$170 Sat-Sun: \$190

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Olmstead Lodge Monroe County (Highland Park)**

Park Lodge Capacity: 100 people

Fee: Mon- Fri: \$500 Sat-Sun: \$750

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Pavilion Lodge Monroe County (Ellison Park)**

Park Lodge Capacity: 75 people

Fee: Mon- Sun: \$350

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Powderhorn Lodge Monroe County (Powdermills Park)**

Park Lodge Capacity: 80 people

Fee: Mon- Fri: \$200 Sat-Sun: \$220

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Rotary Lodge Monroe County (Greece Canal Park)**

Park Lodge Capacity: 85 people

Fee: Mon- Sun: \$350

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Stewart Lodge Monroe County (Mendon Ponds Park)**

Park Lodge Capacity: 90 people

Fee: Mon- Fri: \$170 Sat-Sun: \$190

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Sunny Side Lodge Monroe County (Black Creek Park)**

Park Lodge Capacity: 99 people

Fee: Mon-Sun: \$350

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Erie Canal Lodge Monroe County (Greece Canal Park)**

Park Lodge Capacity: 99 people

Fee: Mon- Sun: \$500

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Wegman Building Monroe County (Seneca Park)**

Park Lodge Capacity: 99 people

Fee: Mon- Sun: \$350

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

**Woodside Lodge Monroe County (Black Creek Park)**

Park Lodge Capacity: 99 people

Fee: Mon- Sun: \$350

Rental Time Slots: one time 10am – 10:30pm

Park staff meet renters with key show back up to close.

The facility should be left in a clean and orderly condition.

Security Deposit: No

# **Corbett's Glen Advisory Council Recommendations Meeting 12/21/2017**

## **We have full agreement on the following points:**

1. Fence off the most severely eroded area near the Glen Road entrance.

We think this is needed now to slow down the erosion and raise public awareness of the erosion problems until a better longer-term plan can be made and put in place.

2. Do not allow people and dogs in the creek.

The erosion problems have no chance of being corrected unless this crucial step is taken.

3. Review and adjust the fines for prohibited activities.

We note that the \$25 parking fine is an example of too low a penalty to provide enough incentive to park legally. Fines for other illegal activities in the park need to be examined and adjusted upward where needed.

4. Change park hours and Glen Road parking/standing hours to dawn-to-dusk.

We feel strongly that this change would be more realistic than the fixed hours now in place. It would also discourage unlawful use of the park after hours without the need to patrol the park itself. We think higher parking fines and parking tickets for after-hours parking on Glen Road would be helpful to the overall health of the park.

5. Post regulations and the amount of the fines conspicuously.

We think allowing the public to see the specific penalties for illegal activities has a good chance of helping to have more compliance.

6. Vigorously enforce regulations.

Without enforcement, regulations are meaningless. Corbett's Glen has a decades-long history of non-enforcement which is well-known to park visitors. For the park's welfare and survival as a beautiful place, we need to establish a pattern of respect for the park.

# **Corbett's Glen Advisory Council Recommendations Meeting 12/21/2017**

7. Use county-wide publicity about the above changes and the reasons for them.

Most park visitors are unaware of the amount of erosion and its accelerating pace. We need to let it be widely known that the park is far more fragile than it appears.

8. Seek the support of the larger community to pull together to help save the park.

Enforcement will be meaningless without public support for regulations which protect the park and keep it as a beautiful place for all to enjoy. The combination of enforcement, public support, and a sense that this gem needs to be cared for is our best hope for the future of the park.

9. Organize a Friends of Corbett's Glen group to help in any way possible.

We think this has the potential to be a strong tool in protecting the park and encouraging visitors to become interested in the welfare of the park.

Our most serious concerns are about the erosion which has been caused by people and dogs going into the creek and we urge that this be given top priority.

For the Corbett's Glen Advisory Council,



Chairperson

Present for these recommendations:

Dennis Adams

George Smith

Ray Warrick

Mike Zobel

Absent:

Matt Beeman (illness)

Present prior to recommendations:

Town Supervisor Bill Moehle



### **Inclusion, Diversity and Equity Advisory Committee:**

Mission Statement: The Town of Brighton seeks to celebrate diversity and the value of a diverse community through substantive and visible strategies rooted in education, understanding, and respect. Given recent events, as well as our collective increasing awareness surrounding issues of inclusion and equity, the Town of Brighton finds that there is an imperative to highlight the benefits of appreciating different backgrounds, ethnicities, interests, abilities, genders, and sexual orientations. The Committee will work to effectively raise community awareness about differences in others as related to race, religion, cultural differences, ability, sexual orientations and gender identity. The Committee will work to develop and implement programs designed to create an inclusive environment, for the benefit of all that enjoy, live and work in the Town of Brighton, as part of “one” unified community. The Committee will also function to promote the diversity goals of the Town— to understand and respond to the needs of an increasingly diverse community—and to encourage respect and acceptance for those individual differences that enrich our community.

Established: January 24, 2018

Term of Office: (?) Years (Recommend Three)

Membership: (Recommend 9)

Staff Liaison: Town Supervisor (plus Town Council Liaison) (?)



### **What is Community Choice Aggregation?**

Community Choice Aggregation is a strategy that puts control of choosing energy supply in local hands. It is a municipal model for procuring energy that replaces the utility as the default supplier of electricity and/or natural gas for virtually all homes and businesses within a jurisdiction. By pooling demand, communities build the clout necessary to negotiate a fixed-rate, potentially lower pricing with private suppliers. Communities are also able to choose cleaner energy while developing distributed energy resources including local renewable energy projects and shared renewables such as community solar, energy efficiency, demand response, energy management, and microgrid projects. More than five million customers nationwide are served by Community Choice Aggregation programs in seven states: New York, California, Illinois, Massachusetts, Ohio, New Jersey, and Rhode Island.

### **Which communities can participate in Community Choice Aggregation in New York State?**

All towns, cities, and villages are eligible to participate. If a community chooses to pursue Community Choice Aggregation, local government officials must hold a public hearing to discuss the opportunity, pass a local law authorizing the municipality's participation, and communicate the details to their residents and small businesses.

### **Who does the legwork for aggregating the customers and finding the right energy service providers?**

Community Choice Aggregation will often start with a local group, local nonprofit, or elected official(s) building interest within their communities. The next step is to select a Community Choice Aggregation Administrator to oversee and administer the aggregation program. The Administrator may be a municipality, local development corporation, nonprofit organization, private firm, or other third party.

### **What is the role of the Community Choice Aggregation Administrator?**

The Administrator is the entity authorized to bid the total amount of electricity and/or natural gas being purchased by participating consumers. The Administrator is responsible for program organization, administration, procurement, and communications, unless otherwise specified. They also play a critical role in developing and implementing a strategy for incorporating distributed energy resources, including renewable energy and energy efficiency, into the

Community Choice Aggregation program. Each participating municipality may sign an agreement with the Administrator for that Community Choice Aggregation.

### **What types of customers may participate in Community Choice Aggregation?**

All customers of electricity and natural gas utilities are able to participate. However, depending on the utility provider, some commercial and industrial customers will have to opt-in rather than being included on an opt-out basis. The service classes that are eligible to be included on an opt-out basis are listed by utility in [Appendix C of the New York Public Service Commission \(PSC\) Order](#) on Community Choice Aggregation.

### **Do any Community Choice Aggregation programs already exist in New York State?**

Yes. As of May 2016, more than 110,000 households and small businesses receive their electricity supply through Westchester Power, a Community Choice Aggregation consisting of 20 municipalities in Westchester County. Fourteen of the 20 participating municipalities have set the 100 percent renewable energy supply option as their default option for residents and small businesses. The rates they are paying for this green option are lower than their default rates were prior to Community Choice Aggregation.

### **What about the local utility provider? Where do they fit in?**

The existing utilities continue to deliver reliable power, maintain power lines, and respond to service outages. They are required by law to provide the same customer service to all residents regardless of whether or not they are in the Community Choice Aggregation program. Customers will still receive only one bill each month, directly from the utility, that will reflect the change in supplier.

### **What is the financial responsibility for participating municipalities?**

Administration and operation costs incurred by the Community Choice Aggregation program may be covered through an administration fee paid by customers per kilowatt-hour (kWh) or therm. This fee is negotiated with the energy service provider that will be selected during the Community Choice Aggregation Administrator's competitive procurement process. The utility may charge additional fees for customer-related data.

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## Is Community Choice Aggregation considered “green”?

Depending on local needs and priorities, communities may elect to provide a 100 percent renewable energy product as the default supply mix. This choice will significantly increase the environmental benefits of the Community Choice Aggregation program, but may cost somewhat more than a nonrenewable product. Other Community Choice Aggregation programs may provide customers with power supply mix options. For example, a Community Choice Aggregation program may offer a basic option, a green option, or something in between. In this case, individual customers are given full discretion over which option they choose. In either case, the Community Choice Aggregation Administrator may seek prices for a range of product types and then decide which option is best to meet local needs.

## What are distributed energy resources and how can they be integrated into a Community Choice Aggregation program?

Distributed energy resources are local renewable energy projects including shared renewables such as community solar, energy efficiency, demand response, energy management, and microgrid projects. These and other innovative initiatives under Reforming the Energy Vision (REV) optimize system benefits, target and address load pockets/profiles within the Community Choice Aggregation zone, and reduce cost of service for participating customers. The Community Choice Aggregation Administrator may seek a proposal that demonstrates a compelling plan to market and develop financed distributed energy resources to a wide segment of Community Choice Aggregation customers. Energy service companies (ESCOs) may form partnerships to provide a turnkey capacity to design, finance, build, operate, and maintain distributed energy resources facilities within the term of a proposed supply agreement, and plan to transition meaningful levels of Community Choice Aggregation to distributed energy resources within that time period.

## What is needed before implementing a Community Choice Aggregation program?

The PSC Order on Community Choice Aggregation sets forth the requirements, terms, and conditions under which Community Choice Aggregation programs can proceed through implementation. The Order requires that a Community Choice Aggregation Implementation Plan, Data Protection Plan, and Local Law authorizations be filed with and approved by the PSC. Once these documents have been filed, the PSC will determine whether they comply with the requirements and issue an approval. A template for a Community Choice Aggregation Implementation Plan is included in NYSERDA's [Community Choice Aggregation Toolkit](#).

## Does my community need to pass a local law to enable Community Choice Aggregation?

Yes. Each municipality intending to implement a Community Choice Aggregation program must pass legislation to exercise its Municipal Home Rule Law authority after holding a public hearing. A template for a Local Law is included in NYSERDA's [Community Choice Aggregation Toolkit](#).

## What is the purpose of a Community Choice Aggregation Implementation Plan?

The Implementation Plan helps municipal officials, Community Choice Aggregation teams, NYSERDA, and the PSC clearly understand the goals, milestones, and deliverables. It also defines the roles and responsibilities of project partners as well as the Community Choice Aggregation's approach to public engagement, outreach, and education.

## What is a Data Protection Plan?

The Data Protection Plan describes how the Community Choice Aggregation Administrator will ensure the same level of consumer protections, including low-income customers, as currently provided by utilities and ESCOs. Utilities are developing a model Data Security Agreement to be approved by the PSC that will form the basis for these requirements. The Data Security Agreement is the standard agreement that all Community Choice Aggregations will have to sign with the distribution utility. Community Choice Aggregations must also file a Data Protection Plan, which will explain what steps will be taken to implement the agreement and otherwise protect personal data.

## How will account numbers and related information be kept confidential?

The agreement between the participating municipalities, Community Choice Aggregation Administrator, and ESCOs will contain data security provisions for all parties to protect the privacy of account level data.

## How can communities join together to form a Community Choice Aggregation program?

Cities, towns, and villages may wish to join together to pool demand and build market clout. In Community Choice Aggregation programs where one local government serves as the Administrator, other participating local governments may wish to enter into an Inter-Municipal Agreement with the municipal Administrator to create a Community Choice Aggregation program. Where the Administrator is a third party such as a nonprofit organization, private company, or local development corporation, municipalities may enter into a Memorandum of Understanding, contract, or other agreement with the Administrator to commit to participate in the program subject to certain terms and conditions. Templates for Memorandum of Understandings and

Inter-Municipal Agreements are included in NYSERDA's [Community Choice Aggregation Toolkit](#). These documents are not required, but may be useful.

### **How can Community Choice Aggregation Administrators procure the energy supply bid?**

Electricity and natural gas suppliers should be selected through a competitive procurement process, using an energy procurement request for proposals or bids. Each municipality participating in Community Choice Aggregation should designate a liaison who will review the draft request for proposals and provide input to the Community Choice Aggregation Administrator prior to publication.

### **How are Community Choice Aggregation programs funded?**

The PSC authorized Community Choice Aggregation programs to collect a rate-based administration fee, which covers organization's expenses for communications and outreach assistance, customer service, support to municipalities, and legal fees associated with managing the program.

### **Will the same ESCO be used for both electric and natural gas procurement?**

Possibly. ESCOs may have the opportunity to submit bids for either or both, and the Community Choice Aggregation Administrator has the freedom to choose the same ESCO. However, the Administrator is not required to choose any ESCO if responses to request for proposals are not satisfactory.

### **How much will I save?**

Even though Community Choice Aggregation programs are well positioned to achieve lower, fixed-rate electricity prices for participating consumers, savings are not guaranteed. That being said, the program may be designed so that it will not go forward unless the supplier's price is less than last year's utility price. However, there is no guarantee that the utility price will be lower than the Community Choice Aggregation price for the entire term of the Community Choice Aggregation's supply contract.

### **What if I don't want to participate?**

Participation is up to you. Every customer that currently receives energy from their utility will be given full advanced notice of the program's initiation and clear instructions on how they can opt-out. There will be online, phone, and mail (pre-paid postcard) options. Customers will have 30 days from the time they receive the opt-out notification. After that point, those customers that did not opt-out will be automatically migrated to the Community Choice Aggregation program.

### **Will my taxes go up?**

No. Taxpayer or public funding is not needed to run a Community Choice Aggregation program. In fact, the New York State sales tax you pay on your monthly electric and gas bill should go down if you are participating.

### **How will customers currently getting net metering credits be affected?**

Customers with rooftop solar will not be affected.

### **If customers opt out after the contract has commenced, how will that affect their service?**

Service will not be interrupted. The account will be transferred back to the utility at the end of the following billing period.

### **Will customers be informed at the end of the first contract that they may be switched to a new supplier, and then be given another chance to opt-out?**

Yes. All participating customers will receive notification of the change along with the new price and all of the opt-out methods.

### **Is my community eligible for technical assistance and grant funding through NYSERDA's Clean Energy Communities Program?**

In addition to providing tools, resources, and technical assistance, NYSERDA's Clean Energy Communities Program provides recognition and grants of up to \$250,000 to communities that complete four out of the 10 High Impact Actions. Community Choice Aggregation is one of the High Impact Actions. To demonstrate completion of this action, the applying jurisdiction must submit a copy of the adopted legislation authorizing the municipality's participation in an opt-out Community Choice Aggregation program. In addition, the applying jurisdiction must submit a copy of an executed electric service agreement between the applying jurisdiction and an ESCO to supply electricity to participating customers on an opt-out basis that is a 100 percent renewable clean energy product mix produced in North America and certified by Green-e. Visit [nyserdera.ny.gov/cec](http://nyserdera.ny.gov/cec) for more information. For technical assistance to support the implementation of Community Choice Aggregation, municipal officials can email [cec@nyserdera.ny.gov](mailto:cec@nyserdera.ny.gov) with questions.

LOCAL LAW NO. \_\_\_\_\_-2017

A LOCAL LAW TO ESTABLISH A  
COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM  
IN THE TOWN OF BRIGHTON, NEW YORK

Be it enacted by the Town Board of the Town of Brighton as follows:

The Code of the Town of Brighton is hereby amended by adding a new Chapter \_\_\_\_\_, entitled “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM,” to read as follows:

**§1. Legislative Findings; Intent and Purpose; Authority.**

- A. It is the policy of both the Town of Brighton (“Municipality”) and the State of New York to reduce costs and provide cost **price** certainty for the purpose of **consumer protection and economic development, to expand access and opportunities for consumers in retail energy markets, as well as to promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources (DER, as defined below).** ~~to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for Eligible Consumers in those markets.~~ Among the **initiatives that may advance these objectives** policies and models that may offer benefits in New York is Community Choice Aggregation (“CCA”), **a policy that empowers which** allows local governments to determine the **source** default supplier of electricity and/or natural gas **supply** on behalf of **Eligible Consumers. its residents and small businesses, reflecting local resources, priorities, and challenges.** Energy delivery remains the responsibility of the Distribution Utility.
- B. ~~The purpose of CCA is to allow participating local governments to procure energy supply service for Eligible Consumers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program (“CCA Program”) that will allow the Municipality that will allow the Municipality and other local governments to work together through a shared purchasing model to put out for bid the total amount of natural gas and/or electricity being purchased by Eligible Consumers within the jurisdictional boundaries of participating municipalities.~~ **the authority for the Town of Brighton, in connection with the implementation [of] a CCA program, to acquire utility data, to select, through competitive solicitation, energy Supplier(s) on behalf of Default Consumers within the jurisdictional boundaries of the Town of Brighton, and to maximize value for Participating Consumers through enhanced services related to DER. The Municipality may choose to collaborate with other local governments to form an inter municipal**

program. As a result, Eligible consumers will have the opportunity to have more control to lower their overall and stabilize their energy costs, to spur local clean energy innovation and investment, to improve customer choice and value and to protect the environment reduce their environmental impact; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

- C. The ~~Municipality~~ **Town of Brighton** is authorized to implement this ~~CCA Program~~ **COMMUNITY CHOICE AGGREGATION PROGRAM** pursuant to Section 10(1)(ii)(a) (12) of the New York Municipal Home Rule Law; and **consistent with** State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission (~~PSC~~) issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M-0224 enable actions by the Municipality.
- D. This Chapter shall be known and may be cited as the **COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM** Law of the ~~Municipality~~ **Town of Brighton**.

## **§2. Definitions.**

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated below:

- A. **AGGREGATED DATA** shall mean aggregated and anonymized information including, **but not limited to**, the number of consumers by service **and rate** class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service **and rate** class, ~~to the extent possible~~, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service **and rate** class.
- B. **CCA ADMINISTRATOR** shall mean the Town of Brighton or third party CCA Administrator duly authorized to **request Aggregated and Customer Specific Data**, ~~put out for bid the total amount of~~ **competitively solicit Suppliers for the aggregated demand for** electricity and/or natural gas **being purchased by Participating on behalf of Default Consumers and to offer Participating Consumers additional opportunities to participate or enroll in programs or projects related to Distributed Energy Resources**. CCA Administrator is responsible for Program organization, administration, procurement, ~~and~~ communications, **and for meeting all requirements for program implementation specified in the PSC CCA Order** unless otherwise specified.
- C. **CUSTOMER SPECIFIC DATA** shall mean customer specific information, personal data and utility data for all **Default Consumers in the municipality eligible for opt-out treatment based on the terms of PSC CCA Order and the CCA program design** including the customer of record's name, mailing address, telephone number, account number, and



primary language, if available, and any customer-specific alternate billing name, address, and phone number.

- D. ~~DATA SECURITY AGREEMENT~~ shall mean an agreement between the Distribution Utility and the Municipality that obligates each party to meet, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
- E. ~~DEFAULT SERVICE~~ **CONSUMERS** shall mean **customers of electricity and/or natural gas within opt-out eligible service classes (as delineated in the PSC CCA Order) who receive supply service provided by from the Distribution Utility as of the date the supply contract goes into effect, or to consumers who are not currently receiving service from an energy service company (ESCO). Eligible Consumers within these service classes that subsequently become eligible to participate in the Program including those that have terminated a supply contract with an ESCO, removed a freeze or block on their account, have voluntarily suspended service pursuant to a special rate, or are new residents of the Municipality. Consumers within opt-out eligible service classes, as of the date the supply contract goes into effect, taking service from an ESCO, those that have placed a freeze or block on their account, and those for whom enrollment in the CCA program would interfere with a choice they have already made to take service pursuant to a special rate are not considered Default Consumers and will not be enrolled on an opt-out basis. For the avoidance of doubt, all Default Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist as of the date the supply contract with the goes into effect. the Municipality that receive Default Service, and have not opted out, will be enrolled in the Program as of the Effective Date.**
- F. **DISTRIBUTED ENERGY RESOURCES (DER)** shall mean local renewable energy projects, **community distributed generation (e.g. shared solar) shared renewables like community solar, energy efficiency, demand response, energy peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects and other innovative Reforming the Energy Vision (REV) initiatives that further engage optimize system benefits, target and address load pockets/profile within the CCA's zone, and/or reduce cost of service for Participating Consumers, optimize system benefits, and/or address infrastructure and demand challenges within geography of the CCA.**
- G. **DISTRIBUTION UTILITY** shall mean owner or controller of the means of distribution of the natural gas or electricity ~~that is regulated by the Public Service Commission.~~ **in the**

Municipality. The Distribution Utility also serves as the default supplier of electricity and natural gas preceding the establishment of a CCA program.

- H. ~~ELIGIBLE CONSUMERS shall mean eligible customers of electricity and/or natural gas who receive Default Service from the Distribution Utility as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the effective date of the ESA.~~
- I. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- J. ~~NEW CONSUMERS shall mean consumers of electricity that become Eligible Consumers after the effective date of the ESA, including those that opt in or move into Municipality.~~
- K. PARTICIPATING CONSUMERS shall mean Eligible Default Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Distribution Utility as of the Effective Date and who have not opted out, and non-Default Consumers of any service class that have voluntarily enrolled in the Program. or are New Consumers.
- L. ~~PROGRAM ORGANIZER shall mean the group responsible for initiating and organizing the CCA. This group will typically secure buy-in from local governments and engage in preliminary outreach and education around CCA. The Program Organizer may be a non-profit organization, local government, or other third party. The Program Organizer and the CCA Administrator may be the same.~~
- M. PSC CCA ORDER shall mean the PSC's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, "Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs."
- N. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.
- O. SUPPLIERS shall mean an ESCOs that procures electric power and natural gas for Eligible Participating Consumers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

**§3. Establishment Authorization of a Community Choice Aggregation (Energy) Program.**



- A. A Community Choice Aggregation (~~Energy~~) Program is hereby established by the Municipality, whereby the Municipality may implement a CCA Program to the full extent permitted by the PSC CCA Order, as set forth more fully herein.
- B. The Municipality may ~~act as aggregator or broker for the sale of electric supply, gas supply, or both to Eligible Consumers and may~~ enter into contracts with one or more Suppliers for **electric and/or natural gas** energy supply and other services on behalf of **Eligible Default** Consumers.
- C. The Municipality may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to i) develop and implement the CCA Program, ii) act as CCA Administrator, and/or iii) develop offers of opt-in ~~distributed energy resources (DER) products and services to Participating Consumers. ,including opportunities to participate in local renewable energy projects, shared solar, energy efficiency, microgrids, storage, demand response, energy management, and other innovative Reforming the Energy Vision (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA zone, and reduce costs for CCA customers.~~
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Municipality's participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Municipality shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Consumers.
- E. **The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.**

#### **§4. Eligibility.**

- A. All **Default** Consumers ~~within the Municipality, including residential and non-residential, regardless of size, shall be eligible to participate in the CCA Program.~~ **shall be enrolled on an opt-out basis. Default Consumers will have the right to opt out before the supply contract goes into effect, or disenroll any time thereafter with no penalty. Those that do not opt out before the supply contract goes into effect will be enrolled automatically.**
- B. All **non-Default** Consumers **within the Municipality, regardless of service class, shall be eligible to participate in the CCA program on an opt-in basis.** ~~that are members of Rochester Gas and Electric Corporation, SC 1 Residential Service; and SC 2 General Service—Small Use for electric opt-out service class and SC 1 General Service gas opt-out service shall be enrolled on an opt-out basis except for consumers i) that are already~~

~~taking service from an ESCO, ii) that have placed a freeze or block on their account, or iii) for whom inclusion in the CCA Program will interfere with a choice the customer has already made to take service pursuant to a special rate. Those consumers may be enrolled on an opt-in basis.~~

- C. ~~New Consumers shall be enrolled on an opt-out basis.~~ CCA Administrator, on behalf of the Town of Brighton, shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award a contract in accordance with the CCA program.

## **§5. Opt-Out Process.**

- A. **A program notification** ~~An opt-out~~ letter, printed on municipal letterhead, shall be mailed to **Eligible Default** Consumers at least 30 days prior to customer enrollment. The ~~opt-out~~ letter shall include information on the CCA **program** and the contract signed with the selected ESCO **Supplier(s)** including specific details on rates, services, contract term, ~~cancellation fee,~~ and methods for opting-out of the CCA Program. The letter shall explain that consumers that do not opt out will be enrolled in ESCO ~~service~~ **the program** under the contract terms and that information on those consumers, including energy usage data and APP status, will be provided to the ESCO.
- B. **After the 30 day opt out period,** all consumers shall have the option to ~~opt-out of disenroll from~~ the CCA Program at any time without penalty.
- C. ~~Termination fees shall not be charged to consumers that cancel their CCA service as a result of moving out of the premises served.~~

## **§6. ~~Customer Service.~~**

~~Participating Consumers shall be provided customer service including a toll-free telephone number available during normal business hours (9:00 A.M. – 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from the Supplier.~~

## **§7. Data Protection Requirements.**

- A. The Municipality **or CCA Administrator on its behalf** may request Aggregated Data and Customer Specific Data from the Distribution Utility ~~provided, however, that the request for Customer Specific Data is limited to only those Eligible Consumers who did not opt-out once the initial opt-out period has closed.~~
- B. Customer Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the

protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; (ii) the utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

- C. For the purpose of protecting customer data, the Municipality must enter into an Data Security agreement with the Distribution Utility that obligates each party to meet collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Default Consumer or Participating Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Default Consumer or Participating Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data. ~~for the purpose of protecting customer data.~~

#### **~~§8. CCA Advisory Group.~~**

- A. ~~A CCA Advisory Group is hereby established to develop and review CCA related proposals, act as the Municipality's agent in awarding said proposals, and forward information regarding such awards to the Town Board for ratification.~~
- B. ~~Membership to the CCA Advisory Group shall include the Finance Director, Commissioner of Public Works or his/her designee and Town Councilmember.]~~

#### **§9. Administration Fee.**

The Municipality or CCA Administrator may collect, or cause to be collected, funds from customer payments to pay for administrative costs associated with running the CCA program.

#### **§10. Reporting.**

- A. Annual reports shall be filed with the Brighton Town Board of the Municipality by March 31 of each year and cover the previous calendar year.
- B. Annual reports shall include, at a minimum: number of consumers served; number of consumers cancelling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g. installation of DER or other clean energy services); and administrative costs collected. The first report shall also include the number of consumers who opted-out in response to the initial opt-out letter or letters.

- C. If a CCA supply contract will expire less than one year following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA program.

**§11. Effective Date.**

This Local Law shall be effective immediately upon passage.

**§12. Severability.**

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.



September 29, 2017

The Honorable Daniel Aman, Town Clerk  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

Dear Clerk. Aman:

Thanks so much for frankly sharing your concerns about Community Choice Aggregation in our telephone conversation on Thursday September 13. It was very encouraging to hear that overall you are supportive of the concept of a CCA.

As a board member of ColorBrightonGreen.org, and as that organization's liaison to the Rochester People's Climate Coalition (RPCC), I can state the sentiment of both organizations that this is an opportunity to address climate change at the community level as well as grow our regional economy. The purpose of this letter is to address the concerns you shared with me. The ColorBrightonGreen.org board has reviewed and endorsed the content of this letter. I have developed the responses with help from my colleagues at the Rochester People's Climate Coalition and Joule Assets.

**Opt Out Fees:** The power of CCA is in aggregating electric demand, and opt-out is a necessary component to make it successful. We encourage Brighton to insist on free opt outs for residences and small businesses. Removing paragraph 5C in the local law is one good way to achieve this. We agree that paragraph 5C appears in conflict with paragraph 5B.

**Public CCA Awareness/Knowledge Prior to Local Law Passage:** To date the percentage of Brighton residents with knowledge about CCA is relatively small and achieved via discussions at special events and written materials on select websites and publications.

**Public CCA Outreach After Local Law Passage:** Once municipalities have passed local laws and a CCA Administrator has been chosen, the Administrator will conduct intensive public outreach for a minimum of 60 days. The outreach will target all citizens of participating communities and focus on the CCA process, including the the investigation of the amount of energy needed for participating customers and the availability of renewable and/or carbon free

energy within the marketplace. Community expectations will need to be managed during this outreach period and recognize that action will depend on the results of market research.

**Renewable and/or Carbon Free Energy Supply Prices compared to the Utility Default**

**Prices:** The utility default energy prices (which people are automatically opted into now) are a fluctuating rate and change frequently. The CCA administrator will be seeking to pre-qualify energy suppliers that can provide a fixed price that is below the average default utility rate for the previous 1 or 2 years depending on which would be most favorable.

**Avoiding actions that would increase the use of natural gas obtained through fracking:** The current local law template includes the possibility for aggregation of natural gas as well as electricity. Local supporters of the CCA do not have an interest in seeking community aggregation of natural gas. All references to natural gas could be omitted from the local law.

**The value of 100% Renewable Energy Supplies as opposed to Zero Carbon Emission**

**Energy Supplies.** You said that you had questions about the real need for a CCA after hearing Eric Hittinger say that the majority of energy in our area is currently carbon free. We recognize that due to how electrons flow, and the proximity of the nuclear plant, that most electrons used in our town are likely coming from nuclear sources and have zero carbon emissions. However, the EPA grid-region database for electricity generation lists a mix of electricity sources for our region that includes 5.5% coal, 25.9% gas, and .6% oil--representing 32% fossil fuel usage.

Establishing a CCA program that eliminates the fossil fuel component allows for clear accounting of emissions. When getting to the implementation phase of the CCA, we suggest seeking pricing for both 100% renewable energy (solar, wind, hydro) and 100% carbon free energy (nuclear included).

This issue gets into the question of the vision of the CCA program. Solving climate change means eliminating fossil fuel use through more efficient energy use but also by converting transportation and heating to electric powered systems, which will mean more electricity production. The CCA can establish a clear path for the development of local renewable supply and encourage energy conservation.

**Finding enough renewable and/or carbon free energy to serve the CCA.** Before the CCA seeks energy bids it will explore the marketplace itself to see what available renewable and carbon-free energy sources are in the marketplace and what the best feasible prices are likely to be. The solicitation would then be sent to pre-qualified ESCOs. Joule Assets did this with Westchester Power and found many options available and is confident that renewable and carbon free energy resources are readily available in the marketplace.

**Likely resident CCA participation rate:** The number of accounts that typically participate in a CCA is usually 70-80% in an opt-out CCA model. In Westchester County the average opt out rate was 6.3% with the opt out percent ranging from a low of 3% to a high of 16.7% among the 20 participating municipalities.

**Development of local solar or wind energy projects in Westchester County:** There have been some community solar projects built in Westchester County, but they have not yet been incorporated into the Westchester Power CCA. It is our understanding that new orders are being developed by the Public Service Commission to facilitate the connection between community solar projects and CCA programs.

**Liability concerns related to the CCA data protection plan:** The data protection plan is required by and approved by the New York State Public Service Commission. The data collected for the CCA is name, address, account number and aggregated energy use data. This is important information but does not include those highly sensitive data elements such as SS#, bank account numbers, credit card account information, etc. Nonetheless, it is expected that cybersecurity insurance will have to be acquired either by the CCA or any subcontractor who is managing the data.

Thank you for your interest in Community Choice Aggregation and for your interest in assuring the Town's understanding and comfort with the local law and its implications.

If I have misinterpreted any of your concerns, or if you need further information on my responses, please feel free to contact me by phone (381-8817) or email (margypeet@yahoo.com). I am also sending copies to the Town Supervisor, Town Board Members and Town Attorney because I trust that they may have some of the same questions and concerns that you do.

Sincerely,

Margy Peet  
ColorBrightonGreen.org Board Member  
RPCC CCA Team Member

Copies to: ColorBrightonGreen.org board members  
Town of Brighton Supervisor  
Town of Brighton Town Board Members  
Town of Brighton Attorney  
RPCC CCA Team Members