

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

**Meeting Date: Thursday, February 21, 2019 (3:30 p.m.)  
Location: Stage Conference Room, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the February 5<sup>th</sup>, 2019 meeting.
2. Authorize contract with Young Explosives for the 2019 4<sup>th</sup> of July celebration fireworks display (Parks Dept.) – Request from Matt Beeman for Town Board action to approve and authorize the Supervisor to execute a contract with Young Explosives for the 2019 Fourth of July fireworks display. Contract is in an amount not to exceed \$11,400 and funding is available in the Celebrations budget center. All insurance and permits will be in place for this event (see letter from M. Beeman).
3. Authorize contract with the Skycoasters for the 2019 4<sup>th</sup> of July celebration (Parks Dept.) – Request from Matt Beeman for Town Board action to approve and authorize the Supervisor to execute a contract with the Skycoasters for the 2019 Fourth of July celebration musical performance. Contract is in an amount not to exceed \$3,800 and funding is available in the Celebrations budget center. All insurance and permits will be in place for this event (see letter from M. Beeman).
4. Approve budget transfer in the Buckland Park budget center for the purchase of a replacement refrigerator (Parks Dept.) – Request from Matt Beeman for Town Board action to approve a transfer as follows:  
From: A.PARKS.7115.4.11 Maintenance Supplies      \$700  
To:      A.PARKS.7115.2.60 Facility Improvement      \$700  
For the replacement of the refrigerator in the lodge.
5. Declare items in the Highway and Sewer Depts as surplus for sale at auction and disposal (Highway/Sewer Depts.) – Request from Tim Anderson for Town Board approval to dispose of assets:  
HIGHWAY: Stone Cement Mixer (#2132) – May 2019 Auction  
SEWER: 2 2009 Tommy Lift Gates (#5422 & 5423) – Disposal  
SEWER: 2008 Rugby 2/3 CY HD Dump Body off of Sewer Truck #14 (No Asset #) – May 2019 Auction  
(see letter from T. Anderson)
6. Authorize renewal contract with Uof R Medicine for EAP (Employee Assistance Program) services for 2019 (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 Medical Faculty/Strong EAP. Strong EAP has been our provider of these services since 2008. The 2019 rate will be increased by 44 cents (2%) from \$22.00 to \$22.44 per employee. Based on 200 employees the contract amount is proposed at an annual amount of \$4,488 (see letter from T. VanPutte).

7. **IF NEEDED:** Authorize final appropriations and transfers for the 2018 budget year end processing (Finance Dept.) – Request from Paula Parker for Town Board action to approve the list of transfers and appropriations necessary to reflect the actual activity that has occurred relative to the 2018 amended budget. **The list will be completed, if necessary, after closing 2018 purchase orders to carry over to 2019** (see letter from P. Parker).
8. **Review proposed Request for Proposal (“RFP”) for the Community Choice Aggregation (CCA) Administrator (Supervisor’s Office)** – Request to review the RFP for the CCA Administrator and to refer the same to the Town Board for action to approve and authorize the solicitation of such services per the conditions set forth in the RFP (see attached RFP).

The next regularly scheduled meeting of the FASC will be held on **TUESDAY, MARCH 5, 2019 at 3:30 p.m.** in the **DOWNSTAIRS** Meeting Room of the Brighton Town Hall. All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE\*\***  
**\*\*NOTE THE DATE DUE TO ASSOCIATION OF TOWNS CONFERENCE\*\***



*2a*  
**Parks Department**

**Matthew Beeman**  
Superintendent of Parks

February 13, 2019

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

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with Young Explosives for the 2019 July 4<sup>th</sup> fireworks display. The cost will be \$11,400 and funding is available in our 2019 celebration budget. As part of their agreement, the contractor is required to submit a certificate of insurance naming the Town of Brighton as additionally insured. In addition we will also secure all the needed permits required for the display.

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

Sincerely,  


Matt Beeman  
Superintendent of Parks

Cc:  
P. Parker  
S. Zaso  
A. Banker

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**YOUNG EXPLOSIVES CORPORATION**  
**Fireworks Exhibition Agreement**

This agreement made this 6th day of February, 20 19 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

**Town of Brighton**

**220 Idlewood Road**

**Rochester NY 14618**

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

**Meridian Center Park**

on the date of Thursday July 4, 20 19 in a location to be designated by the customer and approved by **Young**.

The parties hereto mutually agree, one with the other, as follows:

**1. Guaranteed Exhibition of Fireworks**

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

**2. Spectator Control**

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

**3. Permits**

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the customer if noted on page 2 of the contract or if notified by written notice from the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

**4. Insurance**

a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.

b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

**5. Postponement or Cancellation**

a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with *no extra charge*.

b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.

c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be *no charge*. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

**6. Terms of Payment**

a) Check box that applies:  Young requires no down payment.  Young requires a down payment of \$ \_\_\_\_\_, due by 20. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.

b) The customer agrees to pay Young, or his agent, the total sum of Eleven Thousand Four Hundred Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.

c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

**7. Counterpart Execution; Electronic Signatures**

This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

Total sum 11,400.00 Dollars

**Young Explosives Corp.**

The parties sign below:

**Display Fireworks**

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

YoungExplosives.com

E-Mail: fireworks@youngexplosives.com

**President**

Young Explosives Corp.

**James R. Young**

(Print Name)

Title

Customer Signature

Title

(Print Customer Name)

**8. Headings**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

**9. Entire Agreement**

This Agreement for the fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter here, of and there are no other understandings, whether oral or written, regarding the subject matter hereof.

**Customer Contact Name(s)**

**Matt Beeman**

**Superintendent of Parks**

**Telephone (with Area Code)**

Work: **585.784.5262**

Fax: **585.784.5365**

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: **matt.beeman@townofbrighton.org**

**Send Invoice to:**

**Address on front** OR  **Name/Address below**

**Additional Contact Name/Information**

Work: \_\_\_\_\_

Fax: \_\_\_\_\_

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Insurance Information:** Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. Customer is responsible for providing all information needed for full insurance coverage.

**Town of Brighton; New York State Canal Corporation; New York State**

**Customer Requests**

Time of show: **10:00**  AM  PM

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

Customer agree to provide 5 people to review and clean up display site and fall out area on July 5th at 8:00am

with Young Explosives Corporation representative

Customer will apply for and provide YEC with copies of the 3 required permits: NYS Canal Corp., NYS Office of Fire Prevention & Control, and Town of Brighton. Young will provide the customer with required supporting documents.

**Permits**

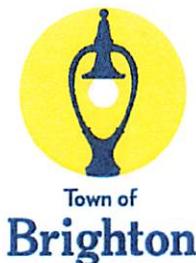
Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event  
 Young to apply for the Permit(s) on your behalf:

Customer to pay the amount of \$ \_\_\_\_\_. Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the show price on the front of the contract.

INCLUDE the above permit costs in the show price on the front of the contract.

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## Parks Department

Matthew Beeman  
Superintendent of Parks

February 13, 2019

Honorable Finance Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with the Skycoasters for the 2019 July 4<sup>th</sup> celebration. The cost for their performance will be \$3,800, and funding will be available from donations and through our celebrations budget if needed. As part of their agreement, the Skycoasters are required to submit a certificate of insurance, naming the Town as certificate holder and additionally insured. The certificate will be received prior to the event.

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

Sincerely,

Matt Beeman  
Superintendent of Parks  
Town of Brighton

Cc:  
P. Parker  
S. Zaso  
A. Banker

# the *Skycoasters*

12 Windchase Rise  
Fairport, NY 14450

This contract made on July 17, 2018, by and between the presenter and the undersigned performed as leader or attorney-in-fact and such extras as the said performer(s) may secure.

**Presenter:** **Town of Brighton**  
**Date:** **Thursday, July 4, 2019**  
**Location:** **Meridian Center**  
**Type of Event:** **July 4 Celebration**  
**Start/Finish Time:** **8:00 – 9:45p.m. (presenter providing stage/tent cover at their expense)**  
**Terms Agreed Upon:** **\$3,800.00**

The Presenter agrees to provide the following at **NO CHARGE** to the Skycoasters. If any of these listed items cannot be made available, please advise us, as we will be glad to work with you to make adjustments, or alternative arrangements. Also, please provide us with a contact name/number at your event site with whom we can discuss set-up details

**ELECTRICITY REQUIREMENTS:** Six (6) separate 20-amp dedicated circuits (outlets) with nothing else connected to them and circuits need to be within 25 feet of the stage area. If you don't have 6 outlets, please contact us and we will work around the issue with your event site person.

**STAGING:** All staging, platforms, and dance flooring, need to be assembled and in place prior to the arrival of the Skycoasters' crew. For smaller shows (i.e., weddings), if you do not want the band on a stage, that is fine...it is your choice.

If you do choose to have a stage, we request an overall stage size of 20' x 24' or larger (we can fit into smaller space if need be) and the entire stage can be one level. Please make sure the 24' side of the stage is facing the audience.

For larger shows, when using a drum riser on the stage: A drum riser measuring 8' wide and 8' deep x 1' high and should be located in the center towards back of stage.

We're glad to help you, or your contact, with any staging questions.

**PARKING:** Please reserve parking spaces for the Skycoasters' vehicles (two trucks and a bus), adjacent to the event location.

**WEATHER:** If the performance is to be outside, the presenter is requested to provide protection, such as a stage roof (covering) and plastic or tarps for instruments, sound and lighting equipment, in case of rain or other inclement weather.

**HOSPITALITY:** It would be appreciated if you could provide cold soft drinks and a sandwich platter for the band & crew (approximately 16 people). The crew set up for the show in the late afternoon/early evening and then stay right on through the evening for the show.

**DRESSING ROOM:** If possible, a dressing room prior to, and during the show, would be appreciated for changing costumes.

**Please Note:** NO deposit due. Full payment is due after the performance and you can mail the check made payable to *Skycoasters LLC* to our mailing address above.

This contract shall bind and benefit the parties jointly and severally, and each and any performer or extra may enforce it. This contract constitutes the entire agreement between the parties with respect to its subject matter. It cannot be changed or waived in whole, or in part, except by a signed writing.

Presenter: \_\_\_\_\_

Performer: *Skycoasters LLC*

Auth. Signature \_\_\_\_\_

Auth. Signature *Barbara*

Office # \_\_\_\_\_

Secretary – Barbara @ home in the evenings – (585) 223-9524

Cell # \_\_\_\_\_

Tax I.D. #16-1437850

**The Skycoasters were Voted #1 Band in Rochester!  
We look forward to your event and delighting you and your audience!**



Town of  
**Brighton**

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**Parks Department**

**Matthew Beeman**  
Superintendent of Parks

February 19, 2019

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

Re: Transfer of funds –Buckland Park Lodge refrigerator replacement

Honorable Members:

I would like to recommend that a budget transfer be approved from the following:

**Parks Department Buckland Park maintenance supplies (A.PARKS 7115 4.11) in the amount of \$700.**

**To the following:**

**Parks Department Buckland Park facility improvements (A.PARKS 7115 2.60) in the amount of \$700.**

We have a need to replace the refrigerator at the Buckland Park Lodge. The original refrigerator is 15 years old and has a failing compressor. We have also received numerous requests from Lodge renters about replacing. The replacement will be a top freezer GE model in a black finish which is better suited for the rigors of a rental facility.

I would be happy to answer any questions about this matter.

Sincerely,

Matt Beeman  
Superintendent of Parks

Cc: P. Parker, S. Zaso, A. Bunker



# Highway Department

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

Tim Anderson  
Deputy Highway  
Superintendent

February 15, 2019

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

Re: Authorize Disposal of Equipment

Honorable Members:

I recommend the disposal of certain Highway and Sewer Departments equipment as listed below. The items listed are no longer needed or able to support departmental operations.

HWY - Stone Cement Mixer	Asset #2132
SWR – 2009 Tommy Lift Gate	Asset #5422
SWR – 2009 Tommy Lift Gate	Asset #5423
SWR – 2008 Rugby 2/3 CY HD Dump Body off of Sewer Truck 14	No Asset #

I further recommend that I be authorized to dispose of the cement mixer and dump body through Roy Teitsworth, Inc. at a municipal auction scheduled for May of this year. The two Tommy lift gates listed have no remaining value and/or no longer serviceable and are to be disposed of as junk.

Sincerely,

  
Timothy J. Anderson  
Deputy Highway Superintendent

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



Town of  
**Brighton**

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Personnel Department

Tricia Van Putte  
Director of Personnel

February 19, 2019

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

Re: Strong EAP Contract for 2019

Dear Honorable Members:

I am requesting that the Town Board approve the renewal of the 2019 Employee Assistance Program (EAP) contract with UR Medicine EAP of the University of Rochester Medical Faculty Group. 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 2019 is a fixed rate of \$22.44 per employee, based on a total of 200 employees. This represents a 2% increase over the rate of \$22.00 for the current contract for 2018. The total contract amount for 2019 is proposed at \$4,488.00 for 12 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 \_\_\_\_\_, 2019 by and between, **Town of Brighton, 2300 Elmwood Avenue, 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 496 White Spruce Blvd., Rochester, New York 14623, 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,

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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: Developing Resiliency While Moving through Change, Conflict Resolution Skills, Effective Communication Skills, Coping with Relationships: How Close Is Too Close, Food and Mood, Diabetes and Mental Health, When Substance Abuse Comes to Work, Dealing with Difficult People, Depression, and Self-Esteem. Five (5) 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 **\$150/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

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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 **one (1) year term and commence on January 1, 2019 and terminate on December 31, 2019**.

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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**

The **Town of Brighton** agrees to pay UR Medicine EAP a sum of **\$4,488.00** annually [based on **200 employees x \$22.44**], which will be paid by **Town of Brighton** to UR Medicine EAP in one (1) installment of **\$4,488.00**, due within 30 day of execution of this contract.

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.

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

**TOWN OF BRIGHTON**

BY: \_\_\_\_\_

William Moehle, Town Supervisor

**DEPARTMENT OF PSYCHIATRY**

**UNIVERSITY OF ROCHESTER**

BY: Beth D. Danehy \_\_\_\_\_

Beth D. Danehy, MA, MS MFT, CEAP  
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 Avenue, Rochester, NY 14618**, 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, 2019 (the “Engagement”). 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:

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- 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

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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.

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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  
496 White Spruce Boulevard  
Rochester, New York 14623  
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 Avenue  
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: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNIVERSITY OF ROCHESTER  
UNIVERSITY OF ROCHESTER  
MEDICAL FACULTY GROUP**

By: \_\_\_\_\_  
Print Name: Michael Rotondo, M.D.  
Print Title: CEO UR Medical Faculty Group  
Date: \_\_\_\_\_

## Finance Department



Paula Parker  
Director of Finance

February 20, 2019

\*note: may not need transfers

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

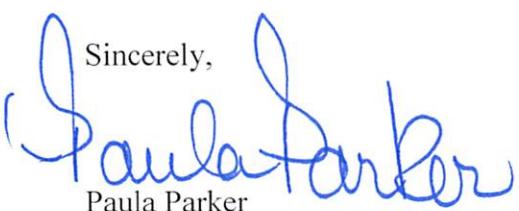
RE: 2018 Budget Transfers and Appropriations

Dear Board Members:

I am requesting Town Board authorization to record the attached 2018 budget transfers and appropriations. These requested transfers and appropriations are necessary to reflect actual activity that has occurred relative to the 2018 amended budget (see attached).

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  
Director of Finance

Attachment

**TOWN OF BRIGHTON, NEW YORK**

**TOWN OF IRONDEQUOIT, NEW YORK**

**TOWN OF PITTSFORD, NEW YORK**

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**VILLAGE OF PITTSFORD, NEW YORK**

**REQUEST FOR PROPOSALS (“RFP”)**  
**Community Choice Aggregation Administrator**

**PROPOSAL SUBMISSION DEADLINE**

**Friday, March 15<sup>th</sup>, 2019**  
**4:00 pm**

**Issuance Date: February 15<sup>th</sup>, 2019**

## SECTION I – PURPOSE AND BACKGROUND

### A. PURPOSE

In this Request for Qualifications and Proposals (“RFQ/P”), the Towns of Brighton, Irondequoit and Pittsford and the Village of Pittsford (the “Municipalities”) intend to review the relevant experience of qualified firms (“Firm”) to administer a Community Choice Aggregation (“CCA”) program. The Municipalities seek a Firm with experience procuring a 100% renewable clean energy product as defined by the New York State Energy Research & Development Authority (“NYSERDA”) with guaranteed cost-saving when compared to the current default energy supply option.

### B. SCHEDULE

Issuance of RFQ/P:	Friday, February 15, 2019
Deadline for Submissions:	Friday, March 15, 2019

### C. BACKGROUND

New York State municipalities are permitted to participate in a CCA program subject to local authorization, pursuant to the New York State Public Service Commission’s Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224 (“PSC CCA Order”).

New York State municipalities are permitted to participate in a CCA program subject to local authorization, pursuant to the New York State Public Service Commission’s Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224 (“PSC CCA Order”).

In 2018, each of the Municipalities adopted local laws creating its own CCA Program. The Town of Brighton adopted its legislation (Community Choice Aggregation Local Law of 2018) on March 28, 2018, after holding a March 14, 2018 public hearing. The Town of Irondequoit adopted its legislation on August 21, 2018 (Local Law 8 of 2018), after holding a public hearing on July 17, 2018. The Town of Pittsford held two public meetings, in April and June 2018 and adopted a local law on September 17, 2018 (Local Law 4 of 2018), after having held a public hearing that same evening. And, the Village of Pittsford adopted a local law on December 11, 2018 after holding a public hearing that same evening.

The Municipalities, through their legislative bodies, have adopted a Memorandum of Understanding (“MOU”) to work collectively - in compliance with each municipality’s respective procurement policy - to solicit, evaluate and select, a common CCA administrator to assist in securing a 100% renewable clean energy product. Ultimately,

the decision of retaining a CCA administrator with reside with each individual municipality through their respective legislative Boards.

#### D. RESPONSIBLE RESPONDENT QUALIFICATIONS

Respondents may be non-profit or for-profit and should have experience procuring either a) renewable clean energy product as defined by NYSERDA; or b) experience in all aspects of implementation, organization and administrations of a CCA program. Respondents must be in good financial standing with federal agencies and the State of New York.

### **SECTION 2 – STATEMENT OF QUALIFICATIONS**

This section outlines the information that must be included in your Qualifications Statement. Please respond with your information in the same order as the items in the section

1. Please indicate whether your firm purposes to undertake (a) procurement only; (b) implementation, organization and administration only; or (c) both.
2. Please provide a brief history of your Firm including the number of years in business, identification of company ownership, and the number of employees. Describe a minimum of three (3) projects of similar scope that best demonstrate the firm's qualifications to undertake all aspects of this project.
3. Provide a description of the project team's organization and roles. Please include resumes of the project team members. Include their qualifications and experience as related to the scope of series detailed below as well as their anticipated assignments related to this project. Specific information on their background, training, and experience with similar projects should be included.
4. To the extent that you would engage subcontractors or consultants for this project, or would work on this project in conjunction with any project organizer or other third party (any such subcontractor, consultant, organizer or other third party a "Third-Party"), please provide the name, location and contact information for each. Each Third Party will be required to provide a complete copy of its contract with the Respondent. Please state which elements of the Scope of Services, as described in Section 3 of this RFP, each Third Party would perform or participate in performing ("Third-Party Services"). For each Third Party please provide a brief history, including the number of years in business, identification of company ownership and the number of employees, together with the information specified in Items 1, 3, 5 and 6 of this Section 2 – Statement of Qualifications. With respect to each Third Party, please also provide (a) the information specified in Section 3 – Scope of Services for each element of the Scope of Services comprising the Third Party Services; and (b) to the extent relevant to the Third Party Services, the information requested in Item D1 of Section 4 – Elements of Response. If any Third Party has experience in the planning, implementation or administration of community aggregation programs in New York, please so indicate and

describe such experience. If any contract between you and any Third Party requires approval from the New York State Public Service Commission or any other agency of the State of New York, please submit proof of such approval. The information required by this subsection 4 may be furnished directly by any Third Party as an addendum attached to your response to this RFP.

5. Please indicate if any additional staff would need to be hired in order to carry out this project.
6. An hourly rate of pay for the employees proposed for this project.
7. Provide a minimum of three (3) clients from whom your firm has administered a CCA program. Include the following information for each client:
  - o Name and address of client;
  - o Name and telephone number of contact person;
  - o Summary of the services provided.

### **SECTION 3 – SCOPE OF SERVICES**

The Scope of Services should address respondent's capacity to perform the following expected administrative functions:

1. Draft and submit Implementation Plan and Data Protection Plan, incorporating local goals and priorities. Provide sample Plans if desired, as appendices.
2. Educate and notify public, according to the PSC CCA Order.
3. Lawfully and securely procure, transfer, and store anonymized and customer-specific program data on behalf of the Municipalities, pursuant to an approved Data Protection Plan.
4. Analyze and report regularly to the Municipalities and Public Service Commission on program data, pursuant to the PSC CCA Order.
5. Calculate value proposition of prospective commodity savings and cost certainty.
6. Identify and procure available local and regional renewable generation in accordance with clean energy goals as established by the Municipalities.
7. Identify, develop, and report on opportunities to integrate other distributed energy resources (e.g., battery storage, energy efficiency, smart home/demand management programs).
8. Vet and pre-qualify prospective energy suppliers in accordance with criteria established by the Municipalities.
9. Develop commodity supply contracts and other agreements suitable to the Municipalities and their respective Attorneys.
10. Ensure compliance with legal and regulatory requirements.
11. Process customer enrollment and opt-outs.

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12. Provide continued support to the Municipalities and customers after program launch including:

- Customer service;
- Monitoring and management of contractual obligations;
- Regular program data and performance metrics reporting;
- Program development and enhancement;
- Continued analysis of relevant market and regulatory issues.

## **SECTION 4 – ELEMENTS OF THE RESPONSE**

All proposal submissions must include the following information to be considered complete. The Municipalities reserve the right to reject any proposal for non-compliance with these requirements and specifications and/or to waive informalities. Please respond to the sections following the same order as in this RFP. For each step, be sure to detail what technical and support services you would have available.

### **A. COVER LETTER**

A transmittal letter on the respondent's business stationery from the individual(s) or a principal officer of the firm offering the proposal and certifying that the proposal will remain in effect for ninety (90) days after the proposal due date. The letter should contain a general description of the mission or focus of the organization and provide the name and address of the individual or firm, and contact information for the individual or officer (telephone number and email address).

### **B. STATEMENT OF QUALIFICATIONS** as defined in Section 2

### **C. SCOPE OF SERVICES** as defined in Section 3.

### **D. RELEVANT EXPERIENCE**

The Relevant Experience should address the respondent's knowledge and involvement in the following subsections. The response should include but is not limited to the example questions listed below each subsection.

#### **1. Energy Markets:**

New York State, regional, national and international energy markets.

*For Example:*

- a. Beyond commodity procurement, how would your experience help you to leverage the aggregation of consumer purchasing power for any additional supply-side market opportunities?
- b. What experience or credentials do you have in managing demand-side initiatives for residential and small business customers?

- c. Are there opportunities for CCA communities to participate in such as demand-side or efficiency markets as well, as a demand response resource, for instance?
- d. If so, how would participating customers share in the value created? How much impact would this program have on rates and how would such a program be managed and staffed? How would participation be encouraged?
- e. How else may CCA communities leverage their collective market power to incentivize efficiency and create value for consumers in the future?
- f. What regulatory, political, and/or economic challenges must be overcome to achieve these outcomes?

2. CCA Administration:

Planning, implementation, and administration of community aggregation programs in New York and/or other states. Please provide 3 client testimonials; respondents may submit as an appendix.

## E. PROGRAM DESIGN

The Program Design should address the respondent's vision for the following subsections. The response should include but is not limited to the examples questions listed below each subsection.

### 1. Procurement Strategies:

Describe strategies and mechanisms to increase financial and environmental benefits for customers and the community.

*For Example:*

- a. Are there specific contract terms (length, fixed v. variable rates, consumer protections) you would advise the Municipalities to specify? What contractual requirements would you employ to ensure procurement of cleaner energy than the default utility supply?
- b. What sources of renewable energy are available to supply the program and what are the estimated relative prices?
- c. How will you assist the Municipalities in procuring local renewable energy and advancing the development of local projects? Are there renewable generators in the Municipalities that we can buy from?
- d. What is the likelihood that the Municipalities can procure 100% renewable energy **and** save customers on their bills?
- e. Will all customers in the Municipalities pay the same rate? If not, what factors impact each customer's rate?
- f. Are there savings and/or earnings opportunities afforded to some customers (based on location, income/credit profile, consumption) and not others?
- g. What rate advantages or disadvantages are there when other municipalities are added?

## 2. Program Roles:

Describe proposed roles and responsibilities for management including those for the Municipalities and other stakeholders. Specify staff resource allocations and provide related credentials.

*For Example:*

- a. How do you propose to work with local stakeholder groups?
- b. What role do you envision the Municipalities playing in program administration? What workload should each Municipality expect for its staff, legal counsel, and elected officials?
- c. Will each Municipality sign a separate contract with suppliers or will they act as a single inter-municipal entity?

## 3. Program Budget:

Describe the following:

- Proposed costs and fees to complete the Program Scope tasks.
- Ongoing administrative and other costs and fees throughout the term of the supply contract.
- Data acquisition and security fees.
- Payment schedule for proposed fees and costs and any schedule dependencies.
- Impact of costs and fees on the Municipalities and program rates.
- Preliminary projections of program rates and savings estimates. Provide methodology behind projections.
- If proposal includes plans to contract any work externally to meet the requirements described, it must be clearly stated in the proposal with all costs including of any subcontracted work, and names of subcontractors clearly delineated.

*For Example:*

- a. Who pays the administrative fees? Will they appear on customer bills?
- b. What upfront costs are the Municipalities expected to shoulder?

## 4. Implementation Timeline:

Outline proposed timeline for completion of each requirement. Respondents may submit as an appendix.

## 5. Ongoing Services:

What is the vision for the long-term success of this program beyond the initial contract?

*For Example:*

- a. How do you support community outreach beyond contract execution? Will you perform customer service throughout the term of the contract? Do you offer any additional outreach, complaint resolution, customer advocacy, or other services?
- b. Will there be a phone number and/or website provided for program customers?

- c. Will you perform any public-facing reporting to consumers regarding rate comparisons and savings estimates, new or updated program information, available services, etc.?
- d. Do you plan to offer additional programs to customers related to energy efficiency, renewable generation, demand management?

## **SECTION 5 – SUBMISSION GUIDELINES**

1. All respondents should carefully review the contents of this document. All of the Requirements and Specifications in this document may become part of an agreement to be signed by the Municipalities and the successful respondent.
2. All proposals must be submitted no later than (time) on (Day of Week), (Month) (Day), 2018.
3. Proposals may be submitted electronically to [supervisor@irondequoit.org](mailto:supervisor@irondequoit.org) with “CCA Administrator” in the subject line. Proposals can also be mailed or personally delivered to the Town of Irondequoit c/o Supervisor’s Office at 1280 Titus Ave, Rochester, NY 14617.
4. Inquiries concerning this RFP can be submitted to: Laura Smith, Attorney for the Town of Irondequoit by email at [lmsmith@hselaw.com](mailto:lmsmith@hselaw.com) with “CCA Administrator RFP” in the subject line. All questions must be submitted in writing. Questions must be submitted by (Month) (Day), 2019.
5. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Responder and will not be reimbursed by the Municipalities.
6. The Municipalities reserve the right to reject any proposal for non-compliance with these requirements and specifications and/or to waive informalities.
7. The proposal is not a contract offer. Selection of a proposal by the Municipalities is not a contract acceptance. A contract is a separate, written agreement between the Municipalities and a respondent which may be entered into after the selection process.
8. If Respondent wishes to keep any or all portions of its response confidential or wishes to assert that any or all information provided in response to this RFP is proprietary, said Respondent shall so specify in its response the portion or portions of the response which Respondent considers confidential or proprietary.

## **SECTION 6 – EVALUATION CRITERIA**

The Municipalities will evaluate proposals based on the weighted criteria described below. Assessment of capabilities will depend in large part on how effectively and knowledgeably the respondent delineates required and desirable subtasks in each of the categories.

The Proposals will be rated based on the following criteria and criteria weights:

Criteria	Weight
Statement of Qualifications	25%
Scope of Services	10%
Energy Market Experience	15%
CCA Administration	15%
Program Procurement Strategies	15%
Program Roles	5%
Program Timeline	5%
Ongoing Services	10%
<b>Total:</b>	<b>100%</b>

Each Municipality reserves the right to contract with a CCA administrator individually, or with all of the other Municipalities, or with one or more of the other Municipalities on the same terms and conditions as provided in the RFP and the responses thereto. Nothing herein shall preclude any of the Municipalities, together or individually, from negotiating contract terms with a CCA Administrator that each Municipality deems to be in its best interest.

## SECTION 7 – SELECTION PROCESS

All proposals that are deemed responsive (as described above) will be reviewed by multiple staff. All reviewers will sign a confidentiality statement and keep all content of proposals confidential, except to the extent disclosure of proposals is required by law or deemed advisable by the Municipalities in any litigation arising from this RFP. The winning proposal may be shared unless it contains details on business models and/or proprietary secrets.

The Municipalities may, at their discretion, request presentations or meetings to clarify or negotiate modifications to the proposal. However, the Municipalities reserve the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially as completely as possible. The Municipalities contemplate awarding the contract to the proposal with the highest rating.