

VILLAGE OF PITTSFORD

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Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Meeting April 8, 2021 5:30 PM

Tentative Agenda

Board Member - Conflict of Interest Disclosure & Open Meeting Compliance Certification

Meeting Items

1. Mayor Plummer – Opening Statement
2. Email Accounts (Usage)
3. Moving from Go To Meeting to Zoom
4. Building Security
5. Newsletters (Communications)
6. Monroe County Energy Contracts
7. Banners – Monroe Country Club Golf Tournament

Member Items

Executive Session

Next Scheduled Meeting – April 13, 2021

*Subject to Change Without Notice

INTERMUNICIPAL AGREEMENT

BETWEEN

MONROE COUNTY

AND THE

Village of Pittsford

INTERMUNICIPAL CO-OPERATIVE PURCHASING AGREEMENT

Pursuant to Article 5-G of the New York State General Municipal Law

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between **Monroe County**, a Municipal Corporation, having its principal office at the Monroe County Office Building, 39 West Main Street, Rochester, New York 14614 hereinafter referred to as "County" and the **Village of Pittsford**, a Municipal Corporation, having its principal office at 21 North Main Street, Pittsford, NY 14534, hereinafter referred to as "Municipality."

WITNESSETH

WHEREAS, both the County and the Municipality are municipal corporations as defined by Section 119-n of the New York State General Municipal Law; and

WHEREAS, both the County and the Municipality, wish to secure lower prices for electricity and/or natural gas purchases through aggregation of purchases in the open market; and

WHEREAS, the New York State Public Service Commission, through orders issued in Case 93-G-0932 has established rules for small customer aggregation services; and

WHEREAS, joint purchase of electricity and/or natural gas by the County and the Municipality will result in lower prices than would otherwise be available to either party; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to contract to perform together that which each municipal corporation is authorized to perform individually; and

WHEREAS, in view of the foregoing, the County and the Municipality deem it in their best interests to enter into this Agreement pursuant to Section 119-o of the General Municipal Law; and

WHEREAS, the County Executive of Monroe County is authorized to execute this Agreement pursuant to Resolution No. 136 of 2000, adopted by the Monroe County Legislature on April 11, 2000; and

WHEREAS, the Mayor of the Village of Pittsford is authorized to execute this Agreement pursuant to Resolution No. _____, adopted by the Village Trustee Board on _____.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall from time to time purchase electricity and/or natural gas for the supply to public facilities of the County and the Municipality, and identified on Schedule I hereto (which Schedule may be amended by the Municipality by providing notice to the County no later than thirty (30) days prior to the end of the County's supply contract for that commodity) and which facilities are located within the service areas of the Rochester Gas & Electric Corporation (hereinafter referred to as "RG&E" or "local distribution company") and/or National Grid (hereinafter referred to as "National Grid" or "local distribution company").

2. The County shall make such purchases by competitive bid consistent with New York State General Municipal Law, the Monroe County Charter and Monroe County Administrative Code and rules governing purchases made by the County.

3. Forty-five (45) days prior to advertising for bids, the County shall notify the Municipality or its agent for the purpose that such bids will be sought on a specified date, and request a nomination of the Municipality's electricity and/or natural gas needs for its governmental purposes to be included in the County bid as well as any anticipated change in load from the prior contract

period. The Municipality or its agent for the purpose shall deliver its nominations of electricity and/or natural gas needs to the County no later than thirty (30) days prior to the date specified for advertisement for bids. The date upon which the County issues bids for supply is October 1 (for the contract period starting January 1) for natural gas. The County will also need electricity load by October 1 of each calendar year. The County will provide prior notice of any change to this schedule pursuant to Section 19 of the Intermunicipal Agreement.

4. The County shall include the Municipality's nomination of electricity and/or natural gas needs in its bid specifications, and in its awarded contracts for the purchase of electricity and/or natural gas. Awards for electricity and natural gas shall include the highest commercially available assurance on the part of the supplier with respect to availability and delivery.

5. The Municipality's natural gas requirements shall be delivered by the County's contract supplier at the local distribution company's city gate serving the Municipality.

6. The Municipality's electricity requirements shall be delivered by the County's contract supplier through the local distribution company's transmission and distribution system.

7. The local distribution company will continue to read the electricity and/or natural gas meters according to the local distribution company's then in effect normal practices. For any month in which a meter is not read, the local distribution company may, in the alternative, calculate monthly use based upon an estimate. The local distribution company will then assess charges to your account based upon the actually measured or estimated use and the county will use the local distribution company's reported use to calculate the Municipality's monthly charge for electricity and/or natural gas supply as provided in paragraph 8, infra. The Municipality will make its electricity and/or natural gas meters available for reading and inspection by the local distribution company.

8. The County may contract, by request for proposal, with an independent administrative services provider to manage the apportionment of electricity and/or natural gas costs to each participating municipal government. The cost of such contractual services shall be apportioned to the Municipality as the amount of electricity and/or natural gas delivered to the Municipality, natural gas adjusted for shrinkage and heat value, divided by the total of all such electricity and/or natural gas purchased by the County. As of May 1, 2015 the scope of services to be provided by the County or the County's contracted independent administrative services provider shall be:

a. Energy Management and Procurement Services - members will receive the necessary energy management and procurement services related to the accounts participating in the County's aggregation programs of monthly energy purchases including implementation of competitive bid processes to select energy suppliers and origination and execution of routine energy supply contract(s) between the County and the selected energy supplier(s).

b. Monthly Billing and Savings Report - members will receive monthly billing reports that summarize all utility accounts.

c. Utility Bill Management Services - all utility bills will be scanned into a utility bill management system that will ensure billing accuracy, and appropriateness of charges.

d. Web-Based Information Services - all members will have access to a web-based system that will provide data that may be used to create reports and track utility usage by facility. Copies of bills will also be accessible through the system. Many of the features of the system are dependent upon the individual members providing building square footages and other related information to the County's contracted independent administrative services provider.

e. Utility Bill Dispute Resolution Service - All Members will receive support from the County's contracted administrative services provider in the event errors or inaccuracies are identified and need to be resolved with the utility company.

f. The County's contracted independent administrative services provider cannot allocate resources to provide budget projections or other operational analyses regarding a facility's consumption or recommended capital improvements as part of the base services provided to members of the Monroe County Aggregation Group.

9. Once each month, the County, through its contracted independent administrative services provider, will notify the Municipality that its bill is available for download, and the Municipality will pay the County, for its proportionate share of electricity and/or natural gas delivered by the County to the Municipality's facilities through the local distribution company delivery system. Bills will be based upon the Municipality's use of electricity and/or natural gas as metered by the local distribution company, and as adjusted for shrinkage and for value of heat by the contractual procurement administrator; plus the proportionate cost of the administrative services provided by the County's contracted independent administrative services

provider; plus the actual amount billed by the local distribution company for local electricity transmission and/or natural gas transportation services to the Municipality's facilities as applicable. The County will provide to the Municipality, with each monthly bill, the information listed in Sections 8b and 8c above.

10. The Municipality will pay, or reimburse the County, if the County has paid, all Taxes applicable to the natural gas and/or electricity supply and/or deliver services. The parties will provide evidence of exemption from any Tax and cooperate in obtaining an exemption and minimizing any relevant Taxes. For purposes of this Agreement, "Taxes" means ad valorem, property, occupation, severance, production, extraction, first use, conservation, kWh or Btu or energy, gathering, transport, pipeline, utility, gross receipts, gross revenue, electricity or natural gas or oil import, privilege, sales, use, consumption, excise, lease, transaction, and other taxes and governmental charges, licenses, fees, permits and assessments.

11. The Municipality agrees to pay the County within thirty (30) days of the issue date of the monthly bill issued by the county. The County shall be entitled to charge, and the Municipality shall pay, a late payment charge of 1.5% of the Municipality's outstanding balance for each month or part thereof during which the Municipality's account is in arrears.

12. This agreement shall be effective as of **September 1, 2020**. Either party may terminate this Agreement upon thirty (30) days written notice to the other, except that notice of termination and termination will not relieve either party of its obligation to purchase, deliver or receive electricity and/or natural gas contracted under any current contract for electricity and/or natural gas purchase awarded pursuant to a nomination for its governmental use prior to termination of this Agreement. The Municipality may terminate this Agreement by responding to a notice under paragraph 3 of this Agreement from the County, requesting nominations for electricity and/or natural gas, by stating, at least thirty (30) days prior to County's advertisement for bids for electricity and/or natural gas, that the Municipality's electricity and/or natural gas nomination is zero (0). Accounts may only be removed at the end of the supplier contract terms. Pursuant to Section 119-o of the New York State General Municipal Law, unless extended or terminated, the term of this Agreement shall expire on **August 31, 2025**.

13. In the event that a contracted electricity and/or natural gas supplier fails to deliver any electricity and/or natural gas under its contract with the County, through no fault of the County, the County shall not be liable to the Municipality in any fashion. In the event that an electricity and/or natural gas supplier under contract with the County shall deliver less than the full amount of electricity and/or natural gas necessary to fulfill the nominations awarded under such contract, through no fault of the County, the County shall not be held in any manner liable to the Municipality, but shall cause the Municipality's proportional share of electricity and/or natural gas to be delivered to the Municipality from the amount of electricity and/or natural gas delivered by such contractor. However, nothing herein contained shall be deemed a waiver by the Municipality of any claim or cause of action it may have against a supplier or the local distribution company.

14. The County and the Municipality agree to waive any requirement for filing of notice of claim with respect to any action arising out of the performance of this contract.

15. In the event that the Municipality shall be thirty (30) or more days delinquent in payment for electricity and/or natural gas delivered or the local distribution company's delivery services billed by the County, the County may, upon thirty (30) days written notice to the Municipality and the local distribution company, terminate this Agreement and cease delivery of electricity and/or natural gas to the Municipality.

16. The County's Energy Supply Disclosure Statement is attached hereto and incorporated herein as if fully set forth in this place as Exhibit A. The terms of Exhibit A are supplemental to the agreement set out herein. Wherever the terms of Exhibit A are found to be contrary to or inconsistent with the terms of this Agreement, the terms of this Agreement will be deemed to prevail.

17. This agreement shall be executory only to the extent that funds are appropriated to and made available for the purposes hereof, and neither the County nor the Municipality shall be made liable beyond such sums as are so appropriated and made available.

18. Neither party hereto shall be liable for any failure to perform the terms of this contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this contract shall mean acts of God, strikes, civil disturbances, interruption by government or court orders, present and future valid orders or any regulatory body having proper jurisdiction, acts of public enemy, wars, riots, blockades, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breaking of transmission lines, breakage of freezing of pipelines, the make of repairs or alterations to transmissions lines or lines of pipe or plants, mechanical breakdown of either parties' facilities, the failure of any transmission line or pipeline or local distribution company to accept electricity or natural gas for delivery for any reason, partial

or entire failure of electricity supply or natural gas supply or any other cause, whether the kind enumerated above or otherwise so long as the causes are not reasonably within the control of the party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with reasonable dispatch.

19. All required notices under this Agreement shall be directed as follows:

To the COUNTY:

Colleen D. Anderson, Manager
Purchasing and Central Services
Monroe County
200 County Office Building
39 West Main Street
Rochester, New York 14614
CAnderson@monroecounty.gov

To the MUNICIPALITY:

Alyssa Plummer, Mayor
Village of Pittsford
21 North Main Street
Pittsford, New York 14534

IN WITNESS WHEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE and Alyssa Plummer, Mayor of Village of Pittsford, hereto have executed this Agreement as of the day and year appearing opposite their respective signatures below. By electronically approving this Agreement, both parties agree to all terms and conditions listed in this contract document, as well as all attachments included with the document.

SCHEDULE I

FACILITIES OF Village of Pittsford

(SEE ATTACHED DOCUMENT)

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EXHIBIT A

ENERGY SUPPLY DISCLOSURE STATEMENT

This Disclosure Statement has important information you need to know before you commit to natural gas or electricity service from Monroe County. Monroe County, through its various departments, provides natural gas and/or electricity supplies and procurement management services to Monroe County related energy end user accounts. Monroe County's purpose is to provide these accounts with the lowest cost alternative for reliable supplies of natural gas and electricity. This is accomplished by purchasing wholesale energy supplies and services and then disaggregating those supplies and services to participating accounts in a not-for-profit fashion. Monroe County welcomes new accounts upon acceptance by the Division of Purchasing and Central Services.

Monroe County will provide natural gas and/or electricity to your facilities on a monthly basis. In order to provide natural gas or electricity to your facilities, Monroe County must enter into contracts with suppliers and must provide accurate estimates of consumption. This is the reason why you may only terminate your Agreement with Monroe County by providing thirty (30) days written notice prior to the end of each supply contract (expected to be December 31 of each year for natural gas and electricity). Monroe County's energy supplies will be delivered to your facilities via the local utility's pipelines or wires.

1. Service Arrangements

Natural Gas

Monroe County will provide natural gas supply to your facilities on a cost per Dth basis. This price shall be Monroe County's weighted average commodity price for a given month plus a basis price plus a pro rata share of the County's independent administrative services provider's charges. The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission. The local natural gas utility is also required by law to serve as provider of last resort for natural gas supply.

Electricity

Monroe County will provide electricity supply to your facilities on a cost per kWh basis. This price shall be Monroe County's weighted average commodity price for a given month plus a pro rata share of the management fee. The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission. The local electrical utility is also required by law to serve as provider of last resort for electricity supply.

POLICIES

Office Locations and Hours

Monroe County's principal offices, including Purchasing and Controller's are located at 39 West Main Street, Rochester, New York 14614. The Department of Environmental Services is located at 50 West Main Street, Rochester, New York 14614. Offices are open from 9:00 AM to 5:00 PM, Monday through Friday, except for legal holidays.

Bill Payment Process

Monroe County will bill directly for: 1] the natural gas and/or electricity supply, 2] the natural gas and/or electricity delivery services, 3] independent administrative services provider's charges, and 4] all taxes applicable to the natural gas and/or electricity supply and/or delivery services.

The local electric and/or natural gas utility will read your electric/gas meter monthly. The County will then assess charges to your account based upon those usages.

Monroe County bills will be rendered monthly.

Complaint and Dispute Resolution

If you have any complaints regarding your natural gas or electricity service or your monthly bill, please contact The County's Purchasing Manager in writing or via email pursuant to the contact information provided in Section 19. If your dispute cannot be remedied by Monroe County's Agent, you will have the opportunity to present your dispute to Monroe County's Controller.

In the meantime, you are obligated to pay any disputed invoice in full, with the exception of any obvious errors, until said dispute can be resolved to the satisfaction of yourself and Monroe County. If the dispute cannot be resolved within forty-five (45) days, the dispute shall be submitted to binding arbitration conducted pursuant to the rules and regulations and procedures of the American Arbitration Association. In any case, you will continue to maintain any right you may have to resolve disputes in small claims court.

Amendment, Cancellation or Expiration of Agreement

Monroe County's Agreement with its members may be amended from time to time upon approval of the Monroe County Department of Purchasing and Central Services. If you are not in agreement with an amendment, you may cancel your Agreement with Monroe County with thirty (30) days written notice. You can then choose another provider of electricity and/or natural gas or have the local utility provide electricity and/or natural gas to you. Monroe County will similarly give you and your local electricity and natural gas utility a minimum of thirty (30) days advance written notice prior to a termination of your Agreement with Monroe County.

Allocation of Partial Payments

If you do not pay your monthly bill in full, Monroe County will credit the amount received to your outstanding balance. Delinquencies of thirty (30) days or more may be cause for termination of your Agreement with Monroe County with thirty (30) days written notice.

Historic Billing Information

The County considers your billing information to be confidential. If you wish for the billing information to be provided to you or to be released to a third party, you must notify us in writing.

Calls for Service Problems

If you become aware of a natural gas or electricity emergency condition or experience an unanticipated loss of service, you should contact your local utility.

2. Customers' Rights and Obligations

Amendment of Agreement or Change of Providers

If you want to terminate your Agreement with Monroe County and change electricity and/or natural gas providers, you must notify us with thirty (30) days written notice. We will notify your local utility of your change of electricity and/or natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge as determined by your local utility.

If your Agreement is terminated by Monroe County, your electricity and/or natural gas supply will automatically be provided by your local utility under its standard tariff unless, or until, you choose another supplier. Electricity or natural gas may only be shut off by your local utility under procedures approved by the Public Service Commission.

Third Party Notification

You may direct that your bills be sent to a third party.

Department of Public Service Complaint Number

The Department of Public Service is monitoring complaints against energy service companies. It will not resolve complaints, but an excessive number of complaints may result in an energy supply company no longer being allowed to supply natural gas. The Department of Public Service telephone number is 1-888-697-7728 (1-888NYS-PSC8), or you may write the Department of Public Service at: Consumer Services Division, 3rd Floor, Three Empire State Plaza, Albany, NY 12223-1350
<http://www.dps.state.ny.us>

DIGITAL SIGNATURES

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